

**AGREEMENT**

**BETWEEN**

**CITY OF REDMOND, OREGON**

**AND**

**COREA LOCAL 3704**  
**AFSCME COUNCIL 75**

**JULY 1, 2016 – JUNE 30, 2019**

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## SCOPE OF AGREEMENT

THIS AGREEMENT is entered by and between the CITY OF REDMOND, OREGON, hereinafter referred to as the "City" and City of Redmond Employee Union, Local 3704 AFSCME Council 75 hereinafter referred to as Union setting forth the full and complete agreement between the City and the Union, as governed by State statute. This Agreement supersedes all previous agreements.

### **ARTICLE 1 RECOGNITION**

The City recognizes the Union as the sole and exclusive bargaining agent as certified by the Employment Relations Board for the purposes of establishing salaries, wages, hours of work and other conditions of employment for all of its non-supervisory and non-confidential regular employees who work in excess of 80 hours per month, within the Public Works, Airport and Engineering Departments of the City as identified in Appendix B, excluding temporary, seasonal employees, and other non-represented employees.

### **ARTICLE 2 UNION FAIR SHARE AND CHECK-OFF**

Section 1: Membership or non-membership in the Union shall be the individual choice of employees covered by this Agreement. However, any employee who chooses not to belong to the Union (ORS 243.650(10) Fair Share) shall make a payment in lieu of dues to the Union. Such payment shall be for the administration of collective bargaining and contract representation equal to and shall in no event exceed regular Union dues uniformly required.

Section 2: The City agrees to deduct from the paychecks of each employee the regular monthly dues uniformly required of members of the Union or monthly "payment in lieu of dues" as the case may be. The amounts deducted shall be transmitted monthly to AFSCME Council 75 on behalf of Local 3704 and the employees involved along with a list of names of members and fair share employees. The Union agrees to hold the City harmless against any and all claims, suits, orders or judgments brought against the City as a result of the provisions for dues deductions and "fair share" deductions. While the City will not be held liable for deduction errors, it will make proper adjustments with the Union for errors as soon as it is practicable. In no case shall such an adjustment extend beyond the following pay period. In order for both parties to have adequate information on dues deduction, an updated list of the names of all employees in the bargaining unit will be delivered to the Union along with the monthly transmittal for the deductions. The Union agrees to refund to the City any deductions and dues paid to it in error. Such refunded money shall then be returned to the employee(s) as appropriate. The City agrees to provide to the Union the names of new employees

within thirty (30) days of the first day of employment of each new employee represented by this Agreement.

Section 3: An employee who objects to membership in the Union on the basis of bona fide religious tenets or teachings of a religious body of which such employee is a member shall inform the City and the Union of the objection. The employee shall establish with the Union an arrangement for the distribution of an amount of money equivalent to regular Union dues uniformly required to a mutually acceptable charitable organization. The employee must provide proof of payment to the City and the Union on a quarterly basis.

Section 4: All employees covered by this Agreement shall within thirty (30) days of employment either (1) become a member of the Union, (2) tender to the Union his/her fair share payment in lieu of dues, or (3) come to agreement with the Union on payment to a charitable organization based upon the religious grounds described in Section 3.

The Union assumes responsibility for repayment of monies found to be illegally deducted by the City under this Article, if the City acts in good faith and absent negligence.

### **ARTICLE 3 MANAGEMENT RIGHTS**

Section 1: The City retains all of the customary, usual and exclusive rights, decision-making, prerogatives, functions, responsibility to manage the affairs of the City or any part of it. The rights of employees in the bargaining unit and the Union are limited to those specifically set forth in this Agreement, and the City retains all prerogatives, functions and rights not specifically limited by the terms of this Agreement. The City shall have no obligation to bargain with the Union with respect to any subject not specifically covered within the terms of this Agreement. Furthermore, as a re-enforcement to the provisions of Article XVII, Section 3, it is agreed that this document contains the full and complete agreement on all bargainable issues between the parties and for persons for whose benefit this Agreement is made. Mandatory subjects of bargaining not covered in this Agreement shall be subject to bargaining pursuant to ORS 243.698.

Section 2: Without limitation, but by way of illustration the exclusive prerogatives, functions and rights of the City shall include the following:

1. To formulate, direct and supervise all operations, functions, work rules and policies of the department in which the employees in the bargaining unit are employed and operations, functions and policies in the remainder of the City as they may affect employees in the bargaining unit.

2. To close or liquidate an office, branch, operation or facility, or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, branches, operations or facilities for budgetary or other reasons.
3. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regard thereto.
4. To establish, revise and implement standards for hiring, classification, promotion quality of work, safety, materials, equipment, uniforms, appearance, methods and procedures.
5. To implement new and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
6. To assign and distribute work.
7. To contract or subcontract work as determined by the City, provided that as to work covered by the bargaining unit, the City agrees to afford an opportunity to meet and confer with the Union as to the effect of such action on wages and conditions of employment of the employees in the bargaining unit consistent with ORS 243.698. This is not meant to limit the City's inherent right to subcontract.
8. To assign shifts, workdays, hours of work and work locations.
9. To designate and to assign all work duties.
10. To introduce new duties and to revise job classifications and duties within the unit.
11. To determine the need for and the qualifications of new employees, transfers and promotions.
12. To discipline, suspend, demote or discharge an employee so long as such action is not arbitrary, in bad faith, or without specific cause.
13. To determine the need for additional educational courses, training programs, on-the-job training and cross-training, and to assign employees to such duties for periods to be determined by the City.

Section 3: The exercise of any management prerogative, function or right which is not specifically modified by this Agreement is not subject to the grievance procedure, or, as set forth above, to bargaining during the term of this Agreement. Any disagreement over the application of the terms of this Agreement shall be processed through the grievance procedure.

## ARTICLE 4 STRIKES AND LOCKOUTS

Section 1: The Union and its members, as individuals or as a group, will not initiate, cause, permit or participate or join in any strike, work stoppage, or slowdown, picketing, or any other restriction of work at any City owned, leased, or operating facilities. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the City by the Union or by any other labor organization when called upon to cross such picket line in the line of duty. Disciplinary action, including discharge, may be taken by the City against any employee or employees engaged in a violation of this Article. Such disciplinary action may be undertaken selectively at the option of the City and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the City. This shall not prohibit the Union from exercising their right to strike in accordance with State law.

Section 2: In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line or other individual choice or collective employee conduct, the Union will immediately, upon notification, attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth in Section 1 above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or by whether such subject matter is or is not subject to the grievance procedure of this Agreement.

Section 3: There will be no lockout of employees in the unit by the City as a consequence of any dispute arising during the period of this Agreement.

## ARTICLE 5 HOURS OF WORK

Article 5 is intended as a basis for recognizing overtime, and shall not be construed as a guarantee of hours of work per day or per week.

Section 1 Workweek: The workweek, to the extent consistent with operating requirements of the Public Works and Airport divisions and covered by this Agreement and recognizing the necessity for continuous service by such divisions throughout the week, shall consist of four consecutive 10-hour days or five consecutive 8-hour days, as scheduled by the City. Every reasonable effort will be made by the City to provide consecutive days off for employees involved in continuous service operations or shift work consistent with programming shifts and/or rotation of personnel as their regular workweek. The City will provide 30 days notice prior to a change in workweek (4/10s or 5/8s). Current schedules and shifts will be posted and made available to all City staff.

Section 2 Hours: The regular hours of work each day shall be consecutive, except for interruptions for authorized rest period and meals.

Section 3 Work Schedules: The City shall post 15 calendar days prior the shift schedule for all positions, this schedule will be posted on the employee bulletin board and a copy given to each member. An employee's normally scheduled workweek shall not be changed without 15 calendar days advance notice to the employee and Union. Mandatory meetings pertaining to safety, security and emergencies only require seven (7) day notice for a work schedule change, and when possible, will be held on Wednesdays for the airport.

Work schedules for any work shift shall not be changed unless the changes are posted for 48 hours prior to the effective date of the change, except for when an open shift needs to be back filled or weather related or for emergency situations, as set by the City, and during the duration of the emergency,

Section 4 Rest Periods: A rest period of 15 minutes with pay shall be permitted all employees during each half shift. Rest periods shall be scheduled by the City in accordance with operating requirements and each employee's assigned duties. Rest periods shall be taken at the job site unless approved by the Supervisor.

Section 5 Meal Periods: All employees shall be granted an unpaid meal period of at least 30 minutes during each work shift. A meal period shall be scheduled at the mid-point of the shift and will be consistent with Oregon State law. For the airport, lunch periods will be scheduled so at least one person is available at the Airport at all times.

A meal period includes personal clean-up and eating time. Consistent with departmental work rules, it may be taken at a location of the employee's choice however when an employee is the only one on duty, the employee will be required to stay on the premises and readily available for duty during their lunch break. In such circumstances, the meal break will be paid.

Section 6. Clean-up Time. Paid time shall be used for personal clean-up at the discretion of the appropriate supervisor where unsanitary conditions may have been encountered during the employee's work day.

## **ARTICLE 6 HOLIDAYS**

Section 1: All employees in a regular position shall be entitled to the following holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving, Christmas Day. Employees shall also be entitled to two floating holiday per calendar year. Unused floating holidays shall be forfeited, with no compensable value, at the end of each year or upon termination, retirement, or death of employees. Scheduling the use of a floating holiday will be consistent with Article 7, Section 5.



Section 2: Employees who are required or scheduled to work on a holiday will be compensated at their discretion either at the rate of one and one-half times their regular rate of pay or granted compensatory time equivalent to the overtime rate for all hours worked on the holiday. Employees who work a holiday will also receive eight (8) hours pay for the holiday.

Section 3: Holidays that occur during vacation will be counted as paid holiday time off.

Section 4: When an authorized Holiday falls on an employee's day off, such coincidence shall not reduce the total time off with pay that the employee shall receive. The holiday shall be treated as if it had fallen on employee's next work day.

## ARTICLE 7 VACATIONS

Section 1: Full-time employees shall accumulate vacation time monthly per length of employment with the City as follows:

Length of Employment Accumulation	Days/Year	Hrs.	Max Accum.
0 through 48 months	12 days/year	8.00	176
Beginning of 49 <sup>th</sup> mo. through 84 <sup>th</sup> mo.	15 days/year	10.00	200
Beginning of 85 <sup>th</sup> mo. through 108 <sup>th</sup> mo.	17 days/year	11.33	216
Beginning of 109 <sup>th</sup> mo. through 156 <sup>th</sup> mo.	20 days/year	13.33	240
Beginning of 157 <sup>th</sup> mo. through 228 <sup>th</sup> mo.	22 days/year	14.67	256
Beginning of 229 <sup>th</sup> mo.	25 days/year	16.67	280

After successful completion of the six (6) month probationary period, an employee shall be credited with vacation leave for that probationary period and shall begin accruing vacation leave thereafter at the specified monthly rate.

Section 2 Accumulation of leave: Continuous service for the purpose of accumulating vacation leave credit shall be service unbroken by separation from the City, except that time spent by an employee on paid military leave, paid sick leave or FMLA/OFLA/OFMLA qualified leave, and authorized educational leave while on paid status, shall be included as continuous service. Time spent on other types of authorized leaves of absence shall not be counted as part of continuous service, provided that employees returning from such leave and employees on layoff status shall be entitled to credit for service prior to the leave or layoff.

Section 3: Earned hours above maximum accrual. At the end of the calendar year (December 31<sup>st</sup>), each eligible employee who has accrued vacation hours over their annual max, will have the amount in excess of their annual max rolled into that employees VEBA account by the City. The contribution shall include the entire cash

value calculated at the employee's hourly rate and will include all applicable incentives. The transfer will occur by January 31<sup>st</sup>.

At the time of separation, an employee will be paid all accrued but unused vacation time not to exceed the maximum accumulation schedule listed in Section 1. In no event shall an employee forfeit vacation time or pay if the employee's failure to take vacation leave was caused by the City's requirement that the employee remain at work for operation or other needs. This exception shall be documented and signed by the employee and the supervisor.

Section 4: Vacation and leave: Vacation time with pay shall not accrue during an authorized leave of absence without pay. No payment shall be made for vacation time lost by an employee because of accrual limitations unless the failure to take vacation leave is caused by the City's requirement that the employee be at work during a scheduled vacation period.

Section 5: Requesting vacation time: Employees shall be permitted to request vacation on either a split or an entire basis. Vacation times shall be scheduled by operation, the availability of vacation relief, and the City's right to so arrange scheduling that each employee has an opportunity, if they so choose, to use at some time during the next year, the full amount of vacation credit which they could accumulate in 12 months of continuous service. Subject to the foregoing, the employee shall have the right to determine vacation times. An employee must make a written request for vacation twenty (20) days in advance. Written requests made with less than twenty (20) days notice, will not be unreasonably denied.

Vacation times shall be selected on the basis of seniority, defined as the employee's length of continuous service within the bargaining unit (see Article 17, Section 5). Conflicting requests for the same vacation time shall be resolved on the basis of such seniority, but an employee shall be permitted to exercise his right of seniority only once annually. An exception to this seniority preference shall be made if a less senior employee has requested and has had their vacation granted prior to a more senior employee making a request. Due to operational need, multiple requests for the same vacation time off may be subject to limited approval.

Section 6: Vacation bank and Leaving employment:

1. Probationary employees: In the event of the death of an employee, or the termination from employment of a new employee who has not completed his probationary period, no payment of vacation credits earned shall be made to his designated beneficiary or to himself.
2. Regular Employees: In the event of the death of an employee or termination from employment of an employee who has completed their probationary period and is therefore a full-time, regular employee, the employee shall be paid for accrued vacation leave up to the maximum limit at their regular rate of pay.

## ARTICLE 8 SICK LEAVE

Section 1: Accumulation of Sick Leave: Accrued sick leave shall be earned for the purpose stated herein by each full time employee at the rate of one day (8 hours) for each full calendar month of service, commencing with the date of employment. Part time employees earn at a prorated amount based on budgeted FTE, with no less than 1 hour earned for every 30 hours worked. Sick leave may be accumulated to a maximum total of 1,600 hours. Unused sick leave shall terminate on termination of the employee's service with the City.

Section 2: Using the Sick Leave Bank: Sick leave with pay shall be granted for the following reasons: personal illness or injury, illness in the employee's immediate family that requires the employee's attention with the family to arrange for medical care and/or other family services, doctor or dentist appointment, or the death of a member of the employee's immediate family, or as otherwise permitted by applicable law.

An employee's "immediate family" shall be defined by the Oregon Family Leave Act (OFLA) definition of Immediate Family. In the event that sick leave is used for the purpose of keeping a doctor or dentist appointment, it is understood that the employee will make a reasonable effort to schedule such appointments as near as possible to the end of their assigned work shift. In the event the completion of such an appointment affords the employee an opportunity to return to work for the balance of the work shift, they may return to work with the permission of their supervisor and sick leave will be deducted on a pro rata basis.

Section 3: Using Sick Leave: Employees may utilize their allowance of sick leave when they are unable to perform their work duties by reason of personal illness or injury, or for any of the circumstances as specified in Section 2 above. In such event, the employee shall notify the City of absence due to illness or injury, or for other authorized reasons specified above and the nature and expected length thereof as soon as possible prior to the beginning of his regular scheduled work shift, unless he is unable to do so because of the serious nature of the injury or illness. The City may, at its option, require a medical provider's statement of the nature and identity of the illness or injury, the need for the employee's absence and an estimated duration of the absence, for absences over three days in length, prior to allowing the employee to return to work and receive payment for the sick leave taken. However, when in the judgment of the City, reason exists to suspect that an employee has abused the sick leave privilege, the City shall be able to notify the employee in writing that the City shall require that employee to obtain a medical provider's statement certifying the reason for any further use or uses of sick leave in any amount until the alleged abuse of sick leave has ceased. Where the City finds the employee is, by reason of his illness or injury, unable to perform services with the regularity, efficiency or degree of safety to himself or to others which the City finds necessary to the proper operation of the department and safety of fellow employees and the public, or where the City finds that the employee's illness or injury is a state where it

may present an unnecessary and unreasonable risk of infection to other employees, the City shall have the right to require that they absent themselves and take further sick leave, or, if the employee's sick leave has been exhausted, that they remain on leave with the option to use accrued vacation, compensatory, or floating holiday time to cover a continuing absence due to illness or injury. The employer will engage in the interactive process when applicable to assist employees under such circumstances.

Section 4: Workers Compensation: When an injury occurs in the course of employment, an employee may elect to use paid leaves to supplement Worker's compensation payments. The City's obligation to pay under this sick leave article is limited to the difference between any disability payment or time loss payment received under Workers' Compensation laws and the employee's regular net pay. Regular net pay is the employee's regular salary at the time of the injury as found in the compensation table.

In such instances, where the employee has elected to use paid leaves to supplement Worker's Compensation payments, pro-rated charges will be made against accrued paid leaves, in the order of compensatory time, sick leave, vacation, and personal leave (floating holidays), until such time the employee discontinues use of paid leaves or until such leaves are exhausted, not to exceed 180 days from date of injury.

The City will continue to contribute to medical and dental insurance as provided in Article 13 of this agreement if an employee is off work as a result of an injury or illness that is compensable under the Workers' Compensation carrier, except as limited by the carrier and not to exceed 180 days. Employee is responsible for payment of their individual cost share during this period.

Employees receiving benefits on a workers compensation claim may be offered light duty assignment if approved by the medical provider. Employees on light duty will be paid hourly based on hours assigned. Light duty assignments may be subject to reevaluation by the employer after 180 days from date of injury.

## **ARTICLE 9 OTHER PAID LEAVES OF ABSENCE**

Section 1 Jury Duty: Employees shall be granted leave with pay for service upon a jury. The employee shall provide to the City a copy of the jury request. Upon being excused from jury service for any day an employee shall immediately contact the department head or his immediate supervisor for work assignment for the remainder of his regular workday.

Section 2 Required Court Appearance: An employee shall receive their regular compensation when required to appear in any court in connection with an employee's officially assigned duties, provided that the requirement to appear in court by subpoena. The period of such authorized absence shall include the time required for travel to the court and return to the employee's work site or the City of Redmond,

whichever is appropriate. An employee may use vacation or compensatory time for required court appearances not related to City work.

## **ARTICLE 10 UNPAID LEAVES OF ABSENCE**

Section 1 Personal Leave: An employee may make a request to take a Personal Leave of Absence not to exceed 90 calendar days. Requests for such leaves must be in writing to the City Manager, setting forth the purpose(s) of such leave, the justification(s) therefore, and the desired number of days of such leave. The leave may be granted if the City finds there is reasonable justification to grant such leave and that the work of the department will not be handicapped by the temporary absence of the employee or for an accommodation through the interactive process under the ADA. During such absence the employee shall use all vacation and compensatory time on the books before falling into an unpaid leave. If the employee does fall into an unpaid leave status the City will provide the employee with their options to continue their health/dental insurance premiums. The employee will not accrue leave during the unpaid period of time, unless otherwise permitted by law.

Section 2 Appearances: Leave without pay shall be granted for an appearance by subpoena by a City employee before a court, legislative committee, judicial or quasi-judicial body of the state.

Section 3 Union Business: Employees elected to any Union office or selected by the Union to do Union work which takes them from their employment with the City may make written request at least 20 days in advance (consistent with Article 7.5) with the City for a leave of absence without pay. Such period of absence shall not exceed 10 regularly scheduled workdays annually in total for the bargaining unit. The granting of leave under this Section 3 shall be at the discretion of the City subject to the operational needs of the Department and provided that adequate relief for the affected employee's duty is available. Any employee who has been granted such a leave of absence for Union business and, who, for any reason, fails to return to work at the expiration of said leave shall be considered as having resigned their position with the City; unless the employee, prior to the expiration of their leave of absence, makes application for and receives City permission for and extension of the leave for a specific period of time, or gives notice and later furnishes evidence that they were unable to return to work by reason of sickness or injury.

## **ARTICLE 11 EDUCATION TRAINING AND TRAVEL**

Section 1 Authorized Travel, Training and conference Attendance: Per the City's approved Education, Travel and Training Policy

Section 2 Conference and Training attendance: Employees will be granted time off with pay for educational purposes for the reasonable lengths of time to attend conferences, seminars, briefing sessions, training programs, when attendance at such programs is approved by the City. Occasionally, employees may require training to perform or learn new tasks required by the City as a result of a change in assignment or workload. The City will endeavor to schedule training during normal working hours. However, time spent beyond the employee's regular scheduled working hours, or on an employee's regularly scheduled day off, shall be compensated at the employee's discretion of the appropriate overtime or compensatory rate, when the employee attends training on a required basis.

Section 3 Education leave: After an employee completes one year of continuous service as a full time employee, the employee may make written request to the City for a leave of absence without pay for the purpose of upgrading their professional ability and skills through enrollment in educational courses related to their employment at an accredited educational institution or school. The period of leave under this Section shall not exceed the general 120 days period of time, except that it may be renewed or extended upon written request of the employee and approval by the City. Leaves of absence with approved extensions or renewals under this Section may not be provided more than once in any three-year period of continuous employment with the City. Employees on unpaid leaves are responsible for payment of insurance premiums and will not accrue paid leaves.

The City may approve work related educational opportunities to enhance professional growth.

## **ARTICLE 12 COMPENSATION**

Section 1 Wages: The salary schedule for July 1, 2016 is attached as Appendix A the wage increase for the contract period of July 1, 2016 through June 30, 2019 is as follows:

Effective upon execution, the salary scale will remain unadjusted.

Effective July 1, 2018, step I of the salary scale will be increased by two percent (2%). Step are 3.5% apart.

The parties acknowledge that compensation provided for in this agreement account for working varying work shifts during the day, in lieu of shift differential pay.

The wages are based on a 40 hour regular work week or 2080 hours per year. Salaries in the Appendix A are intended to provide equalized paychecks throughout the year.

When any position not listed on Appendix B but within the bargaining unit is established, the City shall designate a job classification and pay rate for the position. The Union shall be notified of the new position. The new pay rate for that new position shall be considered tentative, subject to a request from the Union to negotiate the wage, consistent with ORS 243.698. The employer is not precluded from hiring for the position during bargaining. The City will bargain in good faith during this period.

Section 2: Retirement: The City is an Oregon PERS employer. Effective July 1, 2018, the City agrees to “pick-up” the 6% contribution normally paid by employees. This provision is intended to remain in future agreements to historically record this change.

Section 3: Pay Periods: Employees shall be paid for time worked twice a month except in any emergency, regular pay days will normally occur on the 15<sup>th</sup> and no later than the last working day of the month. In the event a regularly scheduled pay date falls on a Saturday, Sunday or on a holiday (as defined in the Agreement), the last preceding work day shall be the regular pay date.

Section 4: Call Back Time: Call back is provided to compensate employees required to return to work after a regularly assigned shift. Employees shall be required to answer a call back to duty unless excused by the Supervisor. Employees called back to work shall receive overtime pay for all hours worked and, if called back, they shall be credited with not less than two (2) hours in any event at the overtime rate. Call backs within the same two hour period will be considered as one. This Section applies only when call back results in hours worked which are not annexed consecutively to the one end or the other end of the working day or the working shift. This section does not apply to scheduled overtime, whether such overtime is annexed to the beginning of the work shift or annexed to the end of the work shift or work day. If at the end of the shift, the employee has departed the City’s premises before being called back, the same shall not be considered overtime but shall be considered and compensated as call back under this section.

On occasion, an employee may receive a phone call when off duty to answer a work related question. Short calls, usually less than 5 minutes, are considered insignificant and not compensable. Phone calls in excess of 5 minutes are compensable overtime in ¼ hour increments consistent with Section 12.6. Employees will log the details of the call and provide it with timesheets.

Section 4A: Scheduled On-Call Time: Scheduled on call means that the employee will be required to be readily available to report to work within 30 minutes time, with the exception of waste water employees, to be readily available to report to work within 40 minutes, with the understanding that response times will be given reasonable consideration for circumstances beyond the employee’s control. Any employee assigned by their supervisor to be on a schedule of on-call, shall be compensated at the rate of one hour at their regular rate of pay for every consecutive four hours of on call status. A call back does not count towards on-call time. The supervisor

will assign scheduled on-call by operational need considering input from eligible employees. Employees required to return to work as a result of a call back while on call will be compensated consistent with Section 4 above.

When assigned to On-Call time, an employee may receive phone calls to handle a work related matter. Short phone calls, usually less than 5 minutes are considered insignificant and not compensable. Call in excess of 5 minutes are compensable overtime in ¼ hour increments consistent with Section 12.6. Employees will log the details of the call and provide it with timesheets.

If the employee scheduled for on-call status finds that an emergency situation exists requiring additional assistance, the employee must obtain authorization from the employee's immediate Supervisor or Manager designee prior to calling in more employees.

Section 4B Scheduled On - Call Bank Time (OCBT): Employees may accumulate On - Call Bank Time (OCBT hours) in lieu of being paid for the scheduled On Call time hours. Hours earned over the 20 hour bank will be paid to the employees individual HRA/VEBA account on a quarterly plan year basis available 30 days after the plan year quarter. The Employee will be entitled to take said time off from work subject to the approval of the supervisor.

Section 5 Emergency On-Call Stand-By Time: When an employee, who is off-duty and not on any assigned duty or responsibility, is notified by the Manager designee that an emergency situation is developing that the employee may be called back on duty, then that employee has been placed on emergency on-call status and shall be compensated at the rate of one hour of their regular rate of pay for every four consecutive hours they are on such standby status. This provision is similar to scheduled on call status. At the end of such four hours, the employee shall be considered to be off of the standby status unless the employee receives word from the Manager to either extend the standby status or to report for emergency work. If the employee is notified by the Manager to report for duty under the emergency, then that employee shall receive compensation as provided for in Section 3, above.

Section 6 Overtime: (1) Except as provided for herein, employees shall be compensated at the rate of one and one-half times the regular rate of pay under the following conditions, but in no event shall such overtime compensation be received twice for the same hours:

- a. All assigned work in excess of eight (8) hours in a five-day work week or ten (10) hours in a four-day work week, on any scheduled workday (authorized meal times shall not be counted);
- b. All assigned work in excess of 40 hours in any work week. Paid leaves do not count as hours worked; and
- c. All assigned work outside of employee's scheduled work week.



(2) Employees may accumulate compensatory time in lieu of overtime at the rate of one and one-half the times the amount of actual time worked in excess of their regular hours and will be entitled to take said time from work, subject to the provisions contained herein. Hours earned over the 80 hour bank will be paid to the employees individual HRA/VEBA account on a quarterly plan year basis available 30 days after the plan year quarter.

Section 7 Overtime Recording: All overtime must have prior approval of the department head or designated supervisor and shall be recorded by the employee.

Section 8 Show Up Compensation: Any employee who reports for work at their regularly scheduled time and for whom no work is provided shall be compensated for not less than two hours pay at his regular rate. Applicable to this Section 8 only, employees excused by their supervisors shall be considered as "not working" for the City upon leaving the premises. The City has the right to require the employee to remain on the premises and working for the duration of the paid hours.

Section 9 Base Classification: New employees shall be assigned a classification on the basis of the work for which they are hired. Upon successful completion of the probationary period, the employee shall receive a one step increase from the initial hire step in that positions pay range. That date becomes their new step date. Annual step increases will be received on the step date not on their City anniversary date.

Section 10 Acting in Capacity: When a member of the bargaining unit is assigned in writing to work at a higher classification by the Manager than their regular assigned classification and pay rate or assigned to premium pay activity, they shall be paid an additional 5% of base pay for a minimum of two hours or for the actual time worked, whichever is the longest time. Time worked at such higher scale is cumulative until the minimum is reached in any one day.

Section 11 Promotions: Opportunities to work at higher job classification within the bargaining unit may be offered at the discretion of the employer. In the event employees who are considered are equally qualified based on knowledge, skills and abilities, promotion will be based on seniority. Veteran's preference will be applied as applicable under law. In the opinion of the immediate supervisor and the department head. After successful completion of the 6 month promotional probationary period, the employee will receive a one-step pay increase.

Section 12 Pay for reclassification: A reclassification to a class with a higher salary range will result in the base salary rate being adjusted to the minimum rate of the new range or a salary equal to at least one step increase from their current pay, whichever is greater, not to exceed the top step of the new range. Reclassifications are not subject to the grievance process beyond Step 3 to the City Manager.

**ARTICLE 13  
HEALTH AND WELFARE  
RETIREMENT AND LIFE INSURANCE**

Section 1. Health and Welfare.

The City and the Union agree to the following monthly insurance premium cost sharing schedule for medical, dental, and vision insurance:

Full Family contribution:	\$85
Employee + one contribution	\$50
Employee only contribution	\$35

The City will pay the difference between the employee cost sharing premium and the monthly rate.

Section 2 Employment Benefits Committee: An Employee Benefits Committee shall be established by the City to give input into benefit plan design changes. The Employee Benefits Committee shall include at least one member of the Union.

Section 3 Life Insurance: The City agrees to continue during the term of this Agreement the Life, Accidental Death and Dismemberment and Disability Insurance benefits in effect. The City will assume any increase in premiums for the existing benefits of those policies during the life of this Agreement.

Section 4. VEBA: The City will provide a VEBA and HRA accounts for all employees. The City will provide contributions as indicated in Appendix C that will be extended for the term of this agreement.

Additional employee VEBA contributions are available consistent with Article 12.6 (OT/compensatory time), Article 12.4(b) (on-call bank time), and Article 7.3 (Vacations).

Section 5: Air Ambulance: Effective January 1, 2017, the City will provide family membership to Life Flight and AirLink air ambulance services as provided regionally. Coverage to family members is subject to carrier eligibility rules and regulations.

## ARTICLE 14 DISCIPLINE AND DISCHARGE

Section 1: Disciplinary action shall normally include the following: written reprimand, demotion or suspension, and discharge and shall be progressive in nature. The right of the City to discipline or discharge employees shall be limited only to the extent provided in this Article. No regularly appointed employee shall be suspended, demoted or discharged except for cause, nor shall any such employee be suspended, demoted or discharged arbitrarily.

Corrective Actions and Counseling: Forms of evaluation or counseling are not considered formal discipline. These are less formal means of resolving issues related to daily operations or conflicts, such as oral warnings, written directives and work improvement plans. These forms of counseling may serve as evidence for future disciplines. Corrective actions, oral warnings reduced to writing or other counseling are not considered to be discipline and may not be protested through the grievance procedure. A counseling can be maintained in the supervisory file to be reviewed and purged annually. Employees may provide a written rebuttal to a counseling action if provided within 10 calendar days of the counseling. Corrective actions under this section are not placed in the personnel file. Nothing in this Article shall be construed to prevent or prohibit a Department Head or supervisory employee from discussing operational matters informally with employees.

Section 3: Investigatory Interviews: An employee shall have the right to have a Union representative, upon request, present during an interview with a supervisor when the employee has a reasonable belief that the interview is part of an investigation which could result in disciplinary action.

Section 4: If the City determines there is cause for a suspension without pay or discharge, the City shall deliver to the employee and to the Union a written notice of such suspension or discharge. Such notice shall specify the principal grounds for such action. The employee shall be provided an opportunity to meet with the City prior to such a final disciplinary decision. Disciplinary actions imposed on any regularly appointed employee may be protested as a grievance through the grievance procedure as set forth in this Agreement.

Section 5: This Article shall not apply to any new employee on probation as defined in this Agreement. Probationary employees may not grieve disciplinary actions or dismissal.

Section 6: If the City has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

## ARTICLE 15 GRIEVANCE PROCEDURE

In a mutual effort to promote better working relations between parties to this agreement, it is agreed to and understood by both parties, that they will settle any disputes as to the meaning or interpretation of this contract in the following manner. The time limits prescribed therein may be extended for good and sufficient reason by mutual agreement of the Union and the City.

**Step 1:** After first attempting to resolve the grievance informally, the Union, or any employee with notice to the Union, may claim a breach of this Agreement in writing to the employee's immediate supervisor within ten (10) working days from the occurrence, thereof, or of the employee's knowledge thereof or will be deemed waived. The notice shall include (1) a statement of the grievance and relevant facts; (2) provisions of the Contract violated, (3) remedy sought. Upon receipt of the grievance, the supervisor shall respond to the grievance in writing within ten (10) working days, with a copy to the Union.

**Step 2:** If, after ten (10) working days from the date of submission of the grievance to the supervisor, the grievance remains unadjusted, the grievance may be submitted within ten (10) working days to the Director. The Director may meet with the aggrieved party, who may request Union representation at the hearing. The Director shall respond to the grievance in writing within ten (10) working days, with a copy to the Union.

**Step 3:** If, after ten (10) working days from the date of submission of the grievance to the Director the grievance remains unresolved, the grievance may be submitted within ten (10) working days to the City Manager, who shall meet with the aggrieved party and Union representatives and shall respond to the grievance in writing within ten (10) working days, with a copy to the Union.

**Step 4:** If the Union is not satisfied with the City Manager's level three decision, within ten (10) working days after the City Manager's response, the Union will refer the grievance to the Employment Relations Board (ERB) for Mediation or if the parties agree then to a private mediator within 30 days of the City Manager's response. Mediation will be scheduled with the mediator and must initiate within 60 days of the initial notice/request to the ERB, unless otherwise agreed. The parties will engage in at least two mediation sessions. This mediation step does not apply to employment termination cases, unless mutually agreed.

Cost of mediator will be equally split between the parties.

**Step 5:** If the grievance remains unresolved at Step 4, the union may, within ten (10) working days after the second mediation session, by written notice to the other, request arbitration.

After the grievance has been referred to arbitration, the parties or their representatives shall jointly request State Conciliation Service for a list of names of seven (7) arbitrators who reside in Oregon or Washington. The parties shall select an arbitrator from that list by such method as they may jointly choose, or if they are unable to agree upon a method, then by the method of alternate striking of names under which the grieving party shall strike first name objectionable to it and the Employer shall then strike the first name objectionable to it. The final name left on the list shall be the arbitrator.

The arbitrator's decision shall be final and binding, but the arbitrator shall have no power to alter, modify, amend, add to or detract from the terms of this Agreement. The decision of arbitration shall be within the scope and terms of this Agreement and shall be in writing.

The losing party shall pay the arbitrator's fee.

The parties shall make a good faith effort to avoid unreasonable delay in scheduling arbitration hearings. Time limits may be extended by written mutual agreement. In the event the parties dispute timeline issues for matters submitted to arbitration, the arbiter will be limited to hear the timeliness arguments first, including any closing summation by the parties. The arbiter will then rule from the bench on the timeliness issue.

## **ARTICLE 16 PROBATIONARY PERIOD**

Section 1 Purpose: The probationary period is an integral part of the employee's selection process and provides the City with the opportunity to upgrade and improve the department by observing a new employee's work and training, by aiding new employees in adjustment to their positions and by providing an opportunity to reject the employee. Every new employee hired into the bargaining unit shall serve a probationary period of six (6) full months, during that probationary period the employee shall receive a performance evaluation that will be used during the process to determine whether the employee should be considered regular employee status. If the employee is granted regular status the employee will receive seniority status back to the date of their most recent date of hiring. The Union recognizes the right of the City to terminate probationary employees for any reason. Termination of a probationary employee shall not be subject to the grievance procedure under Article 15. (see also Article 14). Upon completion of the probationary period the employee shall receive a one step increase from the initial hire step in that positions pay range.

Section 2 Application of Probationary Period: The Union recognizes the right of the City to exercise all functions not specifically modified by this Article with respect to probationary employees, including but not limited to, the shifting of work schedules and job classifications, the assignment of on-the-job training, cross-training or other classifications, the requirement that such employees attend training programs on their off-duty, for which they will be compensated at one and one-half times their regular rate of pay.

Section 3 Promotional Probationary Period: Regular full time employees promoted into a higher classification shall serve a promotional probationary period of sixty (60) days. The Union also recognizes the right of the City to demote an employee on promotional probationary status to their previous position for any reason. Demotion of an employee on promotional probationary status shall not be subject to the grievance procedure under Article 15. The employee's new annual evaluation and step period will be the promotion date if the employee successfully completes the probationary period. Employees failing a promotional probationary period and returned to the employee's initial position will retain the same seniority as if not having been promoted.

Section 4: Reclassification: A reclassification should take place at the time of the employee's performance evaluation. If a reclassification occurs other than the employee's annual performance evaluation date then the evaluation date will change and reflect the new date for the annual evaluation and step period.

## **ARTICLE 17 GENERAL PROVISIONS**

Section 1 Nondiscrimination: The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination on the basis of race, religion, color, sex, age, national origin or ancestry, genetic information, marital status, parental status, sexual orientation, gender identity and expression, disability, status as a veteran, or political affiliation. The Union shall share equally with the City the responsibility for applying the provisions of this Agreement and the provisions of Section 1.

Section 2 Employee Rights: Employees shall have the right to form, join and participate in the activities of the Union or any other labor organization or to refrain from any or all such activities, and there shall be no discrimination by either the City or the Union by reason of the exercise of such rights except as specifically provided in the Agreement. Nothing in this Agreement shall be construed as precluding or limiting the right of an individual employee from representing themselves in individual personal and personnel matters so long as any action taken by the City is not inconsistent with the terms of this Agreement and the Union has been given an opportunity, at their request, to comment on the action taken, if any.

Section 3 Bulletin Boards: The City agrees to furnish and maintain suitable space on existing bulletin boards in work areas to be used by the Union. The Union shall

limit its postings of notices and bulletins to such spaces on the City bulletin boards. The City may limit their privilege if in its judgment such postings reflect discredit upon the City or its agents.

Section 4 Seniority: The Airport and Public Works shall be considered separate and distinct Departments for purposes of seniority. Seniority shall be the employee's length of continuous service within the bargaining unit, dating from his last date of hire. Initial probationary employees accrue no seniority until they obtain regular full-time status, whereupon their seniority shall date from the beginning of the last date of hire. Seniority shall apply in the matters of taking vacation and layoff/recall as specified in each respective article. Employees shall lose seniority as a result of the following: retirement; resignation; discharge for cause; lay off where employee fails to report to work within three days after being recalled or voluntarily waiving an opportunity to return to work from layoff; and lay off from work for any reason for more than nine months (except that in the case of an industrial accident an employee's seniority rights shall continue for only one year). Seniority shall not be broken by any authorized leave with pay, unless the employee accepts other employment without permission. Seniority shall not accrue during lay off. Upon recall, an employee's seniority shall date from the employee's former hiring date with the City less the period of the lay off.

Section 5 Layoff and Recall:

a. Layoff: In the event a reduction in personnel is determined to be necessary by the City, length of service by classification by Department Division, as provided in Appendix B, shall be the determining factor in such layoff providing the skill competency ability and past performance of employees are substantially equal in the opinion of the City.

b. Recall: In the event a recall is determined to be necessary to the City, length of service shall be the determining factor in such recall providing the skill competency ability and past performance of employees are substantially equal in the opinion of the City. An employee's refusal to accept an offered position from layoff obviates the City's responsibility to make further offers. For the purposes of recalling employees, notice of recall from a layoff period exceeding five regular City work days shall be by certified mail, return receipt requested, sent to the employee at their last known address of record as furnished by the employee to the City. For layoff periods of less than five days, a personal visit by a City representative or a telephone call will suffice. Recall rights shall extinguish if not recalled within 24 months from the date of layoff.

Section 6 Outside Employment: Any City employee holding outside employment defined as regular part-time or regular full-time employment with an employer other than the City of Redmond, or regular, sustaining self-employment, shall notify the City Manager of outside employment within 30 days of engaging in such outside employment. The Union agrees that the City has the right to require its employees to discontinue their outside employment, if in the City's judgment such outside employment violates one or more of the following standards:

- a. Conflicts with City duties;
- b. Detracts from City duties;
- c. Discredits City employment; or
- d. Takes preference over extra duty required by the City.

If employee disagrees with the City's decision they have the right to exercise the grievance process.

Section 7 Licenses: The City will pay for any special driver's licenses required by the State or Federal government that pertains to their work.

Section 8 Boot Allowance: The classifications listed in Appendix D are eligible for a boot allowance every "even" ended year payable in the second pay period of July starting July 2016.

The boot allowance will be \$300, subject to applicable withholdings. Employees receiving this allowance are expected to wear the boots for work purposes. Employees on probation are not eligible for the boot allowance until passing probation. Upon passing probation, the employee is eligible for a prorated portion of the boot allowance based on the months up to June prior to the normal occurring payment (ie: employee passes probation on January 15, 2016, the employee is eligible for 6/24<sup>th</sup> of the payment).

Section 9: Uniforms and Protective Clothing: If an employee is required by the City to wear a uniform or any type of protective clothing, the City shall provide such uniforms and clothing and the City may make changes in styles or update equipment.

Section 10: Clothing Allowance: Employees listed in Appendix E are eligible for a clothing allowance to purchase work pants payable each year in the second pay period of July. The clothing allowance will be \$150, subject to applicable withholdings. Employees receiving this allowance are expected to wear the pants for work purposes. Department heads will provide guidance on acceptable pants for work purposes. Employees on probation are not eligible for this allowance.

Section 11. Job Posting: The City will post all union job openings on the union bulletin boards. The City is not precluded from posting jobs internally or externally at its



discretion. Postings externally will be posted for at least 10 consecutive days. Postings internally will be for 5 consecutive days. These terms can run concurrently.

**ARTICLE 18  
SAVINGS CLAUSE**

Savings Clause: Should any portion of this Agreement be unlawful or declared invalid by any court of competent jurisdiction or any agency of the state acting under specific authority of state, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. It is the intent of the parties that this Agreement shall stand notwithstanding the invalidity of any part.

**ARTICLE 19  
PERSONNEL RULES**

The Union agrees to accept the personnel rules and regulations adopted by the City. It is expressly understood that in the event of any conflict between the collective bargaining agreement and the personnel rules, the Agreement shall prevail.

**ARTICLE 20  
TERMINATION AND RENEGOTIATION**


Section 1 Length of Contract: This Agreement shall be effective upon execution and shall remain in full force and effect without change until June 30, 2019. This Agreement shall remain in full force and affect during the period of negotiations. Notification to bargain a successor agreement shall be given by either party no later than November 15 of the year prior to the termination date. Bargaining will commence before January 1, 2019.


Section 2 Mutual Re-opener: Any subject contained within this Agreement may be opened at any time upon mutual agreement of both the City and the Union.

DATED this 28<sup>th</sup> day of June 2016

**CITY OF REDMOND:**

**AFSCME Council 75 Local 3704:**

  
\_\_\_\_\_  
Keith Witcosky  
City Manager

  
\_\_\_\_\_  
Everett Luff  
President COREA Local 3704

**Appendix A:  
Salary Scale**

**City of Redmond  
AFSCME-Airport/Eng/Public Works  
Compensation Table**

Included (x)		
x	July 04 COLA	2.50%
x	July 05 COLA	2.10%
x	January 06 COLA	2.00%
x	July 06 COLA	3.40%
x	July 07 COLA	3.00%
x	July 08 COLA	4.00%
x	July 10 COLA	4.50%
x	July 11 COLA	1.50%
x	July 13 COLA	1.00%
x	July 14 COLA	2.50%
x	July 15 COLA	3.00%
	July 16 COLA	0.00%
	July 17 COLA	
	July 18 COLA	

COLA did not occur in 2009 per MOU

	1	2	3	4	5	6	7
1	2,364	2,447	2,533	2,621	2,713	2,808	2,906
2	2,482	2,569	2,659	2,752	2,849	2,948	3,052
3	2,607	2,698	2,792	2,890	2,991	3,096	3,204
4	2,737	2,833	2,932	3,034	3,141	3,251	3,364
5	2,874	2,974	3,078	3,186	3,298	3,413	3,533
6	3,017	3,123	3,232	3,345	3,463	3,584	3,709
7	3,168	3,279	3,394	3,513	3,636	3,763	3,895
8	3,327	3,443	3,564	3,688	3,817	3,951	4,089
9	3,493	3,615	3,742	3,873	4,008	4,149	4,294
10	3,668	3,796	3,929	4,066	4,209	4,356	4,509
11	3,851	3,986	4,125	4,270	4,419	4,574	4,734
12	4,044	4,185	4,332	4,483	4,640	4,803	4,971
13	4,246	4,394	4,548	4,707	4,872	5,043	5,219
14	4,458	4,614	4,776	4,943	5,116	5,295	5,480
15	4,681	4,845	5,014	5,190	5,372	5,560	5,754
16	4,915	5,087	5,265	5,449	5,640	5,838	6,042

This salary table is official only if it bears the Deputy Director of Central Services signature

Deputy Director of Central Services \_\_\_\_\_ Effective Date: \_\_\_\_\_

**City of Redmond**  
**AFSCME-Airport/Eng/Public Works**  
**Compensation Table**

Included (x)

x	July 04 COLA	2.50%
x	July 05 COLA	2.10%
x	January 06 COLA	2.00%
x	July 06 COLA	3.40%
x	July 07 COLA	3.00%
x	July 08 COLA	4.00%
x	July 10 COLA	4.50%
x	July 11 COLA	1.50%
x	July 13 COLA	1.00%
x	July 14 COLA	2.50%
x	July 15 COLA	3.00%
	July 16 COLA	0.00%
	July 17 COLA	0.00%
	July 18 COLA	

COLA did not occur in 2009 per MOU

	1	2	3	4	5	6	7
1	2,364	2,447	2,533	2,621	2,713	2,808	2,906
2	2,482	2,569	2,659	2,752	2,849	2,948	3,052
3	2,607	2,698	2,792	2,890	2,991	3,096	3,204
4	2,737	2,833	2,932	3,034	3,141	3,251	3,364
5	2,874	2,974	3,078	3,186	3,298	3,413	3,533
6	3,017	3,123	3,232	3,345	3,463	3,584	3,709
7	3,168	3,279	3,394	3,513	3,636	3,763	3,895
8	3,327	3,443	3,564	3,688	3,817	3,951	4,089
9	3,493	3,615	3,742	3,873	4,008	4,149	4,294
10	3,668	3,796	3,929	4,066	4,209	4,356	4,509
11	3,851	3,986	4,125	4,270	4,419	4,574	4,734
12	4,044	4,185	4,332	4,483	4,640	4,803	4,971
13	4,246	4,394	4,548	4,707	4,872	5,043	5,219
14	4,458	4,614	4,776	4,943	5,116	5,295	5,480
15	4,681	4,845	5,014	5,190	5,372	5,560	5,754
16	4,915	5,087	5,265	5,449	5,640	5,838	6,042

This salary table is official only if it bears the Deputy Director of Central Services signature

Deputy Director of Central Services \_\_\_\_\_

Effective Date: \_\_\_\_\_

**City of Redmond**  
**AFSCME-Airport/Eng/Public Works**  
**Compensation Table**

Included (x)		
x	July 04 COLA	2.50%
x	July 05 COLA	2.10%
x	January 06 COLA	2.00%
x	July 06 COLA	3.40%
x	July 07 COLA	3.00%
x	July 08 COLA	4.00%
x	July 10 COLA	4.50%
x	July 11 COLA	1.50%
x	July 13 COLA	1.00%
x	July 14 COLA	2.50%
x	July 15 COLA	3.00%
x	July 16 COLA	0.00%
x	July 17 COLA	0.00%
x	July 18 COLA	2.00%

COLA did not occur in 2009 per MOU

	1	2	3	4	5	6	7
1	2,412	2,496	2,583	2,674	2,767	2,864	2,964
2	2,532	2,621	2,712	2,807	2,906	3,007	3,113
3	2,659	2,752	2,848	2,948	3,051	3,158	3,268
4	2,792	2,889	2,990	3,095	3,203	3,316	3,432
5	2,931	3,034	3,140	3,250	3,364	3,481	3,603
6	3,078	3,185	3,297	3,412	3,532	3,655	3,783
7	3,232	3,345	3,462	3,583	3,708	3,838	3,973
8	3,393	3,512	3,635	3,762	3,894	4,030	4,171
9	3,563	3,688	3,817	3,950	4,088	4,232	4,380
10	3,741	3,872	4,007	4,148	4,293	4,443	4,599
11	3,928	4,066	4,208	4,355	4,508	4,665	4,829
12	4,124	4,269	4,418	4,573	4,733	4,899	5,070
13	4,331	4,482	4,639	4,802	4,970	5,144	5,324
14	4,547	4,706	4,871	5,042	5,218	5,401	5,590
15	4,775	4,942	5,115	5,294	5,479	5,671	5,869
16	5,013	5,189	5,370	5,558	5,753	5,954	6,163

This salary table is official only if it bears the Deputy Director of Central Services signature

Deputy Director of Central Services

Effective Date:

**Appendix B**  
**AFSCME bargaining unit positions**  
5-16-16

*Airfield & Facilities Maintenance Worker*  
*Airfield & Facilities Maintenance Worker Lead*  
*Airport Land Systems and Facilities Maintenance Worker 1*  
*Airport Custodian Maintenance Worker*  
*Engineering Technician*  
*Senior Engineering Inspector*  
*Water Distribution Utility Worker Lead*  
*Water Distribution Utility Worker I, II, III*  
*Parks/Cemetery/Facilities Utility Worker I, II, III*  
*Parks/Cemetery/Facilities Utility Lead*  
*Parks Lead Worker*  
*Electrician*  
*Facilities Custodian*  
*Transportation Operations Utility Lead*  
*Transportation Operations Utility Worker I, II, III*  
*Vehicle Mechanic I, II*  
*Vehicle Mechanic Lead*  
*WW Collections Lead Operator*  
*WW Treatment Lead Operator*  
*WW Treatment Operator in Training*  
*WW Collection Systems Coordinator*  
*WW Collection Operator I, II, III.*  
*WW Treatment Operator I, II, III*  
*WW Collections Utility Worker I, II, III*  
*WW Environmental Programs Technician*  
*Water Distribution Maintenance Coordinator*  
*Water Distribution Operations Coordinator*  
*Cross Connection Control Coordinator*  
*Water Distribution Operator*  
*Operations Program Coordinator*  
*Wastewater Program Coordinator*

**Appendix C**  
**Insurance and VEBA contributions**

**Current Plan:** Preferred 3000 + 35/70% VAR

**HRA #1:** Effective January 1, 2016, the City changed to HRA #1, which provides as follows:

-Employees may access HRA#1 reimbursement after having first paid \$500 (Employee Only) \$1000 (Employee +1 and family) out of pocket for qualifying expenses. HRA #1 reimbursement is up to \$2500 (Employee only) and \$5,000 (Employee +1 and family).

-Employee may use the HRA for any qualifying Pacific Source expense for medical, dental, vision and alternative care expense.

**HRA #2:** Effective January 1, 2016, the City provided a second HRA Account, named HRA #2, designed to assist with co-insurance payment, which provides as follows:

-Employees may access HRA #2 reimbursement for co-insurance expense after having first paid \$2000 (Employee only), \$4000 (Employee +1 and family) towards co-insurance.

-HRA #2 reimbursement is up to \$1,350 (Employee only) or \$2,700 (Employee +1 and family).

HRA Reimbursements are administered by Pacific Source Administrators and subject to carrier rules and regulations.

**VEBA Contribution:** The employer's VEBA contribution for August 2016 will be \$500, and annually thereafter \$500.

VEBA Reimbursements are administered by VEBA Service Group and subject to carrier rules and regulations.

**Appendix D**  
**Boot Allowance Positions**  
**Article 17.8**

*Airfield & Facilities Maintenance Worker*  
*Airfield & Facilities Maintenance Worker Lead*  
*Airport Land Systems and Facilities Maintenance Worker 1*  
*Engineering Technician*  
*Senior Engineering Inspector*  
*Water Distribution Utility Worker Lead*  
*Water Distribution Utility Worker I, II, III*  
*Parks/Facilities/Cemetery Maintenance Worker I, II, III*  
*Parks/Facilities/Cemetery Maintenance Worker Lead*  
*Electrician*  
*Transportation Operations Utility Lead*  
*Transportation Operations Utility Worker I, II, III*  
*Vehicle Mechanic I, II*  
*Vehicle Mechanic Lead*  
*WW Environmental Programs Technician*  
*Water Distribution Maintenance Coordinator*  
*Water Distribution Operations Coordinator*  
*Cross Connection Control Coordinator*  
*Water Distribution Operator*  
*Operations Program Coordinator*



**Appendix E**  
**Clothing Allowance Positions**  
**Article 17.10**

*Airfield & Facilities Maintenance Worker*  
*Airfield & Facilities Maintenance Worker Lead*  
*Airport Land Systems and Facilities Maintenance Worker 1*  
*Airport Custodian Maintenance Worker*  
*Engineering Technician*  
*Senior Engineering Inspector*  
*Water Distribution Utility Worker Lead*  
*Water Distribution Utility Worker I, II, III*  
*Parks/Facilities/Cemetery Maintenance Worker I, II, III*  
*Parks/Facilities/Cemetery Maintenance Worker Lead*  
*Electrician*  
*Facilities Custodian*  
*Transportation Operations Utility Lead*  
*Transportation Operations Utility Worker I, II, III*  
*Vehicle Mechanic I, II*  
*Vehicle Mechanic Lead*  
*WW Collections Utility Worker III – Storm Drain Street Sweeper*  
*WW Environmental Programs Technician*  
*Water Distribution Maintenance Coordinator*  
*Water Distribution Operations Coordinator*  
*Cross Connection Control Coordinator*  
*Water Distribution Operator*  
*Operations Program Coordinator*

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF REDMOND AND  
COREA AFSCME COUNCIL 75**

Shift Differential Ending Payment

Whereas, the City of Redmond and AFSCME Council 75 are parties to a collective bargaining agreement that expires on June 30, 2016. The parties are entering into collective bargaining for a successor agreement.

Whereas, the parties seek to provide a one-time payment to employees within the bargaining unit for the transition of eliminating shift differential pay effective upon the new successor agreement.

The Parties agree to the following:

1. Effective for payroll on July 29, 2016 and on July 31, 2017, employees in the bargaining unit will receive a one-time payment each year of the equivalent value of 50% of shift differential incentive pay received in FY 2015-2016. Payment will be included in the normal paycheck and is subject to applicable withholdings. *(example: If an employee earned \$500.00 in shift differential incentive pay in total in FY 15-16, the employee will receive \$250 compensation.)*
2. This agreement expires upon payment to all employees in July 2017.
3. Any dispute arising between the parties as to the application, interpretation, or meaning of any provisions of the memorandum will be resolved under article 15 "grievance procedure" of the parties' agreement.
4. This agreement is subject to ratification with the successor bargaining agreement 2016-2019

This agreement is effective upon ratification by the parties and execution by the representatives below:

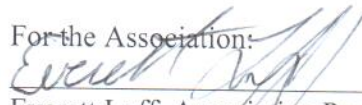
For the City:



Keith Witcosky, City Manager

date:

For the Association:



Everett Luff, Association President

date: