

MEMO TO: City Council

FROM: John Marchione, Mayor

DATE: May 18, 2010

SUBJECT: **2010-2012 Labor Agreement with the International Association of Fire Fighters Local No. 2829 Representing the Fire Support Bargaining Unit and Ordinance Setting 2010 Salaries for Fire Support Pay Plan “FS”**

I. RECOMMENDED ACTION:

Approve the 2010-2012 Labor Agreement with the International Association of Fire Fighters Local No. 2829 representing non-uniformed Fire Support employees in the City of Redmond Fire Department (Attachment A); and 2) adopt the proposed salary ordinance establishing a 2010 Fire Support Pay Plan “FS” for employees covered by the agreement (Attachment B).

II. DEPARTMENT CONTACTS:

Kerry Sievers, Human Resources Director (425) 556-2120
Lori Brown, Human Resources Program Manager (425) 556-2125

III. DESCRIPTION:

The City of Redmond and the International Association of Fire Fighters (IAFF) have successfully completed a collaborative negotiation process resulting in the proposed 2010-2012 labor agreement.

The International Association of Fire Fighters (IAFF) represents non-uniformed Fire Department support employees in the City of Redmond. The union and the City have agreed to “roll-over” most of the terms of the parties’ 2007-2009 collective bargaining agreement.

Changes were limited to the following:

- Consistent with market practice, the City agreed to pay for employees testing fees for EVT recertification when it is required for their positions.
- Each party agreed to pay its own attorney fees in prosecuting or defending any arbitration under the contract grievance procedure.
- For 2010, 2011, and 2012, individual employee salaries and pay ranges will be increased by the City’s standard market adjustment formula. For 2010, this increase is 0.97%.

IV. IMPACT:

The incremental cost to the general fund to implement the proposed collective bargaining agreement in 2010 is approximately \$3,214. At this time it is estimated that there are sufficient funds in the 2009-2010 budget to implement the Agreement.

V. LIST OF ATTACHMENTS:

- A. 2010-2012 Labor Agreement International Association of Fire Fighters, Local No. 2829 (Representing the Fire Support Bargaining Unit)
- B. Proposed Ordinance Setting 2010 Salaries for Pay Plan "FS"
Exhibit 1: 2010 Pay Plan "FS"

/s/ _____
Kerry Sievers, Human Resources Director

05/10/10
Date

Approved for Council Agenda /s/ _____
John Marchione, Mayor

05/10/10
Date

2010 - 2012

AGREEMENT

By and Between

CITY OF REDMOND

and

REDMOND FIRE FIGHTERS UNION #2829, I.A.F.F.
(Representing the Fire Support Bargaining Unit)

TABLE OF CONTENTS

	Page
PREAMBLE	1
ARTICLE I – RECOGNITION	1
ARTICLE II – MANAGEMENT RESPONSIBILITIES	1
Section 2.1 – Enumeration	1
Section 2.2 – Job Duties.....	2
ARTICLE III – UNION MEMBERSHIP AND DUES.....	2
Section 3.1 – Union Membership	2
Section 3.2 – Withdrawal.....	3
Section 3.3 – Dues Deduction.....	3
ARTICLE IV – NON-DISCRIMINATION	3
Section 4.1 – Union Membership Status.....	3
Section 4.2 – Unlawful Discrimination	3
Section 4.3 – Gender.....	3
Section 4.4 – Election of Remedies	3

ARTICLE V – UNION BUSINESS	4
Section 5.1 – Union Official Time Off	4
Section 5.2 – Bulletin Board Space	4
Section 5.3 – Visitation Rights	4
ARTICLE VI – RETENTION OF BENEFITS	4
ARTICLE VII – SAFETY/LABOR MANAGEMENT COMMITTEE.....	4
Section 7.1 – Safety Committee.....	4
Section 7.2 – Labor Management Committee	5
ARTICLE VIII – DEFINITION OF SENIORITY	5
Section 8.1 – Definitions.....	5
Section 8.2 – Leaves	5
Section 8.3 – Seniority List.....	5
ARTICLE IX – PERSONNEL REDUCTION	6
Section 9.1 – Personnel Reduction Process	6
Section 9.2 – Recall to Work	7
ARTICLE X – EMPLOYEE STATUS	7
Section 10.1 – Notice to Union.....	7
ARTICLE XI – VACANCIES.....	7
Section 11.1 – Civil Service.....	7
Section 11.2 – Job Descriptions and Position Qualifications	7
Section 11.3 – Transfers	7
ARTICLE XII – [RESERVED]	
ARTICLE XIII – DISCIPLINE	7
Section 13.1 – Employees Covered	7
Section 13.2 – Scope of Discipline.....	7
Section 13.3 – Process and Procedures.....	8
Section 13.4 – Copy of Charges	8
ARTICLE XIV – GRIEVANCE PROCEDURES	8
Section 14.1 – Definition of Grievance	8
Section 14.2 – Aggrieved Party	8
Section 14.3 – Grievance Procedure.....	8

ARTICLE XV – RULES AND REGULATIONS.....	10
Section 15.1 – General.....	10
Section 15.2 – Modifications	10
ARTICLE XVI – SALARIES	10
ARTICLE XVII – RATE OF PAY.....	11
Section 17.1 – Out of Class Pay.....	11
ARTICLE XVIII – OVERTIME, CALLBACK AND ADMINISTRATIVE LEAVE.....	12
Section 18.1 – Overtime and Callback	12
ARTICLE XIX – HOURS OF WORK.....	12
ARTICLE XX – MILITARY LEAVE	12
ARTICLE XXI – JURY DUTY LEAVE	13
ARTICLE XXII – SICK, SHARED AND DISABILITY LEAVE.....	13
Section 22.1 – Sickleave	13
Section 22.2 – Sick Leave Bonus	13
Section 22.3 – Shared Leave.....	13
Section 22.4 – Disability Benefit	13
ARTICLE XXIII – VACATION AND HOLIDAYS.....	13
Section 23.1 – Vacation	13
Section 23.2 – Holidays	14
Section 23.3 – Scheduling of Vacation.....	14
Section 23.4 – Unused Vacation.....	14
Section 23.5 – Limited Duty/Parental Leave.....	14
ARTICLE XXIV – BEREAVEMENT LEAVE.....	15
Section 24.1 – Bereavement Leave.....	15
Section 24.2 – Family Leave	15
ARTICLE XXV – LIMITATION ON LEAVES AND LEAVE OF ABSENCE	15
Section 25.1 – Limitation on Cumulative Leaves.....	15
Section 25.2 – Leave of Absence.....	15

ARTICLE XXVI – INSURANCE.....	16
Section 26.1 – Medical, Dental and Vision	16
Section 26.2 – HMO-Insurance	16
Section 26.3 – Life Insurance	16
ARTICLE XXVII – MUNICIPAL EMPLOYEES BENEFIT TRUST	17
ARTICLE XXVIII – TRAINING.....	17
Section 28.1 – Training Expenses.....	17
Section 28.2 – Overtime Rate of Pay.....	17
Section 28.3 – Tuition Reimbursement	17
Section 28.4 – EVT Recertification Exam Fees	17
ARTICLE XXIX – BENEFITS FOR REGULAR PART-TIME EMPLOYEES	17
Section 29.1 – Holidays	17
Section 29.2 – Vacation	18
Section 29.3 – Sick Leave.....	18
Section 29.4 – Health Benefits.....	19
Section 29.5 – Retirement.....	19
ARTICLE XXX – — CIVIL SERVICE JURISDICTION	19
Section 30.1 – Remedies.....	19
Section 30.2 – Civil Service, Discipline and Discharge	19
Section 30.3 – Future Application of Civil Service.....	20
ARTICLE XXXI – WORK STOPPAGE	20
ARTICLE XXXII – SAVINGS CLAUSE	21
ARTICLE XXXIII – SCOPE OF AGREEMENT	21
ARTICLE XXXIV – DURATION OF AGREEMENT	21
APPENDIX “A” – 2010 SALARY SCHEDULE	23
APPENDIX A-1 – PAY PLAN “FS” – 1 January 2010.....	25
APPENDIX B – GUIDELINES FOR COMPENSATION STUDY IMPLEMENTATION	26
APPENDIX C – RECLASSIFICATION PROCESS	27
APPENDIX D – MERIT MATRIX GUIDELINES.....	28

2010 - 2012

AGREEMENT

By and Between

CITY OF REDMOND

and

**REDMOND FIRE FIGHTERS UNION #2829, I.A.F.F.
(Representing the Fire Support Bargaining Unit)**

PREAMBLE

THIS AGREEMENT is entered into by and between the CITY OF REDMOND (hereinafter referred to as the Employer) and Local #2829, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, representing the Fire Support bargaining unit (hereinafter referred to as the Union).

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer, the employees in the bargaining unit, and the Union, and to establish standards of wages, hours and other conditions of employment for the bargaining unit.

ARTICLE I – RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the following regular part and full-time non-uniformed positions within the Redmond Fire Department (the “Department”), hereinafter referred to as the Bargaining Unit: all non-uniformed employees of the City of Redmond Fire Department, excluding supervisors, confidential employees and all other City employees. The uniformed positions within the Department, including the Fire Chief and Deputy Chief, shall be excluded from the Bargaining Unit.

ARTICLE II – MANAGEMENT RESPONSIBILITIES

Section 2.1 – Enumeration. The Union recognizes the prerogative and responsibility of the Employer to operate and manage its affairs in all respects in accordance with its lawful authority. The powers and authority which the Employer has not expressly abridged, delegated or modified by this Agreement are retained by the Employer.

Management rights and responsibilities as described above shall include the following:

- A. Directing employees,
- B. Recruiting, hiring, promoting, transferring, assigning and retaining employees,
- C. Suspending, demoting, discharging or taking other legitimate disciplinary actions against employees,
- D. Relieving employees from duty because of lack of work or funds, or other legitimate reasons,
- E. Maintaining the efficiency of the operations entrusted to the Employer,
- F. Controlling the Department budget,
- G. Determining the methods, means, location and personnel by which operations are to be conducted, and,
- H. Taking whatever actions are necessary in emergencies to assure the proper functioning of the Department.

Provided that the exercise of the management rights and responsibilities shall not conflict with City of Redmond Civil Service Ordinances, Civil Service Rules or Regulations or State Law, unless such ordinances, rules, regulations or State law do not apply as provided in Article XXX.

Section 2.2 – Job Duties. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by employees.

ARTICLE III – UNION MEMBERSHIP AND DUES

Section 3.1 – Union Membership. It shall be a condition of employment that all employees of the Employer covered by this Agreement, who are members in good standing of the Union on the execution date of this Agreement, shall remain members in good standing; and those who are not members on the execution date of this Agreement shall, on or before the thirty-first (31st) day following the execution date of this Agreement, become and remain members in good standing in the Union or in lieu thereof pay a service contribution towards the administration of this Agreement, or pay an amount of money equivalent to regular monthly dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the dues.

The employee shall furnish written proof to the Union that such payment has been made. It shall also be a condition of employment that all employees covered by this Agreement and hired on or

after its execution date shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union; or in lieu thereof pay a service charge equivalent to the regular monthly dues to the Union as a contribution towards the administration of this Agreement, or pay an amount to a charity as provided above.

Section 3.2 – Withdrawal. An employee shall have thirty (30) days after the completion of Employment Probationary Period to withdraw from the Union provided that he adheres to the other provisions of this Article.

Section 3.3 – Dues Deduction. The Employer agrees to deduct, once each month, dues in an amount certified to be current by the Treasurer of the Local Union from the pay of those employees who individually request in writing that such deductions be made. The Employer shall remit the total amount of the deductions each month to the Treasurer of the Union.

ARTICLE IV – NON-DISCRIMINATION

Section 4.1 – Union Membership Status. There shall be no discrimination, interference, restraint or coercion by the Employer or the Union against any employee for his lawful activity or inactivity on behalf of, or membership status in the Union.

Section 4.2 – Unlawful Discrimination. The parties to this Agreement agree not to unlawfully discriminate against any employee because of race, color, creed, sex, national origin, or marital status.

Section 4.3 – Gender. Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.

Section 4.4 – Election of Remedies. An employee or the Union claiming discrimination under Sections 4.1 or 4.2 shall not be entitled to a remedy under the grievance procedure in the event the employee or the Union seeks other administrative or legal remedies for the discrimination. This is providing that jurisdiction is not refused when seeking remedies outside of the grievance procedure.

ARTICLE V – UNION BUSINESS

Section 5.1 – Union Official Time Off. With prior approval of their immediate supervisor, representatives of the Union shall be allowed to arrange for qualified work replacements for the purpose of administering the business of the Union. The Employer shall not be responsible for compensating any such replacement. The City and Union recognize a shared interest in resolving issues which arise concerning administration of this labor agreement and the collective bargaining relationship as expeditiously as possible. Subject to prior approval of the employer, Union representatives shall be allowed to meet with employer representatives on paid time to perform such duties. Both the employer and Union will use reasonable judgment in the application of this section. With prior notice to the appropriate supervisor or his/her designee, Bargaining Unit employees shall be allowed to perform normal Union business in a manner and in areas of the Department that does not interfere with the operations of the Department during breaks.

Section 5.2 – Bulletin Board Space. The Employer shall provide bulletin board space for the use of the Union in each of the separate Bargaining Unit work areas, which are currently the headquarters office, maintenance shop, and prevention and training division locations, at convenient location, accessible to employees.

Section 5.3 – Visitation Rights. Representatives of the Union shall be allowed permission to visit work locations of the employees covered by this Agreement at any reasonable time or location for the purpose of administering this Agreement or investigating possible grievances. Such visitations shall not interfere with the normal operation of the Department, and will be subject to the approval of the appropriate supervisor of their division or his/her designee.

ARTICLE VI – RETENTION OF BENEFITS

The Employer assures the Union that its intention in executing this Agreement is not to cancel privileges heretofore granted to employees solely because such privileges are not specifically identified in this Agreement.

ARTICLE VII – SAFETY/LABOR MANAGEMENT COMMITTEE

Section 7.1 – Safety Committee. The Department Safety Committee shall consist of an equal number of Employer and employee representatives. The employee representatives shall be appointed by the Union. The committee shall meet at least once each calendar quarter, or more often as agreed, to discuss all matters concerning health and safety. The committee shall have authority to make recommendations to the Union and the Employer. The Chair of the Safety Committee shall alternate between the Employer and Union representatives on an annual basis, or as otherwise agreed.

Section 7.2 – Labor Management Committee. There shall be a Labor Management Committee consisting of an equal number of representatives appointed by the Union and the Employer, or such other composition as mutually agreed by the Union and the Employer. The Committee shall meet as appropriate to discuss all matters referring to the labor agreement, provided that the Committee shall meet at least quarterly. The Committee shall have the authority to make non-binding recommendations to the Union and Employer. No additional compensation or overtime shall be paid for attendance at the Labor Management Committee meetings. The parties agree that the Labor Management Committee will be a joint committee with the Labor Management Committee referenced in the collective bargaining agreement between the City and the Union, representing the Uniformed employees of the Department.

ARTICLE VIII – DEFINITION OF SENIORITY

Section 8.1 – Definitions. As used in this Agreement the following terms shall have the meanings indicated:

- A. "Department Seniority" means the length of an employee's Continuous Employment in the Department measured from the date of employment in the Department.
- B. "Continuous Employment" means a continuous period of employment in the Department that is unbroken by resignation, discharge or retirement. Leaves of absence or military leaves shall not break Continuous Employment. Layoffs pursuant to Article IX shall not break Continuous Employment until the expiration of the period during which the employee has a right to be offered reemployment or promotion pursuant to Section 9.2 of this Agreement. Upon a break in Continuous Employment an employee shall lose all seniority.
- C. "Order" means the order of Department Seniority arranged from the longest seniority to the shortest. If more than one employee is hired on the same date, the Order of Department Seniority for employees hired on the same date shall be determined by the order (from the highest to lowest) of each employee's score on the relevant Civil Service exam. In the event of equal scores, the Order shall be determined by a random means, which once determined shall thereafter be established for all purposes.

Section 8.2 – Leaves. During the period an employee is on a leave of absence, layoff status, or military leave longer than thirty (30) consecutive days, seniority shall not accrue except as required by any applicable statutory or regulatory provisions, including RCW 38.40.060 and RCW 73.16.031 - .061 and any amendments thereto. Upon returning to work after such layoff or leave, an employee shall be granted the level of seniority accrued as of the last day prior to such leave or layoff.

Section 8.3 – Seniority List. The Employer shall maintain and post, at least annually, a current seniority list reflecting the Order of Department Seniority. These lists, appropriately updated to reflect any new hires, terminations or other changes, shall be used whenever action based upon seniority is called for by this Agreement, and in such other cases as may be agreed by the Employer and the Union.

ARTICLE IX – PERSONNEL REDUCTION

Section 9.1 – Personnel Reduction Process. In the event of a personnel reduction, for whatever reason, the Employer and Union agree to follow the process and procedure contained in this Article. Where job performance, ability and qualifications are substantially equal, length of Continuous Employment shall govern in all layoffs of employees covered by this Agreement, with the newer employee to be the first laid off. Whenever a junior employee is given preference over a senior employee in this connection the latter shall be given, at his/her or the Union's request, a written statement of the reasons therefore, and a copy of the statement shall be forwarded to the employee and Union. The steps for a personnel reduction shall be as follows:

- Step 1 **Designation by Employer.** The Employer will designate the employee(s) to be laid-off by notice to the Union (the "Designation Notice") and by posting at each location at which there is a Union bulletin board pursuant to Section 5.2, which notice shall specify an effective date for the personnel reduction (the "Effective Date"), which shall not be earlier than thirty (30) calendar days from the date of the Designation Notice.
- Step 2 **Bumping.** A bargaining unit member who is laid off may bump any less senior employee within the bargaining unit, provided he/she has previously held the position or a position that requires substantially the same requisite skills, knowledge and abilities, and that the individual is able to perform the work of the position with minimal further training. The employee must inform the City within fifteen (15) calendar days of receiving the Designation Notice if they wish to exercise their bumping rights, and the position into which they desire to bump.
- Step 3 **(OPTIONAL) Amendment of Reduction.** At any time after the Designation Notice the Employer may reduce the number of employees to be laid-off by providing notice to the Union, provided however, the reduction shall not effect the time periods specified in this Article which shall continue to be measured from the Designation Notice. The Employer shall have the right to delay the Effective Date of the personnel reduction for up to sixty (60) days after the date specified in the Designation Notice.

Section 9.2 – Recall to Work. Employees will be recalled to open bargaining unit positions in reverse order in which they were laid off, provided the employee recalled is competent to perform the available work. Employees on layoff will be eligible for recall for two (2) years from the date of layoff. The City will notify employees subject to recall by mail at the last address shown in the City's records. The employee will have thirty (30) calendar days from the postmark date on the notice in which to inform the City of their intent to accept or reject the recall to work. If the employee fails to respond to the notice or rejects the recall then the employee will be considered to have forfeited their recall rights. For the purposes of this Article, a former employee's last known address shall be the address appearing on the Employer's records, and may be changed by the former employee only by providing the Employer with notice of a new address by certified mail, return receipt requested.

ARTICLE X – EMPLOYEE STATUS

Section 10.1 – Notice to Union. The Employer shall submit written notice to the Union, of the name, job title, and effective date of actions affecting Bargaining Unit employees as follows:

- A. Appointment of new employees or appointment of current employees to a new position
- B. Termination

ARTICLE XI – VACANCIES

Section 11.1 – Civil Service. The filling of positions in the Bargaining Unit shall be made in accordance with the City of Redmond Civil Service Ordinances, Rules and Regulations, and the Washington State Civil Service Law (RCW 41.08) as they may hereafter be amended.

Section 11.2 – Job Descriptions and Position Qualifications. Current job descriptions, position qualifications and testing requirements adopted by the City and/or Civil Service Commission shall be attached to SOG, Personnel – 021

Section 11.3 – Transfers. Transfer and voluntary demotion shall be governed by Section 14.40 of the Personnel Manual. If more than one qualified individual desires a transfer to a vacant position within their same classification, that the Chief determines will be filled by a transfer, Department Seniority shall be the deciding factor.

ARTICLE XII – [Reserved]

ARTICLE XIII – DISCIPLINE

Section 13.1 – Employees Covered. All employees identified within "Article 1 - Recognition" of this contract shall receive the full benefit and protection of this Article. Probationary employees shall be subject to the limitations contained in Section 13.3 - Process and Procedures.

Section 13.2 – Scope of Discipline. Suspension and non-probationary discharge shall be for just cause.

Section 13.3 – Process and Procedures. Employees on probation shall be employed "at-will" and the just cause standard and the grievance procedure shall not apply to the discharge of such employees.

Section 13.4 – Copy of Charges. The employee shall be entitled, upon his request, to a copy of the alleged violation or charges, if any, and a Union representative present at any meeting held with the employee to discuss potential disciplinary action.

ARTICLE XIV – GRIEVANCE PROCEDURES

Section 14.1 – Definition of Grievance. Grievances or disputes that may arise involving the interpretation or application of this Agreement shall be settled in the following manner.

Section 14.2 – Aggrieved Party. The Union has the right in its own capacity to act as an aggrieved party in the grievance procedure. In the event the aggrieved party is an individual employee, the grievance procedure shall begin with Step 1 under Section 14.3. In the event the Union is the aggrieved party, the procedure shall begin with Step 2 under Section 14.3.

Section 14.3 – Grievance Procedure. The employee or the Union shall have no more than thirty (30) calendar days to initiate the grievance procedure from the time the aggrieved party first became aware of the alleged violations. In no event shall a grievance be filed, or action initiated later than ninety (90) days after occurrence of the alleged grievance.

- Step 1 The aggrieved employee shall submit in writing to the Union grievance committee all relevant facts involving the alleged grievance. The Union grievance committee, upon receiving the written and signed petition from the employee, shall determine if a grievance exists within fourteen (14) calendar days after receipt of the grievance. If, in their opinion, no grievance exists, no further action is necessary.
- Step 2 Within seven (7) calendar days following the completion of Step 1, the Union shall outline the grievance in writing, identify all relevant facts and present the same to the employee's supervisor. The supervisor shall submit the decision to the aggrieved employee within nine (9) calendar days from receipt of the grievance.
- Step 3 Provided that the grievance is not settled satisfactorily at Step 2, the Union shall within fourteen (14) calendar days of the completion of Step 2, present the grievance to the Chief or his designee. The Chief or his designee shall have fourteen (14) calendar days in which to submit a written decision.
- Step 4 Provided that the grievance is not settled satisfactorily in Step 3, the Union shall submit the grievance within fourteen (14) calendar days to the Mayor of the City of

Redmond. The Mayor or his/her representative shall submit their written decision within fourteen (14) calendar days.

Step 5 (OPTIONAL): If the grievance is not settled satisfactorily, the Union and City may mutually agree within fourteen (14) calendar days to submit the grievance to mediation. The two (2) parties will then have another fourteen (14) days to agree upon a mediator drawn from a panel of neutrals formally trained in grievance mediation.

The mediator will attempt to assure all necessary facts and considerations are revealed to him or her, but will not have authority to compel resolution of the grievance. Further, the parties will not be limited solely to the facts and considerations they presented at earlier steps in the grievance procedure. No transcript or record of the mediation conference will be made, nor will formal rules of evidence be followed.

If no settlement is reached in mediation, the grievance may be appealed to arbitration in accordance with Step 6 of this grievance procedure. In this case, the mediator may not serve as arbitrator, nor may either party reference the fact that a mediation conference was held or not held. Nothing said or done by the mediator may be referenced or introduced into evidence at the arbitration hearing and nothing said or done by either party for the first time in mediation may be used against it in arbitration.

The cost of the mediator will be borne equally by both parties.

Step 6 If the grievance is not settled satisfactorily, either party shall give notice within fourteen (14) calendar days to the other party of their intent to submit same grievance to arbitration. A representative of the Union and of the Employer shall meet within ten (10) calendar days and attempt to agree on a neutral chairman and whether a single arbitrator is to be used or an arbitration panel. If unable to reach agreement they shall request a list of seven arbitrators from one of the following mutual agreed to sources: Federal Mediation and Conciliation Service or American Arbitration Association. If unable to agree on the source of the arbitrator list, they shall request a list of seven (7) arbitrators from the Public Employment Relation Commission. Within ten (10) calendar days of the receipt of the list of arbitrators, the representatives of the Employer and the Union shall meet and alternately eliminate the names of the arbitrators on the list until only one name remains. The neutral arbitrator shall render his/her decision based on the interpretation and application of the provisions of this Agreement, within thirty (30) calendar days after such hearing. The decision shall be final and binding upon the parties. Each party will pay for his own arbitrator and the expenses of the neutral arbitrator will be shared equally between the parties. Each party shall be responsible for all costs associated with its own representation including but not limited to payment of the party's own attorney fees.

Extension of the above time limits or waiver of any step may be accomplished through mutual written consent of both parties.

ARTICLE XV – RULES AND REGULATIONS

Section 15.1 – General. The Union agrees that its members shall comply with all Rules and Regulations of the Redmond Fire Department, including those relating to conduct and work performance. The Employer agrees that improper application of the Rules and Regulations affecting working conditions and performance shall be subject to the grievance procedure. Prior to implementing new rules, or changes in rules, the Employer shall discuss the proposed changes with the Union.

Section 15.2 – Modifications. Unless otherwise agreed, prior to modifying (a) Department Rules and Regulations or Standard Operating Procedures (SOG's), (b) Civil Service Rules, or (c) the City of Redmond Personnel Manual, with modifications that affect wages, hours or working conditions of bargaining unit employees: (1) the City shall notify the President of the Union in writing thirty (30) calendar days before any such modification; (2) the City shall meet and confer upon written request of the Union, at a mutually convenient time, and within the thirty (30) calendar day notice period to discuss the proposed changes; (3) each party shall keep minutes of those meetings which shall be maintained as Department records. The Union agrees to provide Employer with a current list of officers.

After the thirty (30) day notice period the modifications not in conflict with this Agreement may be implemented by the City. If any modified Rules and Regulations and/or SOG's which affect wages, hours or working conditions have not been through the above described process, the modifications shall be considered null and void, until the process contained herein is followed. Modifications to the requirements described above can be made through the mutual consent of both parties.

ARTICLE XVI – SALARIES

Effective January 1, 2010, the monthly rates of pay for employees covered by this Agreement shall be as set forth in [Appendix "A"](#) which by this reference shall be incorporated herein as if set forth in full. These pay ranges shall be implemented in accordance with the guidelines outlined in [Appendix "B."](#) Effective January 1, 2011 and 2012, the monthly rates of pay for employees shall be increased over the previous year's rates by applying a one-third weight to each of the following components to determine the final percentage: the average percentage market adjustment provided by local cities to the salaries of general employees, the average percentage market adjustment provided by local businesses to the salary ranges of general employees, the average percentage market adjustment as provided by local businesses to the salary ranges of general employees, the average percentage market adjustment as predicted by the Milliman Global Puget Sound Compensation Survey. Using this formula, the market adjustment reflected in Appendix A is 0.97% for 2010. If for subsequent years, the City wishes to propose a re-weighting of the components, or wishes to propose cities and/or businesses to be

surveyed that differ from those used to establish the 2010 market adjustment, it shall provide written notice to the Union. If the Union disagrees with the City's proposal, it shall have twenty (20) days to respond in writing with an alternative proposal. The City and the Union shall then negotiate the differences between the two proposals in advance of conducting the survey. If the parties cannot agree within 30 days of the City's receipt of the Union's response, the City shall continue to utilize the survey methodology and participants utilized in the determination of the 2010 market adjustment.

ARTICLE XVII – RATE OF PAY

Section 17.1 – Out of Class Pay. An employee assigned temporarily to a higher paying classification shall be paid at a rate five percent (5%) over the employee's regular salary or at the minimum salary of the higher classification whichever is greater, upon assignment to forty (40) consecutive hours or more of work in the classification, said increase being retroactive to the beginning of said temporary assignment. Weekends or other regularly scheduled days off will not disrupt the continuity of hours. The out-of-class salary adjustment will be seven percent (7%) over an employee's regular salary, or the minimum of the higher classification, whichever is greater, when a non-exempt employee works out-of-class in an exempt classification for over forty (40) consecutive hours. In this situation the non-exempt employee does not receive overtime pay for extra hours worked; instead he or she receives four (4) hours of Administrative Leave as provided for in Section 6.26 of the Redmond Personnel Manual, for each thirty (30) calendar days worked in the exempt out-of-class assignment.

Except as otherwise provided for in this section, this working out of class provision may apply to temporary assignments in writing of up to six (6) months, whether or not a budgeted position or vacancy exists in the higher classification.

Holidays occurring within the period of the temporary assignment shall be considered time worked for the purpose of determining working-out-of-class duration and consecutive hours of work in the higher classification.

Sick leave and vacation used during a working out-of-class assignment of less than thirty (30) calendar days will be paid at the employee's regular salary in their primary position. Sick leave and vacation time used during assignments lasting thirty (30) or more calendar days will be paid at the working-out-of-class rate.

This section shall not apply to temporary assignments which are made pursuant to prior mutual agreement between the employee and his or her immediate supervisor for the purpose of providing a training opportunity to the employee, for a mutually agreed upon period of time.

ARTICLE XVIII – OVERTIME, CALLBACK AND ADMINISTRATIVE LEAVE

Section 18.1 – Overtime and Callback.

Effective upon execution of this agreement, non-exempt, full-time employees who are required to work more than eight (8) hours in any one (1) day, or more than forty (40) hours in any one (1) week, shall be compensated for such overtime hours at one and one-half (1 1/2) times the employee's regular hourly rate of pay, except that two (2) times the employee's regular hourly rate shall be compensated for hours worked on the seventh (7th) straight day of work by the employee, provided, that in the case of a different work schedule, authorized overtime shall be that in excess of such work schedule. Work which must be performed on Sunday shall be compensated at two (2) times the employees regular hourly rate. In any given instance, time worked as an extension of a regular straight-time shift shall not be paid for unless such time exceeds fifteen (15) minutes. For the purpose of computing overtime, all authorized holidays, sick leave and vacation leave shall be considered as time worked.

Non-exempt part-time employees who are required to work beyond their normal workday shall be compensated as follows:

If the normal work day is . . .	Then the part-time employee is compensated . . .
Less than eight (8) hours	Straight time pay up to eight (8) hours, then time-and-one-half (1 ½) after eight (8) hours
Eight (8) hours	Time-and-a-half (1 ½) after eight (8) hours
More than eight (8) hours	Time-and-a-half (1 ½) for time worked beyond their normal workday

Compensation for work greater than forty (40) hours in any one (1) workweek, and work on Sunday, will be governed by the preceding paragraph.

ARTICLE XIX – HOURS OF WORK

The workweek shall normally be five (5) days, Monday through Friday, or as otherwise agreed between the employer and employee.

ARTICLE XX – MILITARY LEAVE

Military leave shall be granted pursuant to RCW 38.40.060 and RCW 73.16.031 - .061, including any RCW amendments thereto which have been adopted, or are hereafter adopted.

ARTICLE XXI – JURY DUTY LEAVE

All employees shall be allowed necessary leave to serve as a member of a jury. During such leave, employees will be paid their regular pay. The employee shall turn over to the employer any compensation received for performance of jury duty, not including the travel allowance.

ARTICLE XXII – SICK, SHARED AND DISABILITY LEAVE

Section 22.1 – Sick Leave. Sick leave shall be governed by the Redmond Personnel Manual.

Section 22.2 – Sick Leave Bonus. As a bonus for consistent attendance, Bargaining Unit members shall receive a cash bonus equal to twenty-five percent (25%) of unused sick leave accrued during the preceding twelve (12) months in the manner provided in Section 6.32 of the Redmond Personnel Manual, notwithstanding the fact that such section excludes employees represented by the Redmond Fire Fighters Union.

Section 22.3 – Shared Leave. Shared leave shall be governed by the Redmond Personnel Manual.

Section 22.4 – Disability Benefit. Regular employees who are disabled and unable to work on account of illness or injury for a period in excess of three (3) months, and who have used all of their sick leave and vacation benefits, shall receive, for a period not to extend beyond the end of six (6) months of absence from work, disability benefits in the following amounts, less weekly Worker's Compensation benefits received during the corresponding pay periods, based on length of City employment prior to the last day of work:

One Year of employment	40% of salary
Two years of employment	50% of salary
Three years of employment	60% of salary

ARTICLE XXIII – VACATION AND HOLIDAYS

Section 23.1 – Vacation. Each regular full-time employee earns vacation from his/her date of hire at the rates listed below for each full month worked. Monthly rates apply at the start of each year of employment specified in the schedule. Vacation hours are prorated for part-time employees..

Years of Employment	Monthly Accrual Rate (hours)
1 st and 2 nd Year	8
3 rd Year	8.6666
4 th Year	9.3333
5 th Year	10.6666
7 th Year	11.3333
9 th Year	12
11 th Year	12.6666
13 th Year	13.3333
15 th Year	14
17 th Year	14.6666
20 th Year	15.3333

Section 23.2 – Holidays. The following holidays shall be granted with pay to all members of the Bargaining Unit:

New Year's Day	Veteran's Day
M.L. King Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	One (up to 8 hours) Floating Day

The above-specified holidays will be observed on the days as established by the State of Washington as legal holidays. In the event a holiday falls on Saturday or Sunday, the Friday preceding or the Monday following, as the case may be, shall be designated as the holiday.

Section 23.3 – Scheduling of Vacation. Vacation scheduling for each calendar year shall be administered by Division in accordance with Bargaining Unit Seniority during the sign-up period of December 1 through December 15. Thereafter, vacations for that year shall be administered on a “first come, first served basis”. All leave requests shall be subject to the approval of the employee’s supervisor.

Section 23.4 – Unused Vacation. Employees may accumulate vacation up to the amount allowed by the Redmond Personnel Manual. Upon retirement or termination, all employees shall be compensated at their basic rate of pay for all unused vacation and compensatory time.

Section 23.5 – Limited Duty/Parental Leave. Limited duty and maternity leave shall be governed by the Redmond Personnel Manual.

ARTICLE XXIV – BEREAVEMENT LEAVE

Section 24.1 – Bereavement Leave. A regular employee shall receive up to four (4) days off with pay, upon approval of the Department Head, in the event of a death or serious illness with impending death in the immediate family of the employee. “Immediate Family” shall be defined as spouse, child, mother, father, grandparent brother, sister, mother-in-law, or father-in-law, persons living in the employee’s immediate household, and grandparents of employee’s spouse. Any leave beyond this amount required because of travel or extenuating circumstances, or for time requested for a person other than specified in this section, may be granted in the discretion of the Mayor or his/her designee, and shall be deducted from accrued annual vacation leave or compensatory time off, if any, and shall otherwise be without pay.

Section 24.2 – Family Leave. Family leave shall be granted pursuant to the provisions of the Redmond Personnel Manual, provided that any changes to the manual by the Employer shall maintain family leave, at a minimum, at the amount required by the provisions of any applicable state or federal law, and any amendments thereto, and the parties agree that the grievance procedures contained in this Agreement shall be used to resolve any disputes relating to the proper application of family leave.

ARTICLE XXV – LIMITATION ON LEAVES AND LEAVE OF ABSENCE

Section 25.1 – Limitation on Cumulative Leaves. The cumulative time absent from work related to any injury, illness or circumstance (but not including unrelated injuries, illnesses or circumstances) using any combination of paid and unpaid leave may not exceed twenty-six (26) weeks in a twelve (12) month period, unless prior to the end of the twenty-six (26) week period the employer has received satisfactory evidence that the employee will be able to return to work on a regular basis within a reasonable period of time. Such evidence must include, at the city’s option, an opinion from an independent physician. The reasonableness of the period of time for return to work will be determined based on the circumstances at the time, including the position held by the employee, the ability of the employer to accommodate the absence of the employee, and the amount of paid leave accrued by the employee. Provided however, in no event will the cumulative time absent from work exceed the total period of paid and approved unpaid leave.

Section 25.2 – Leave of Absence. Leave of absence without pay shall be in accordance with the City of Redmond Civil Service Ordinances, Rules and Regulations, and the City of Redmond Personnel Administration Manual and applicable Federal laws for military service.

ARTICLE XXVI – INSURANCE

Section 26.1 – Medical, Dental and Vision. Employer shall provide medical, dental and vision insurance through the City of Redmond Self Insurance Plan. Employees electing the Group Health option shall pay the amount by which the Group Health premium exceeds the amount the City would contribute to the Self Insurance Plan for the account of the employee.

For each plan year, the Employer shall retain a third party, experienced in setting rates for self funded plans, who shall determine the appropriate and prudent rates for RedMed, to be effective for that year. The third party shall use usual and customary insurance/actuary principles and procedures to establish the rates. The Employer's contribution shall be prorated for part-time employees, pursuant to the Redmond Personnel Manual

Employees shall pay twenty percent (20%) of the cost of self-insurance premiums for dependent coverage. Premium contributions for part-time employees shall continue to be pro-rated based on the City's contribution to full-time employee and dependent premiums.

The Bargaining Unit agrees to appoint a representative who will actively participate and vote as a member of the Employee Benefits Advisory Committee (EBAC). EBAC will research increasing health care costs, as well as plan design and potential options for health care program delivery in an effort to control health care costs in a manner mutually beneficial to the Employer and the Employees. It is the City's goal to have active participation on the Committee by each bargaining unit and the non-represented employees.

EBAC will have the authority to recommend changes in the RedMed Self Insurance Plan. Recommended changes may become applicable to Bargaining Unit represented employees only upon ratification by the Bargaining Unit.

Section 26.2 – HMO-Insurance. As alternative insurance coverage, the Employer will make available to Employees Group Health medical coverage. In addition, the Employer may, offer at its option alternative HMO coverage. However, the cost of Group Health or any other HMO coverage which exceeds the premium costs of the benefits described above shall be paid by the Employee by payroll deduction.

Section 26.3 – Life Insurance. The Employer shall continue to pay one hundred percent (100%) of the premiums necessary to provide all employees with Fifty Thousand Dollars (\$50,000) of term life insurance and Fifty Thousand Dollars (\$50,000) coverage for accidental death and dismemberment.

Section 26.4 - Liability Insurance. The Employer agrees to carry liability insurance coverage for Bargaining Unit employees' liability arising from performance of their duties. It is agreed that the scope of coverage, exclusions and policy limits of such insurance may change without the Union's agreement, based on the available insurance and the Employer's assessment of appropriate levels of coverage.

ARTICLE XXVII – MUNICIPAL EMPLOYEES BENEFIT TRUST

All employees shall be eligible to participate in the Redmond Municipal Employees Benefit Trust Fund unless the City is required to participate in the Federal Social Security System.

ARTICLE XXVIII – TRAINING

Section 28.1 – Training Expenses. When the Employer requires an employee to attend schools, or other training, the entire cost of tuition, books, travel, per diem and lodging shall be the responsibility of the Employer. When possible, payment of authorized expenses shall be made in advance.

Section 28.2 – Overtime Rate of Pay . Except as otherwise provided in this Agreement, when the Employer requires an employee to attend schools, training or departmental meetings while off duty and resulting in work in excess of forty (40) hours in a week, such employee shall be compensated at the overtime rate of pay.

Section 28.3 – Tuition Reimbursement. Tuition reimbursement shall be governed by the Employee Education Assistance Program as provided in the Redmond Personnel Manual.

Section 28.4 – EVT Recertification Exam Fees. The City will pay for the exam fees for EVT recertifications when an employee’s job requires the EVT certification.

ARTICLE XXIX – BENEFITS FOR REGULAR PART-TIME EMPLOYEES

Section 29.1 – Holidays. Regular part-time employees are paid for holidays according to the schedule below based on the employee’s work schedule on file with payroll. When a holiday falls during an employee’s scheduled time off, the employee usually takes compensating time off with pay in the same workweek. Exceptions to this policy are approved by the department head and payroll is notified.

Part-Time Hours/Week	Holiday Pro-Ration Schedule
20.0 to 22.4	50%
22.5 to 27.4	62.5%
27.5 to 32.4	75%
32.5 to 37.4	87.5%

(See also Section 23.2 – Holidays)

Section 29.2 – Vacation. Regular part-time employees accrue vacation leave benefits according to the following ratios based on the regular full-time employee’s schedule:

Part-Time Hours/Week	Vacation Accrual Ratio
20.0 to 22.4	0.50
22.5 to 27.4	0.625
27.5 to 32.4	0.75
32.5 to 37.4	0.875

Different part-time work schedules are rounded to the nearest level on the schedule above.

(See also Section 23.1 – Vacation)

Section 29.3 – Sick Leave. Regular part-time employees accrue sick leave credits each month according to the following schedule:

Part-Time Hours/Week	Monthly Sick Leave Credits
20.0 to 22.4	4 hours
22.5 to 27.4	5 hours
27.5 to 32.4	6 hours
32.5 to 37.4	7 hours

Different part-time work schedules are rounded to the nearest level on the schedule above.

(See also Section 22.1 – Sick Leave)

Section 29.4 – Health Benefits. Regular part-time employees have the option to participate in the City’s health benefit plans (for themselves and their dependents) by paying a portion of the premium otherwise payable by the City pursuant to Section 26.1, on a pro-rated basis according to the schedule below for the City’s basic medical plan. In addition to the premium cost sharing below, part-time employees pay (a) the employee portion for dependent coverage as provided in Section 26.1, and (b) any differential between the cost of the basic medical plan and any optional coverage they may choose such as Group Health.

Part-Time Hours/Week	City Premium Contributions	Employee Premium Contributions
20.0 to 22.4	50%	50%
22.5 to 27.4	62.5%	37.5%
27.5 to 32.4	75%	25%
32.5 to 37.4	87.5%	12.5%

Section 29.5 – Retirement. Regular part-time employees become members of MEBT and PERS retirement systems.

ARTICLE XXX – — CIVIL SERVICE JURISDICTION

Section 30.1 – Remedies. The provisions of Articles XIII and XIV shall constitute the exclusive remedy for suspension and non-probationary discharge, provided, however, if the Union elects to not appeal beyond Step 3 of the grievance procedures, the employee may appeal any matter subject to Civil Service through the normal Civil Service Appeals process, and provided further, that all other matters delegated to the Redmond Civil Service Commission by State Law or by Ordinance, Resolution or laws of or pertaining to the City of Redmond and such Commission shall be in the exclusive jurisdiction and authority of the Commission.

Section 30.2 – Civil Service, Discipline and Discharge. Any conflict between the provisions of this Agreement and the City of Redmond Civil Service Rules and Regulations shall be resolved as follows:

- a. to the extent the labor agreement does not address a matter (i.e., discipline, seniority, layoffs, etc.) and Civil Service does, then Civil Service shall prevail; and
- b. to the extent the labor agreement addresses a matter (i.e., discipline, seniority, lay-off, etc.) and Civil Service also does so, the labor agreement shall prevail. The Employer and Union otherwise retain their statutory rights to bargain changes in Civil Service Rules and Regulations (i.e., changes initiated after the effective date of this Agreement) for employees in the bargaining unit. Upon receiving notice of such proposed change(s) from the Civil Service Commission, either party may submit a written request to bargain the change to the Mayor (within sixty (60) calendar days after receipt of such notice) and the result of such bargaining shall be made a part of this Agreement.

All demotion, suspension or discharge actions of a non-probationary nature (i.e., after the Civil Service probation period as adjusted when applicable) shall be taken only for just cause, and shall be subject to review solely through the grievance procedure contained in this Agreement, provided that, if the Union elects to not submit a demand for arbitration pursuant to Section 14.3 of the grievance procedure, thereby waiving the right to arbitration, the employee shall have the right to review the action by the Civil Service Commission, as provided in the Civil Service Rules and Regulations, which shall then apply the substantive and procedural rights as provided in the Civil Service Rules and Regulations. The parties further agree that all decisions relating to the accommodation of a disability are excluded from Civil Service review provided that such decisions shall be subject to the grievance procedure of this Agreement to the extent such decision is governed by this Agreement. The parties acknowledge that prior to June 1, 1996 neither party to this Agreement or the employees covered by this Agreement acted in accordance with the rights and responsibilities of the parties and employees as specified in the City of Redmond Civil Service Ordinance and Civil Service Rules and Regulations ("Civil Service"). Pursuant to the authority contained in RCW 41.56 the parties agree pursuant to this Agreement that the employees in the bargaining unit shall be subject to Civil Service except as otherwise specifically provided herein. The City, Union and the employees hereby waive any past failure to comply with Civil Service and agree to take no action against the other parties hereto based on such failure to comply, including, but not limited to dismissing an employee on the basis that they were not hired in a manner consistent with Civil Service, challenging appointments on the basis that they were not made in conformance with Civil Service procedures, or challenging any discipline, discharge or other employee action by the City on any basis related to Civil Service.

Section 30.3 – Future Application of Civil Service. The Union and the Employer acknowledge that the mandatory application of Civil Service to employees of this bargaining unit is an unsettled issue. If (a) the holding of Teamsters v. Moses Lake, 70 Wn. App. 404, 1993, is overruled by the Washington State Supreme Court, or (b) statutory amendments are adopted which exclude the employees of this bargaining unit from coverage of the state Civil Service statute, the parties agree that the employees and all bargaining unit positions shall immediately cease to be governed by any Civil Service laws and regulations of the state or the Employer, and that the following provisions of this Agreement shall immediately be terminated and be of no further force and effect: the last sentence of Section 2.1; Section 11.1; clause (b) of Section 15.2; the phrase “City of Redmond Civil Service Ordinances, Rules and Regulations, and the” from Section 25.2; and Article XXX.

ARTICLE XXXI – WORK STOPPAGE

The City and the Union recognize that the public interest requires the efficient and uninterrupted performance of the City services, and to this end pledge their best efforts to avoid or eliminate

any conduct contrary to this objective. During the term of this Agreement neither the Union nor the employees covered by this Agreement shall cause, engage in or sanction any work stoppage, strike, slow down or other interference with City functions. Employees who engage in any of the foregoing actions shall be subject to disciplinary action. The City shall not institute any lockout of its employees during the life of this Agreement.

ARTICLE XXXII – SAVINGS CLAUSE

Should any provision of this Agreement or the application of such provision be rendered or declared invalid by a Court of final jurisdiction or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE XXXIII – SCOPE OF AGREEMENT

The Agreement expressed herein in writing constitutes the entire Agreement between the parties as of this date. During the term of this Agreement, amendments and additions may be made by mutual consent.

ARTICLE XXXIV – DURATION OF AGREEMENT

The effective date of this Agreement shall be January 1, 2010 and remain in full force and effective through December 31, 2012. If a successor agreement has not been executed before the expiration of this Agreement, the terms hereof shall continue until a new agreement is finalized.

Changes in the terms and provisions of this Agreement may only be accomplished through mutual consent of both parties.

Signed this ____ day of _____, 2010.

CITY OF REDMOND

INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS UNION, LOCAL #2829

Mayor

President

Attest:

City Clerk

Secretary

Date

Vice President

APPENDIX "A"

**2010 - 2012
AGREEMENT
By and Between
CITY OF REDMOND
and
REDMOND FIRE FIGHTERS UNION #2829, I.A.F.F.
(Representing the Fire Support Bargaining Unit)**

A.1 2010 SALARY SCHEDULE. Effective January 1, 2010 the rates of pay shall be as provided in the Fire Support Pay Plan attached hereto as Appendix A-1, and the monthly rates of pay for individual employees covered by this agreement shall be increased by 0.97 percent.

A.2 2011 AND 2012 ADJUSTMENTS. Salary adjustments for 2011 and 2012 shall be as provided in Article XVI.

A.3 ADMINISTRATION OF PAY. Employees' compensation shall continue to be administered pursuant to the Merit Matrix, attached as Appendix D.

A.4 ANNIVERSARY DATES. All merit increases in rates of pay shall become effective on the pay anniversary date of as defined in Section 5.40 of the Redmond Personnel Manual.

A.5 RECLASSIFICATION AND ADVANCEMENT TO HIGHER CLASSIFICATION. Reclassifications shall be process as provided in Appendix C. Upon reclassification or promotion to a higher classification, an employee shall receive a pay increase as provided in the Redmond Personnel Manual.

A.6 LONGEVITY PAY. In addition to the monthly rates of pay set forth above, employees shall receive monthly longevity pay in accordance with the following compensation plan:

Service Time	Monthly Longevity Pay
6 ½ years	\$30.00
10 years	\$45.00
15 years	\$60.00
20 years	\$75.00

A.7 TOOL ALLOWANCE. It is mutually understood and agreed that the “standard of the industry” is the practice of mechanics providing their own hand tools and toolboxes and that this standard will be adhered to within the City of Redmond. Nevertheless, to provide for technological updating, general usage, and replacement of personally owned tools, each employee holding the classification of fire mechanic or fire apparatus supervisor with responsibility for providing personal hand tools and toolboxes, will receive a tool allowance of Two Hundred Forty Dollars (\$240) per quarter.

A.8 UNIFORMS AND PROTECTIVE CLOTHING. Uniforms and personal protective equipment and clothing will be provided to support personnel as required by SOG Personnel – 018.

INITIALS

UNION _____ EMPLOYER _____

**APPENDIX A-1
CITY OF REDMOND
PAY PLAN "FS" – FIRE SUPPORT**

**REDMOND FIRE FIGHTERS UNION
(representing the Fire Support Bargaining Unit)**

**Monthly Rates
Effective: 1 January 2010**

Grade	Title	Minimum	Midpoint	Maximum
FS10	Fire Support Office Technician	\$2,477	\$3,098	\$3,719
FS20	Fire Support Administrative Assistant	\$2,917	\$3,627	\$4,337
FS25	Fire Support Program Coordinator	\$4,255	\$4,841	\$5,426
FS30	Fire Mechanic	\$4,495	\$5,009	\$5,523
FS40	Fire Apparatus Program Supervisor	\$5,168	\$5,760	\$6,351

APPENDIX B
CITY OF REDMOND
GUIDELINES FOR COMPENSATION STUDY IMPLEMENTATION

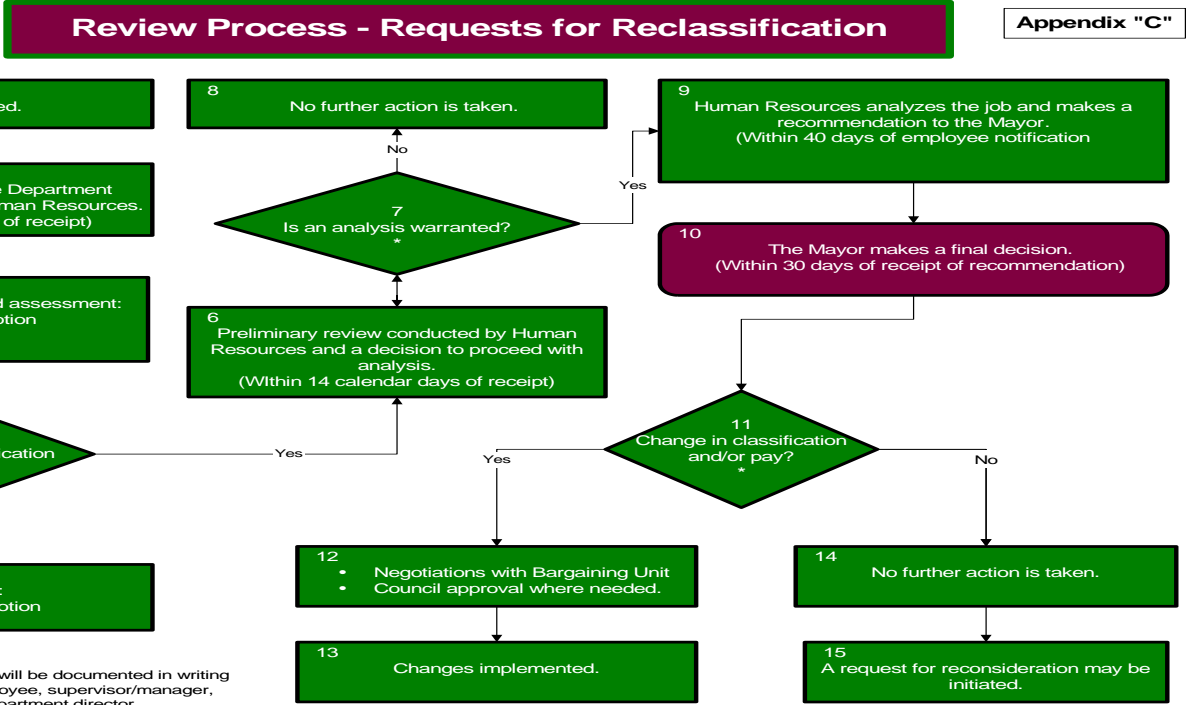
When market data is used to make adjustments to salary ranges, individual employee pay will be adjusted in accordance with the following rules:

1. When the base pay of individual employees is found to be below the bottom of the new salary range, the individual's pay will be raised to the bottom of the new range and performance incentive rules will apply.
2. When the base pay of an individual employee is found to be above the top of the new salary range, the individual's pay will be frozen until such time as their base pay is within the assigned salary range for their position. Employees who are at the top of their range, or beyond the top of their range, will continue to be eligible for performance incentives, in instances where performance incentives are applicable.

When the base pay of an individual employee is within the new salary range, no adjustment will be made to an individual's pay. Performance incentive rules will apply when applicable.

**APPENDIX C
CITY OF REDMOND
RECLASSIFICATION PROCESS**

**REDMOND FIRE FIGHTERS UNION
(representing the Fire Support Bargaining Unit)**



Appendix "C"

1 A request may be initiated by a manager/supervisor, the Department Director, or the employee. The request must be made on a standard request form.

8 Further action will depend upon the decision of Human Resources and the Department Director. When no further action is taken, the employee will be notified in writing and a copy of the request and responses will be placed in the employee's personnel file.

2 If the request is initiated by the employee or the manager/supervisor, a copy of the request is forwarded to the Department Director, and to Human Resources.

9 If a review is determined to be warranted, Human Resources will conduct a job analysis and market study. Recommendations will be made regarding classification and pay. Copies of the analysis and the market study will be shared with the Department Director, the Bargaining Unit, and with the employee, then forwarded to a Classification Review Committee.

3 Human Resources and the Department Director must determine whether a the request is for a reclassification, a non-competitive promotional increase, or working out of classification. If the request is for a non-competitive promotion, or working out of classification, the request will proceed directly to analysis.

10 The Mayor will review the request, the analysis and the recommendations and comments of the Committee. The Mayor will make the final decision to reclassify the position.

4/5 Decision making point, is this a request for reclassification, non-competitive promotion, or working out of classification?

11 Decision point, a reclassification may be implemented based on the decision of the Mayor. The employee will be notified of the Mayor's decision and a copies of the decision will be distributed to Human Resources, the Union (when applicable), and the Department Director.

6 A preliminary analysis will be conducted to determine whether or not significant factors have changed in the position and whether further analysis is warranted.

12/13 If no further action is recommended, the employee may appeal the decision using the process outlined in Section 4.50 of the Human Resources Policy Manual.

7 Decision making point regarding the merits of continuing to analysis. The employee will be notified in writing of the decision. If no further action is taken at this point, the employee may resubmit the request with further information, or may choose to pursue the issue through a grievance process.

14 Recommendations will be negotiated before implemented. Council approval will be requested when needed.

15 Changes will be implemented.

**APPENDIX D
CITY OF REDMOND
MERIT MATRIX GUIDELINES**

Numerical Rating	Performance Level	Up to Midpoint	At the Midpoint Or Above	At Top
3.70 - 4.00	Level 1	5% on base + 2% lump sum	4% on base + 2% lump sum	3% lump sum
3.40 - 3.69	Level 2	5% on base	4% on base	2% lump sum
2.76 - 3.39	Level 3	3% on base	2% on base	0
2.00 - 2.75	Level 4	1% on base	0	0
1.00 - 1.99	Level 5	0	0	0

Notes on the Merit Matrix:

- (A) *Lump Sum* = This percent of annual salary is paid all at once and not added to base.
- (B) An employee's raise depends on two factors: (1) Their performance, and (2) the employee's current salary relative to the midpoint of their salary range.
- (C) "The compensation system will allow employees who perform to job standards to reach the midpoint of the salary range for their job class. Employees who perform at a level that exceeds job standards will be eligible to receive compensation that exceeds the salary grade midpoint."

Rating Guidelines

NUMBER	RATING	DESCRIPTION
4	Outstanding	The employee has exceeded the expectations for this objective or critical skill area <i>by a wide margin</i> . Very few employees achieve this level of performance.
3	Exceeds Expectations	The employee's performance is above <i>meets expectations</i> and is consistent with the definition for exceeds expectations for this objective or critical skill area.
2	Meets Expectations	The employee has <i>met</i> the performance expectations for this objective or critical skill area.
1	Needs Improvement	The employee has <i>failed to meet</i> one or more of the significant performance expectations for this objective or critical skill area. Immediate improvement is necessary within ninety days.

Exceptional Rating for Employees at the Top of their Salary Range

Employees who are at the top of their pay range and who demonstrate performance that significantly exceeds goals, targets, or expectations for all aspects of the job and/or who have made important and lasting contributions to the City of Redmond, are eligible to receive a 5 percent lump sum merit award. Exceptional merit awards require approval from the Mayor. This level of performance is seen on a very infrequent basis.

**CITY OF REDMOND
ORDINANCE NO. 2528**

AN ORDINANCE OF THE CITY OF REDMOND,
WASHINGTON AMENDING THE 2009 FIRE SUPPORT
PAY PLAN FOR EMPLOYEES COVERED BY THE
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
#2829 REPRESENTING ALL NON-UNIFORMED
EMPLOYEES OF THE CITY OF REDMOND FIRE
DEPARTMENT, EXCLUDING SUPERVISORS,
CONFIDENTIAL EMPLOYEES AND ALL OTHER CITY
EMPLOYEES

WHEREAS, the City of Redmond recently completed labor contract negotiations with the International Association of Fire Fighters No. 2829 representing all non-uniformed employees of the City of Redmond Fire Department, excluding supervisors, confidential employees, and all other city employees; and

WHEREAS, Pay Plan FS was established and put into effect, the salary ranges implemented and adopted; and

WHEREAS, the salary ranges adopted by Ordinance No. 2488 have now been adjusted in accordance with the previously implemented agreement with the Fire Support bargaining unit.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. Pay plan adopted. Effective January 1, 2010, Pay Plan FS is amended to read as set forth on Exhibit 1 attached to this ordinance and incorporated herein by this reference as if set forth in full.

Attachment B

Section 2. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 3. Effective date. This Ordinance shall take effect five days after its publication, or publication of a summary thereof, in the City's official newspaper.

ADOPTED by the Redmond City Council this ____ day of May, 2010.

CITY OF REDMOND

MAYOR, JOHN MARCHIONE

ATTEST/AUTHENTICATED:

CITY CLERK, MICHELLE M. MCGEHEE, CMC

APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY:

By: _____

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
SIGNED BY THE MAYOR:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.: _____

City of Redmond
Pay Plan "FS" - Fire Support
Redmond Fire Fighters Union
Representing the Fire Support Bargaining Unit
Effective: January 1, 2010

Grade	Title	Minimum	Midpoint	Maximum
FS10	Fire Support Office Technician	\$2,477	\$3,098	\$3,719
FS20	Fire Support Administrative Assistant	\$2,917	\$3,627	\$4,337
FS25	Fire Support Program Coordinator	\$4,255	\$4,841	\$5,426
FS30	Fire Mechanic	\$4,495	\$5,009	\$5,523
FS40	Fire Apparatus Program Supervisor	\$5,168	\$5,760	\$6,351