

MEMO TO:

City Council

FROM:

John Marchione, Mayor

DATE:

February 7, 2012

SUBJECT:

Approval of the Memorandum of Understanding ("MOU"), entered into by the City of Redmond and Washington State Council of County and City Employees, Local 21-RD (AFSCME), modifying the terms of the 2006-2008 collective bargaining agreement between the parties, through 2012; and recording the agreement relating to the granting of

Professional Leave time for FLSA Exempt Employees.

I. RECOMMENDED ACTION:

Approve the MOU, (Attachment A), entered into between the parties modifying the terms of the collective bargaining agreement, granting Professional Leave time for FLSA Exempt Employees.

II. DEPARTMENT CONTACTS:

Kerry Sievers, Human Resources Director (425) 556-2122 Julie Howe, Compensation Programs Manager (425) 556-2127

III. DESCRIPTION:

In summary, the parties agreed to modify the terms of the collective bargaining agreement by adding language granting 48-hours of professional leave time per year, on a 'use it or lose it' basis, for FLSA Exempt Employees. By adding this language to the AFSCME collective bargaining agreement all FLSA exempt employees throughout the City will be treated the same. This issue came before the Public Administration and Finance Committee on November 8, 2011.

IV. IMPACT:

Currently AFSCME has one employee that will be impacted by this change.

V. LIST OF ATTACHMENTS:

Attachment A:

Memorandum of Understanding by and between the City of Redmond and Washington State Council of County and City Employees, Local 21-RD

Kerry Sievers, Human Resources Director

Approved for Council Agenda

John Marchione, Mayor

Date

MEMORANDUM OF UNDERSTANDING

Regarding Professional Leave and to designate the classification of Source Control Technician (Administrator) FLSA Exempt and overtime ineligible while incumbent Elaine Dilley is the incumbent in the classification

By and Between City of Redmond

And

THE WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES (AFSCME)

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between the City of Redmond (City) and the Washington State Council of County and City Employees, Local 21-RD (AFSCME or Union) to modify the terms of the 2006-2008 collective bargaining agreement between the parties, which has been extended through 2012 (the "Agreement"). Except as provided in this MOU, the wages, working conditions and terms of employment shall be governed by the Agreement.

- 1. Purpose. The purpose of this MOU is to record the agreement between the parties relating to granting of Professional Leave time for FLSA Exempt employees. This Memorandum records the understanding between the parties adding a new Professional Leave section to Article 14 Hours of Work and Overtime. And to designate the classification of Source Control Technician (Administrator) FLSA Exempt and overtime ineligible while incumbent Elaine Dilley is the incumbent in the classification and continues to perform exempt duties.
- 2. Article 14, Hours of Work and Overtime
 Article 14. Hours of Work and Overtime. is amended to add the following new section:

Section 9 - Professional Leave.

Employees exempt from overtime compensation under the Federal Fair Labor Standards Act (FLSA) are afforded greater flexibility with regard to their work day. Further, in recognition of the additional hours worked by an FLSA exempt Employee from time to time beyond their standard workweek, at the beginning of each calendar year, exempt Employees shall automatically be credited with six (6) days (48 hours) of professional leave. Professional leave is prorated for exempt part-time employees and for exempt employees who start mid-year. Professional leave is intended to be used for occasional paid days off without reducing an Employee's accrued vacation. Use of professional leave must be approved by an individual's supervisor. Professional leave may not be used to substitute for sick leave unless all sick leave has been used. Any professional leave not used during the course of a calendar year shall be forfeited. Unused professional leave shall not be paid to an Employee upon resignation or termination.

- 3. Source Control Technician (Administrator). While this position is being filled by Elaine Dilley and the incumbent continues to perform FLSA Exempt duties the classification and the individual shall be designated as FLSA Exempt and shall be overtime ineligible. Should the current incumbent leave or should the essential duties of the position change this position may revert back to a non-exempt status and would be eligible for overtime.
- 4. **Integration.** This MOU is an integrated document. This document is the only agreement among the parties hereto with respect to its subject matter, and replaces and/or supersedes any and all prior agreements or understandings between the parties regarding the

subject matter of this MOU. The parties hereto agree that all previous agreements and representations regarding the subject matter of this MOU, whether oral or in writing, are hereby null and void and of no further force of effect, any modifications to this MOU must be made in writing, signed by the parties hereto in order to be valid and binding.

- 5. Severability. If any term or condition of this MOU is found to be invalid, the remaining terms and conditions shall remain in full force and effect.
- 6. **Acknowledgement**. The undersigned agree that they have read and understand and do hereby approve and agree to the terms of the Memorandum of Understanding between the City of Redmond and the Washington State Council of County and City Employees, Local 21-RD.
 - 7. Effective Date. This MOU shall be effective March 1, 2012

DATED the day	of, 2012.
CITY OF REDMOND	WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES
John Marchione	John Burtsche
Mayor	President
ATTEST:	Caroff Info
City Clerk	Staff/Representative Staff/Representative
	WSCCCE