

AGREEMENT

by and between

CITY OF REDMOND, WASHINGTON

and

REDMOND POLICE ASSOCIATION

(Representing the Law Enforcement Officers)

January 1, 2019- December 31, 2021

AGREEMENT
by and between
CITY OF REDMOND, WASHINGTON
and
REDMOND POLICE ASSOCIATION

(Representing the Law Enforcement Officers)
January 1, 2019- December 31, 2021

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1	DEFINITIONS.....4
ARTICLE 2	RECOGNITION, ASSOCIATION MEMBERSHIP, AND DUES DEDUCTION.....5
2.1	Recognition.....5
2.2	Payroll Deduction5
2.3	Revocation5
2.4	Indemnification/Hold Harmless5
ARTICLE 3	ASSOCIATION RIGHTS6
3.1	Association Officials Time Off.....6
3.2	Association Investigative and Visitation Privileges6
3.3	Bulletin Boards6
3.4	Labor Management Committee6
ARTICLE 4	HOURS OF WORK, OVERTIME, CALLBACK AND STANDBY7
4.1	Hours of Work/Patrol Division.....7
4.2	Hours of Work/Non-Patrol Division.....7
4.3	Breaks7
4.4	Schedule Change.....7
4.5	Overtime7
4.6	Callback8
4.7	Standby On-Call Duty.....9
4.8	First Call.....9
4.9	Leave for Testimony9
4.10	Daylight Savings Time9
ARTICLE 5	SENIORITY11
5.1	Definitions Relating to Seniority11
5.2	Seniority List.....12
5.3	Leaves12
5.4	Vacation Scheduling12
5.5	Shift Bidding.....12
5.6	Personnel Reduction13

ARTICLE 6	WAGES	16
6.1	Wages.....	16
ARTICLE 7	HOLIDAYS	16
7.1	Dates	16
7.2	Time Off in Lieu of Holidays	17
ARTICLE 8	LEAVES	18
8.1	Vacation Leave	18
8.2	Sick Leave.....	18
8.3	Bereavement Leave.....	19
8.4	Leave of Absence.....	19
8.5	Parental Leave and Family Sick Leave.....	19
8.6	Shared Leave Program	19
ARTICLE 9	INSURANCE AND DISABILITY BENEFITS	23
9.1	Self-Insurance	23
9.2	Liability Insurance	23
9.3	Disability Benefits.....	23
9.4	Life Insurance	24
9.5	Section 125 Plan	24
9.6	Participation in Employer's Wellness Program	24
ARTICLE 10	UNIFORMS, CLOTHING ALLOWANCE, AND CLEANING ALLOWANCE.....	25
10.1	Uniform.....	25
10.2	Clothing Allowance	25
10.3	Loss and Destruction.....	25
10.4	Property of Employer.....	25
10.5	Cleaning	25
ARTICLE 11	MISCELLANEOUS	27
11.1	Training.....	27
11.2	Department Meetings.....	28
11.3	Compensatory Time	28
11.4	Ammunition	28
11.5	Performance of Duty.....	28
11.6	New Hire Probationary Period	28
11.7	Civil Service; Discipline and Discharge	29
11.8	Nondiscrimination.....	29
11.9	Crime Prevention Officer and Public Information Officer (PIO)	30

ARTICLE 12	PHYSICAL FITNESS PLAN.....	31
12.1	General Purpose.....	31
12.2	Standards.....	31
12.3	Conduct of Examinations.....	31
12.4	Physical Limitations.....	32
12.5	Training for the Plan	33
12.6	Annual Incentive Bonus.....	33
12.7	Physical Fitness Reopener	33
ARTICLE 13	GRIEVANCE PROCEDURE.....	34
13.1	Definition and Procedure	34
ARTICLE 14	SCOPE OF BARGAINING.....	36
14.1	General.....	36
14.2	Personnel Manual.....	36
14.3	Right to Bargain	36
ARTICLE 15	LEGALITY	36
15.1	General	36
ARTICLE 16	DURATION AND REOPENERS	37
APPENDIX A	PAY PLAN “P” – RPA POLICE OFFICER, CORPORAL, & SERGEANT	38
APPENDIX B	BILL OF RIGHTS.....	43
APPENDIX B-1	CONSENT/RELEASE FORM	49
APPENDIX D	GUIDELINES FOR HIRING MOU	50
ATTACHMENT 9.3-A	52
ATTACHMENT 9.3-B	59

AGREEMENT
by and between
CITY OF REDMOND, WASHINGTON
and
REDMOND POLICE ASSOCIATION

(Representing the Law Enforcement Officers)
January 1, 2019 - December 31, 2021

THIS AGREEMENT is entered into by and between the CITY OF REDMOND, WASHINGTON (hereinafter referred to as the “Employer”), and the REDMOND POLICE ASSOCIATION (hereinafter referred to as the “Association”).

ARTICLE 1
DEFINITIONS

1.1 “Employer” shall mean the City of Redmond, Washington.

1.2 “Association” shall mean the Redmond Police Association.

1.3 “Employee” shall mean an individual employed in the bargaining unit covered by this Agreement. The term “Employee” as used in this Agreement includes both male and female employees covered by this Agreement. In addition, wherever in this Agreement the masculine gender is used, it is intended that it will apply to the feminine gender as well except as provided in Article 12 Physical Fitness Plan.

1.4 “Bargaining Unit” shall mean the employees in the Redmond Police Department described in Article 2, Section 2.1.

1.5 “Regular Shift Change” shall mean a shift change on a regular basis (usually one hundred eighty days) or as a posted shift change because of military leave situation, training courses and special events, with at least four (4) calendar days posted notice given for the shift change, provided that no notice shall be required for shift changes of employees during their training period. This shall not preclude other appropriate shift changes made by mutual agreement or by the Employer for cause, provided that no cause shall be necessary for the employer to change an employee's shift at any time to another shift which is scheduled for substantially the same time period in the day.

1.6 “Domestic Partner” means a person who is part of a registered domestic partnership that is currently recognized as being in effect under RCW Chapter 26.60.

1.7 “Patrol Personnel” shall only include those assigned to the Patrol division and assigned to the Bike unit.

ARTICLE 2
RECOGNITION, ASSOCIATION MEMBERSHIP, AND DUES DEDUCTION

21 Recognition - The Employer shall recognize the Association as the sole collective bargaining agent for all regular full and part-time commissioned police officers of the City of Redmond Police Department below the rank of Lieutenant.

22 Payroll Deduction - Upon receipt of a voluntarily signed authorization by an employee covered by this Agreement, the Employer shall deduct from the employee's wage the regular monthly Association membership dues payable by the employee to the Association during the period provided for in the signed authorization. The Employer shall remit said monthly dues to the Association on a monthly basis.

23 Revocation - Employee may revoke Employee's authorization for Payroll deduction, after Employee provides written notice to the Association. Every effort will be made to end the deduction effective on the first payroll after the request is received from the Association to Human Resource.

2.4 Indemnification/Hold Harmless - The Association shall indemnify, defend and hold the Employer harmless against any claims made and against any suit instituted against the Employer based on or relating to an Employee authorization for payment of dues or service changes equivalent to the regular Association initiation fee and monthly dues, other than actions brought by the Association to enforce this Article. The Association shall refund to the Employer any amounts paid to it in error on account an Employee Authorization for payment of dues or service changes equivalent to the regular Association initiation fee and monthly dues upon presentation of proper evidence.

ARTICLE 3 ASSOCIATION RIGHTS

31 Association Officials Time Off - An Association official who is an employee in the bargaining unit (Association Steward and/or a member of the Negotiation Committee) may, at the discretion of the Chief or the Chief's designee, be granted time off while conducting contract negotiations or grievance resolution, including arbitration proceedings, on behalf of the employees in the bargaining unit provided:

They notify the Employer at least forty-eight (48) hours prior to the time off, unless such notice is not reasonably possible;

The Employer is able to properly staff the employees' job duties during the time off; and

The wage cost to the Employer is no greater than the cost that would have been incurred had the Association Official not taken time off.

The Employer shall endeavor to allow a minimum of two (2) members of the Association's negotiation committee to attend negotiation sessions on on-duty time. Such members shall be designated by the Association at least one (1) week in advance, where possible, and may include individuals assigned to other than day shift if the Employer determines that manning on that shift is adequate, without the necessity of overtime (such individuals shall be considered to be transferred to day shift for the day on which the negotiation session is held.) The Chief's approval pursuant to this Section shall not be unreasonably withheld.

32 Association Investigative and Visitation Privileges - The President of the Association or other representative of the Association may with the permission of the Chief or the Chief's designee visit the work location of employees covered by this Agreement at any reasonable time and location for the purpose of investigating grievances. Such representative's activities shall be limited during such investigations to matters relating to this Agreement.

33 Bulletin Boards - The Employer shall provide suitable space for a bulletin board to be used by the Association.

34 Labor Management Committee - There shall be a Labor Management Committee comprised of members/representatives of the association and management representatives. Non-committee members may attend committee meetings. The committee shall meet at least quarterly to discuss issues of continuing importance to the Association and/or Employer. More frequent meetings may be held at the request of either party, provided five (5) days' notice of the meeting is given, together with notice of the intended topics for discussion. Nothing herein shall constitute a waiver of either party's right to demand collective bargaining of intended or actual changes in mandatory subjects of bargaining. Association representatives to the committee shall be allowed to perform committee functions while on duty, subject to approval of their shift supervisor.

ARTICLE 4

HOURS OF WORK, OVERTIME, CALLBACK AND STANDBY

4.1 Hours of Work/Patrol Division - The work schedule for patrol personnel shall be four (4) consecutive days on and three (3) consecutive days off. Each workday shall consist of ten (10) consecutive hours on duty.

4.1.1 Days Off Rotation – Patrol Personnel, except Bike unit working the 4/10 schedule shall rotate their days off in the following manner. The rotation for days off shall occur on the Saturday beginning every sixth (6th), thirteenth (13th), twentieth (20th), and twenty-sixth (26th) week of the cycle and starting with the day shift. The same sequence of days off rotations shall continue after the mid-year shift change.

4.2 Hours of Work/Non-Patrol Division - The work schedule for all non-patrol personnel and K-9 Officer shall consist of five (5) consecutive days. Each work day shall consist of eight (8) consecutive hours on duty. Each five (5) day workweek shall be followed by two (2) consecutive twenty-four (24) hour days off. Traffic Officers, NRO, Crime Prevention, and Recruitment and Hiring Officers shall work four (4) shifts of ten (10) hours each per week, with at least two (2) contiguous days off, and with a third (3rd) day off scheduled each week on a fixed or rotating basis at the Employer's option. Detectives shall work four (4) shifts of ten (10) hours each per week, with Saturday and Sundays as fixed days off, and with a third day off scheduled each week, on a fixed or rotating basis at the Employer's option.

4.2.1 Notwithstanding the normal 4/10 schedule for Detectives and Traffic, Employer, in its discretion, may modify an employee's 4/10 schedule during any calendar week in which training is scheduled on the employee's regularly scheduled day off.

4.3 Breaks - For employees on eight (8) and ten (10) hour shifts, a work day shall include at least a thirty (30) minute lunch break and two (2) fifteen (15) minute coffee breaks. All employees shall be subject to immediate call during coffee and lunch breaks.

4.4 Schedule Change - The afore-referenced schedules shall apply except for regular schedule shift changes or bona fide emergencies declared by the Mayor or Chief of Police, which could not otherwise be anticipated, and which might require deviating from the schedule. Schedules may be adjusted by mutual agreement of the Employee, Association and Employer. An employee may be changed to an eight (8) hour shift for training.

4.5 Overtime - Overtime shall be that time an employee works in excess of their usual work schedule week (40 hours), which shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay. A workweek for Patrol personnel shall be defined as the seven (7) day period from Saturday through Friday. A workweek for the non-Patrol personnel shall be defined as the seven (7) day period from Monday through Sunday.

4.5.1 All overtime shall be authorized by the Chief or the Chief's designee in advance or within twenty-four (24) hours after the work has been performed, or such longer time as is reasonable under the circumstances, in order to qualify as paid or compensatory time. Overtime shall be adjusted by compensatory leave or by overtime pay in accordance with Section 11.3.

4.5.2 All overtime shall be compensated for in increments of fifteen (15) minutes with the major portion of fifteen (15) minutes being paid as fifteen (15) minutes.

4.5.3 Overtime – Non-LEOFF Employer - When an employee works an extra duty assignment (for example flagging) and the City is paid by a non-LEOFF employer, the employee's compensation shall only be taken as pay. Compensatory time is not allowed. Employees who work an extra duty assignment shall be compensated for the actual time worked, but in no event shall such compensation be less than four (4) hours at the overtime rate.

4.6 **Callback** - Except as otherwise provided below, in Subsection 4.6.3, employees called back to service after completing a duty shift, while on their day off or more than three (3) hours before the start of their regular shift, shall be compensated for the actual time spent, but in no event shall such compensation be less than three (3) hours at the overtime rate as provided for in this Article 4.

4.6.1 Employees who make Court or other subpoenaed appearances while off duty shall be required, except for bona fide emergencies, to perform solely that specific assignment.

4.6.2 Employees called back while on vacation or leave of absence shall be reimbursed reasonable transportation costs required to return to duty provided the employee is more than one hundred (100) miles away from the employee's home. Provided, however, that payment need not be made if the officer schedules vacation after notice is given to the officer or if the officer can reasonably reschedule the required appearance date. The officer shall consult with the supervisor as soon as the conflict is known.

4.6.3 Callback for court appearances shall be administered pursuant to the provisions of this subsection.

4.6.3.1 Off-duty employees required to standby for immediate response to a court appearance on behalf of Employer shall be entitled to three (3) hours at the overtime rate for such standby time, provided that if the employee is called in to court, the standby time shall be included in the three (3) hour minimum callback.

4.6.3.2 A night shift patrol officer scheduled to attend both a morning and afternoon court session shall: (a) be relieved from working nine hours prior to the beginning of the morning session with no loss of pay, and (b) have the time spent in court treated as the employee's normal work shift on court day and receive compensation for the court sessions at his or her regular rate of pay. The employee will be compensated for court at the overtime rate if the court session lasts longer than the employee's regularly scheduled shift. In the event the employee actually attends only a

morning or afternoon court session, he/she shall be compensated for the actual time spent, but in no event shall such compensation be less than three (3) hours at the overtime rate and the employee will be required to make up the hours for the session he/she was not required to attend. An off-duty employee required to attend either a morning and/or afternoon court session shall be compensated for the actual time spent at the overtime rate, but in no event shall such compensation be less than three (3) hours at the overtime rate. The Employer may elect to pay the officer continuously during the break between the court sessions, in which case only one (1) minimum three (3) hour callback will apply.

4.6.4 Except as required by law, there shall be no compensation for callbacks occasioned by the employee's own neglect.

4.7 **Standby On-Call Duty** - An off-duty employee who is required to keep the Employer informed of his/her whereabouts or an employee who is required to be available by telephone shall be considered to be on Standby On-Call Duty.

4.7.1 The Employer shall not require employees to be on Standby On-Call Duty without compensation except in the case of bona fide emergencies declared by the Mayor or Chief of Police. Employees shall endeavor, on an entirely voluntary basis, to keep the Employer informed of their whereabouts and/or their availability.

4.7.2 Standby On-Call Duty shall be authorized only by the Chief or the Chief's designee. When Standby On-Call Duty is ordered, which either (a) requires the employee to carry a cellular phone and to respond to a call-out within forty-five (45) minutes, or (b) places such restrictions on the employee that require the employee be paid pursuant to the FLSA regulations contained in 5 CFR 551.431 or applicable Washington State statutes, such Standby On-Call Duty shall be paid for at a rate equal to the higher of twenty percent (20%) of the employee's regular basic hourly rate of pay or the rate required by the FLSA or state statute. An employee assigned to First Call shall not be deemed to be on Standby On-Call Duty.

4.8 **First Call** - Any Employee assigned as First Call for Traffic, PIO or Investigations shall be guaranteed a minimum of two (2) hours overtime for each weekend day (including extended three (3) and (4) day holiday weekends) the Employee is so assigned.

4.9 **Leave for Testimony** - Officers subpoenaed and required to testify in criminal cases on behalf of their former law enforcement employer shall receive up to a maximum total of forty (40) hours of paid leave, on a cumulative basis for all such cases, as necessary to testify. Paid leave in excess of forty (40) hours for any one employee to testify in criminal matters for the employee's former employer, or to testify for a former employer in a civil matter, may be granted in the discretion of the Chief or the Chief's designee. All fees or compensation received by the Employee in relation to such testimony shall be accounted for by the employee and paid to the City.

4.10 Daylight Savings Time – Employees who work a longer shift when the clocks are moved back one hour to Standard time in the fall will be paid for the time in excess of the employee's normal work day at the overtime rate of pay. Employees who work shorter shifts when the clocks are moved forward to Daylight Savings time in the spring will have the option of choosing to work an additional hour so that the employee works a 10-hour shift or to use one hour of paid time off (e.g. vacation, compensatory time, holiday banked, etc., but not sick) at the employee's discretion.

ARTICLE 5 SENIORITY

5.1 Definitions Relating to Seniority - As used in this Agreement the following terms shall have the meanings indicated:

- a. "Department Seniority" means the length of an employee's most recent Continuous Employment in the Department measured from the employee's first compensated day of employment in the Department as a commissioned officer.
- b. "Seniority in Classification" means the length of an employee's most recent Continuous Employment in a classification in the Department (which shall include service in any higher classification as provided in this Article) measured from the first date of employment in that classification or a higher classification in the Department.
- c. "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 and reductions in classification pursuant to Subsection 5.6.1 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 Subsection 5.6.2 of this Agreement. Upon a break in Continuous Employment an employee shall lose all seniority.
- d. "Order" means the order of Department Seniority or Seniority in Classification arranged from the longest seniority to the shortest. If more than one employee is hired or promoted on the same date, the Order of seniority shall be determined by using the following criteria:
 - 1. 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 unrounded score on the exam for the position held by each employee, respectively. 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.
 - 2. The Order of Seniority in Classification for employees promoted on the same date shall be determined by the order (from the highest to the lowest) of each employee's unrounded score on the applicable promotional exam. In the event of equal unrounded scores, the Order of Seniority in Classification shall be determined by the Order of each employee's Department Seniority.

- e. "Department" means the City of Redmond Police Department.

5.2 Seniority List The Employer shall maintain and post, at least annually, a current seniority list reflecting the Order of Department Seniority and Seniority in Classification. These lists, appropriately updated to reflect any new hires, promotions, 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 Association.

5.3 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.

5.4 Vacation Scheduling Vacation scheduling for each calendar year (January 1 through December 31) shall be administered in accordance with Department Seniority and shall begin at the conclusion of the shift bidding process and will be completed no later than November 30th. Thereafter vacation requests shall be administered on a "first come, first served" basis.

5.5 Shift Bidding Regular Shift changes (as defined in Subsection 1.5) shall be determined by bidding based upon Seniority in Classification; provided that, shift bidding preference may be given, to a maximum of two (2) officers per work team, to allow for employees who are working towards an Associate, Bachelor or Master's degree in a program that has been determined to be to the benefit to the City, as defined in the City's Employee Education Assistance Program. (Work team in this instance will be all of the officers assigned to work a designated set of days.) Shift bidding preference may be adjusted at the discretion of the Employer to accommodate positions of alternative deployment such as Bicycle Officers, Pro-Act Officers, etc.

5.5.1 After the yearly bid is complete and all shift assignments finalized, Sergeants and officers may choose to request an alternate shift assignment (day, swing, power, or night) via a memo to an Operations Lieutenant via the chain of command. Additionally, if a new shift assignment is created after the yearly bid is complete and all shift assignments finalized, officers will be notified and officers may choose to request the new shift assignment via a memo or interest to an operations Lieutenant via the chain of command, submitted before the shift assignment is filled.

When command acts to fill a shift assignment, several factors are taken into consideration:

- A. Operational and departmental needs.
- B. Date the request was received.
- C. Seniority of requestor.
- D. Nature of request.

5.6 Personnel Reduction

5.6.1 Personnel Reduction Process - In the event of a personnel reduction, for whatever reason, the Employer and Association agree to follow the process and procedure contained in this Article. Employees shall be laid-off in inverse Order of Seniority in Classification. Except as otherwise provided in this Section, an employee above the classification of Police Officer shall bump back to the next lower classification, if any, previously held by that employee in which such employee's Seniority in Classification is greater than the Seniority in Classification of all other employees who would otherwise be in such lower classification after implementation of the personnel reduction. Lateral entry personnel in a classification higher than Police Officer who have not held a lower classification in the Department shall bump back to the lowest applicable classification if their Department Seniority is greater than all other employees who would otherwise hold the lower classification after implementation of the personnel reduction. The process and procedure contained in this Article shall apply to bargaining unit members and, in addition, the non-bargaining unit, commissioned members of the Department of a higher classification shall bump back into the last lower classification held by that individual which is included in the bargaining unit on the same basis as provided in this Article, notwithstanding the fact that the lower classification is included in the bargaining unit. The steps for a personnel reduction shall be as follows:

- Step 1** **Designation by Employer** - The Employer will designate the number of employees in each classification to be laid-off by notice to the Association (the "Designation Notice") and by posting in the Department, which notice shall specify an effective date for the personnel reduction (the "Effective Date"), which shall not be earlier than ninety (90) days from the date of the Designation Notice.

- Step 2** **Volunteers** - For a period of thirty (30) days after the Designation Notice employees in the classifications affected by the personnel reduction shall have the opportunity to voluntarily accept layoff, or bump to a reduction to a lower classification as provided herein, as of the Effective Date, without regard to their seniority rights. Volunteers shall be accepted on a first-come, first-served basis. The number of volunteers shall be limited by the number of employees in each classification subject to the personnel reduction as specified in the Designation Notice.

- Step 3** **Implementation** - Within forty (40) days after the Designation Notice the Employer shall deliver to the Association, and post, a notice (the "Personnel Reduction Notice") which shall list (a) the layoffs and reductions in classification which will result upon implementation of the personnel reduction and the voluntary layoffs and reductions in classification; (b) the Order of all employees affected by the layoffs and reductions in classification; and (c) the Order of all employees not affected by the layoffs

and reductions in classification. Any employee who believes that the Personnel Reduction Notice improperly reflects the intent of this Agreement shall provide written notice to the Employer and Association within ten (10) days after posting of the notice. The notice shall describe the basis of the employee's position, and the employee's interpretation of the proper application of this Agreement, including the identity of employees who would be affected by the different interpretation. The Employer and the Association will review the issues with all employees who would be affected. If the Employer and the Association cannot resolve the issues raised within thirty (30) days after the Personnel Reduction Notice is posted, both parties agree to submit the issue to binding arbitration on an expedited basis before a single arbitrator which the parties agree to select provided that the arbitrator must be available for a hearing and decision within sixty (60) days after the Personnel Reduction Notice is posted. The arbitrator so selected shall hold a hearing and render a decision based on the interpretation and application of the provisions of this Agreement within thirty (30) days after the arbitrator's selection. All employees whose layoff or reduction in classification status might be affected by the results of the arbitration, including the possibility of being subject to layoff or reduction in classification although the employee was not included in the list of layoffs and reductions in classification in the Personnel Reduction Notice, shall have the right to appear and present their position to the arbitrator. For all issues related to the application and interpretation of this Section 5.6 the arbitration process in this Section shall supersede the grievance arbitration process as provided in Article 13. The agreement by the Association, and/or ruling by the arbitrator pursuant to this Section shall be binding on all employees, provided that any employee who was not designated for layoff by the Personnel Reduction Notice, but who becomes subject to layoff as a result of an agreement by the Association or the arbitrator's ruling, shall not be laid-off until Employer has provided the employee with at least thirty (30) days written notice of layoff.

Step 4

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 Association, 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.

5.62 Re-Employment and Promotion Rights - Employees bumped back to a lower classification shall be eligible to promote to vacancies in the previously held higher classification, or any lower classification, by Order of Seniority in Classification in that higher classification. Employees above the classifications of Police Officer who volunteer to be laid-off pursuant to Step

2 above shall be eligible to fill vacancies in that previously held classification, or any lower classification, by Order of Seniority in Classification in that classification, during the Re-Employment Eligibility Period as defined below. All employees laid-off, or volunteering to be laid-off pursuant to Step 2 above, shall be eligible to fill Police Officer vacancies, by Order of Department Seniority, during the Re-Employment Eligibility Period. In all cases, the eligible employee with the highest Seniority in Classification shall be entitled to the opening, provided that such eligible employee must be a "Qualified Employee", which for the purposes of this Section shall be defined as an individual who (a) meets the then current employment standards, and (b) if the Re-Employment Offer is more than twenty-four (24) months after the Effective Date. Any employee re-employed or promoted pursuant to this Section who was on probation as of the Effective Date shall complete the probation period upon re-employment or promotion, without any credit for the period between the Effective Date and the first date of re-employment or promotion pursuant to this Section. "Re-Employment Eligibility Period" shall mean the five (5) year period which commences on the Effective Date. Employees offered re-employment pursuant to this Section more than twenty-four (24) months after the Effective Date shall be required to satisfactorily complete appropriate retraining. Employees who fail to satisfactorily complete the retraining shall be subject to termination. The employee and Association shall have the right to grieve whether the retraining was satisfactorily completed, but shall not have the right to grieve whether the retraining or employment standards are appropriate. When the Employer desires to fill a position for which an individual is entitled to re-employment if the individual is a Qualified Employee, or promotion, pursuant to this Section, the Employer shall send an offer of re-employment (subject to a subsequent determination that the employee is a Qualified Employee) or promotion, as the case may be, (the "Re-Employment Offer") via certified mail, return receipt requested, to the eligible employee at his/her last known address. If the employee fails to respond within fifteen (15) days after mailing of the offer, or rejects the offer, the employee shall have no further right to re-employment or promotion pursuant to this Section, provided that a former employee who was laid off or who voluntarily accepted layoff from a classification above Police Officer, shall have the right to be offered re-employment at such higher classification, or any applicable lower classification, if he/she is a Qualified Employee and has the highest Order of Seniority in Classification in that classification of all eligible employees, although such employee has previously failed to respond to, or rejected an offer of re-employment as a Police Officer. 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 6 WAGES

6.1 **Wages** - The monthly rates of pay for employees covered by this Agreement shall be as set forth in the Appendix "A" which by this reference shall be incorporated herein as if set forth in full.

ARTICLE 7 HOLIDAYS

7.1 **Dates** - The following days shall be considered holidays for all employees covered by this Agreement:

<u>Holiday</u>	<u>Date to be Observed</u>
New Year's Day	January 1
M.L. King Day	3rd Monday in Jan.
President's Day	3rd Monday in Feb.
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in Sept.
Veterans' Day	November 11
Thanksgiving Day	4th Thursday in Nov.
The Day After Thanksgiving	4th Friday in Nov.
Christmas Eve	December 24
Christmas Day	December 25
Floating Holiday (taken on a date mutually agreed by the employee and the Employer)	

7.1.1 Employees other than patrol personnel shall be paid for the number of hours in the employees' usual workday at the regular rate of pay for the twelve (12) appointed holidays; provided (a) if the Employee is required, in the Employer's discretion, to work a regularly scheduled shift which commences on a holiday, the employee shall be compensated at the rate of time and one-half (1-1/2) for the regularly scheduled hours for that shift, and (b) if work, other than the employee's regularly scheduled shift, be performed on any said holiday, the employee shall be compensated at the rate of time and one half (1-1/2) for that portion of the work that falls within the appointed holiday. Each employee shall have the option, subject to the approval of the Employer (which shall not be unreasonably denied), of electing compensatory time in lieu of monetary compensation for work done on the above specified holidays. Holiday hours will not be carried over or paid out at the end of a calendar year.

7.1.2 Employees working a standard work week Monday through Friday shall observe the holidays listed in Section 7.1 on the date specified, or if the holiday falls on a regularly

scheduled day off, on the work day which immediately precedes or follows the holiday, as established by the Employer. Employees working a shift schedule other than the standard work week shall observe the holidays listed in Section 7.1 on the date specified.

7.13 Employees other than Patrol Personnel who perform any work on a holiday shall be paid in the manner provided in Subsection 7.1.1. When a holiday falls on a non-patrol employee's regular day off, the employee shall have the election to (a) choose an alternative day off during the same week, or (b) have 10 hours added to their floating holiday bank. Floating holiday bank hours may not be carried over, except hours added for Christmas Eve and/or Christmas Day will be carried over. Floating holiday bank hours may not be paid out at the end of the calendar year or at time of separation.

7.14 Employees shall not be eligible for the Floating Holiday until the completion of six (6) months continuous service.

7.15 Employees other than patrol personnel who are called to work from off-duty status on a holiday shall receive compensatory time off (on a straight time basis) for all hours worked on the callback in addition to holiday pay as defined in Section 7.1.1.

7.2 **Time Off in Lieu of Holidays** - Patrol Personnel shall, in lieu of the holiday pay as provided above in this Article VII, be credited with twelve and one-third (12 1/3) holiday hours ("Holiday Time") for each month during which they work a majority of the time in the patrol division. Such officers who work on a holiday will be paid at their straight time rate. Officers shall take Holiday Time off in the same manner as other leave is administered in the Department, provided that, any time taken off on a holiday, as defined in Section 7.1, shall be deducted from Holiday Time. The Department shall have the right to order an officer to take time off on a holiday, provided that such notice shall be provided to the officer on or before the last day the officer's assigned shift is scheduled to work prior to the holiday. All accumulated Holiday Time of such patrol officers in excess of twelve and one-third (12 1/3) hours which has not been used by November 30 of each year shall be "cashed out" by the City paying the employee at the straight time rate for each unused hour of Holiday Time. The twelve and one-third (12 1/3) hours of Holiday Time not cashed out shall be carried over into the next calendar year. Any officer transferring between a patrol assignment and a non-patrol assignment shall be covered by this Section 7.2 for the month during which the transfer occurred if the officer works a majority of the time in the patrol assignment during that month, as determined by the total hours scheduled in said month, excluding overtime, otherwise the officer shall be covered by Section 7.1 above. If an officer transfers out of patrol to a non-patrol holiday bank assignment their holiday bank will be cashed out within 30 days.

ARTICLE 8 LEAVES

81 Vacation Leave - Each full-time employee shall earn vacation leave time each month according to length of service, with the total vacation accrual to be as noted in the following schedule:

<u>Length of Continuous Service</u>	<u>Annual Vacation Hours Accrued</u>
1st-2nd year	96
3rd year	104
4th year	112
5th year	128
7th year	136
9th year	144
11th year	152
13th year	160
15th year	168
17th year	176
20th year	184

Vacation accrual rates change on the first pay period following the employee's next year of service. For example, if an employee's hire date is June 20, 2016, the employee starts his/her 3rd year on June 20, 2018, with the accrual increase starting on the first pay period of July 2018.

Employees who are currently receiving vacation leave at the "23 year and on" schedule will be grandfathered at the 192 hours vacation accrued per year. If those employees separate service and are rehired, the grandfathered status will cease.

81.1 After six (6) months continuous service, an employee's vacation credits earned shall be vested as of the end of each full month of service and shall be taken in accordance with standard personnel practices in force with the Employer.

81.2 Employees whose employment is terminated for any reason shall receive pay for any vacation time earned but not taken through their last full month of employment. When an employee voluntarily resigns his/her employment, the last day worked is considered the last day on the City's payroll, which normally may not be extended by vacations, holidays or compensatory time.

82 Sick Leave - Please refer to 9.30 Sick Leave in the Personnel Manual.

82.1 For the purpose of this Subsection, retirement shall be defined as either (a) normal

service retirement or (b) voluntary termination in good standing after twenty (20) years of continuous service with the Redmond Police Department. Please refer to 7.120 Retirement Bonus Pay in the Personnel Manual.

822 The sick leave provisions contained herein are to be considered as a part of the Employer's obligation under the Law Enforcement Officers and Fire Fighters (LEOFF) Retirement System (Revised Code of Washington, Chapter 41.26) to provide health and disability coverage for the employees included therein. All sick leave time off shall be charged against accrued sick leave regardless of whether it is covered under the LEOFF Act or not. It is not the intention of this provision to provide duplicate coverage, or to provide an extension to LEOFF disability payments beyond six (6) months from the date of disability.

83 Bereavement Leave - Upon the death, or serious illness with an impending death, of a member of the employee's immediate family, the employee shall be entitled up to forty (40) hours, to be used in full day increments, of Bereavement Leave without loss of compensation for the employee's regularly scheduled shifts not worked during such leave. The forty (40) hours of Bereavement Leave shall be used within a 14-day period from the date of death, or the onset of impending death. Additional time off as may be required for travel or other circumstances may be granted if approved in advance by the Employer. Such additional time shall be deducted from vacation or compensatory leave.

831 "Immediate Family" for bereavement leave shall be defined as spouse; Domestic Partner; parent; child; sibling; grandparent; grandchild; mother-in-law; father-in-law; step parent; stepchild; foster- child; legal ward; child of a Domestic Partner; or mother, or father, of a Domestic Partner.

84 Leave of Absence - Leave of absence without pay may be granted to an employee for a period of not to exceed one (1) year by the Department Head subject to the approval of the Mayor when it has been determined to be in the interest and to the welfare and convenience of the Employer providing adequate provision can be made for replacement of the employee during the employee's absence. To obtain a leave of absence, an employee must take application submitting the reasons for requesting the leave of absence, the length of time requested and the expected return date. No leave of absence without pay shall be granted until all accrued and unused vacation time has been utilized by the employee. Leave of absence time shall not affect civil service and seniority status of the employee.

85 Parental Leave and Family Sick Leave – Please refer to 9.30 Sick Leave in the Personnel Manual.

86 Shared Leave Program

861 The parties agree to adopt a Shared Leave Program under the terms and conditions set forth below.

862 Purpose - The Shared Leave Program enables regular full-time employees to donate annual vacation leave to fellow regular full-time employees who are faced with taking leave without pay or termination due to extraordinary or severe physical or mental illnesses. The program also allows employees to accept donated annual vacation leave to care for relatives or household members suffering from an extraordinary or severe illness if the duration of the illness will cause the employee to take leave without pay or to terminate employment. Implementation of the program for any individual employee is subject to agreement by the Employer, and the availability of shared leave from other employees. The Employer's decisions in implementing and administering the shared leave program shall be reasonable.

863 Definitions - The following definitions shall apply to this provision.

- a. "Employee's relative": Shall mean the employee's spouse, Domestic Partner, child, step child, child of Domestic Partner, grandchild, grandparent, step parent, or parent.
- b. "Household members": Shall mean persons who reside in the same home who have reciprocal duties to, and provide financial support for, one another. This term shall include foster children and legal wards, even if they do not live in the household. The term does not include persons sharing the same general house, when the living style is primarily that of a dormitory or commune.
- c. "Severe or extraordinary": Shall mean serious, extreme, or life-threatening conditions.

864 Donation Restrictions - The following restrictions shall apply to all shared leave transactions:

- a. Employees may donate vacation leave available in their leave bank, provided the donation does not cause the employee's annual vacation leave balance to fall below forty (40) hours.
- b. Compensatory leave may be donated, with no restrictions.
- c. The Employer shall determine whether an eligible employee shall receive shared leave and, if so, the amount of donated leave the employee may receive; provided, no employee shall receive more than two thousand eighty-eight (2,088) hours of shared leave during total City employment.

865 Eligibility - Employees may be eligible to receive shared leave under the following conditions:

- a. When the Employer determines the employee meets the criteria described in this policy.
- b. The employee is not eligible for time-loss compensation under RCW Chapter 51.32. If the time-loss claim is approved at a later time, all leave received shall be returned to the donors, and the employee shall return any overpayment to the department.
- c. The employee has complied with department policies regarding the use of sick leave.
- d. If the donated leave is from a different City agency, it shall be transferable only by agreement of both agency heads.
- e. The Employer may require the employee to submit, prior to approval or disapproval, a medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.

866 Recipient Responsibilities

- a. Donated leave shall be used only by the recipient for the purposes specified in this policy.
- b. All other forms of available paid leave shall be used prior to applying to the Shared Leave Program, provided that the employee may reserve up to forty (40) hours of sick leave and forty (40) hours of vacation leave.

867 Return of Shared Leave - Shared leave not used by the recipient shall be returned to the donor(s). Returned leave shall be:

- a. Divided among the donors on a pro-rated basis, computed on the original donated value;
- b. Returned at its original donor value; and
- c. Reinstated to each contributor's annual vacation leave balance.

868 Calculation of Shared Leave - The receiving employee shall be paid at his/her regular rate of pay; therefore, depending on the value of the shared leave, one (1) hour of leave may cover more or less than one (1) hour of recipient's salary. The dollar value of the leave shall

be converted from the donor to the recipient. The leave received shall be coded as shared leave and be maintained separately from all other leave balances.

869 Participation in the Shared Leave Program is voluntary. No employee shall be coerced, threatened, intimidated, or financially induced into donating annual leave for purposes of this program.

ARTICLE 9

INSURANCE AND DISABILITY BENEFITS

9.1 Self-Insurance - All medical, dental and vision coverage shall be provided through self-insurance by the Employer in substantially the form adopted by the Employee Benefits Committee and approved by the City Council on May 26, 1992 (the "Self Insurance Plan"). Effective January 1, 2008, employees will pay twenty percent (20%) of the dependent medical dental and vision premiums. For each plan year, the Employer shall retain an independent third party, experienced in setting rates for self-funded plans, who shall determine the appropriate and prudent rates for the self-insured plan, to be effective for that year. The independent third party shall use the usual and customary insurance/actuary principles and procedure to establish the rates. Prior to the final rates being set, the City and the independent third party shall meet with the Union to review the methodology and data used to prepare the rates. Bargaining unit employees who elect to be covered by Kaiser Permanente shall pay the cost of such coverage that exceeds the amount paid by the Employer under the self-insured plan for the employee and dependents. The Employer's contribution shall be prorated for part-time employees, pursuant to the Redmond Personnel Manual.

9.1.1 For the purpose of Paragraph 9.1 only, the term "dependent" shall include Domestic Partners and a Domestic Partner's dependent children. Such designation shall not control whether such individuals are dependents for any other purpose, including federal income tax.

9.1.2 The Employer and Association agree to continue to use the Benefits Committee, on which the Association has a representative, to explore modifications to the Self- Insurance Plan.

9.2 Liability Insurance - The Employer shall continue to provide the current insurance protection against potential liability actions resulting from an employee's performance of duty unless and until the City adopts an ordinance, in substantially the form attached hereto, providing for the indemnification, holding harmless, and defense of employees against potential liability actions resulting from an employee's performance of duty. Upon the adoption of and during the maintenance of an ordinance in substantially the form attached hereto, the City shall be relieved of its obligation to provide the current insurance protection against potential liability actions resulting from an employee's performance of duty. In the event the ordinance is not adopted or is adopted and materially changed or repealed, the City shall comply with the obligation to provide the insurance protection against potential liability actions resulting from an employee's performance of duty at the level in effect on January 1, 2006. Employer undertakes a good faith obligation to provide the Association with a summary of any material changes to the liability insurance policy within thirty (30) days after the renewal date of the policy. Provided, however, if the Employer fails to provide the summary or the summary is, for any reason, not acceptable to the Association, the Association's shall have the obligation to make a written request to Employer for the summary, or modifications thereto.

93 Disability Benefits - Regular full-time employees who are disabled and unable to return to work on account of illness or injury for a continuous 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 continuous absence from work, disability benefits in the following amounts, less Workers' Compensation Benefits and any amounts paid to the employee from or on behalf of the City, received during the corresponding pay periods, based on length of continuous City employment prior to the last day of work:

Two (2) years of employment:	30% of salary
Three (3) years of employment:	40% of salary
Four (4) years of employment:	50% of salary
Five (5) or more years of employment:	60% of salary

An employee shall not be eligible for the disability benefits as provided in this Section if the employee has previously received such benefits within the five (5) years immediately prior to the last day of work prior to the disability.

94 Life Insurance - The Employer shall provide a life insurance and Accidental Death and Dismemberment (AD&D) policy in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) per employee.

95 Section 125 Plan - Employees in the bargaining unit will be eligible to participate in the Employer's Section 125 plan.

96 Participation in Employer's Wellness Program - The Association will participate in the Employer's Wellness Program effective January 1, 2013 with no separate monthly charge (premium) to be paid by any individual employee or the Association for participating in the Wellness Program.

ARTICLE 10

UNIFORMS, CLOTHING ALLOWANCE, AND CLEANING ALLOWANCE

101 Uniform - The employer shall continue to provide each employee with all authorized and required uniforms and equipment. Any changes to the authorized and required uniforms and equipment shall be by mutual agreement through the labor management process.

102 Clothing Allowance - Detectives, Detective Sergeant, and Recruitment Officers required to wear professional business attire shall receive a clothing allowance of Three Hundred and Fifty Dollars (\$350.00) each six (6) months. Detectives (which shall include employees assigned to Pro-Act), Detective Sergeants (which shall include Sergeants assigned to Pro-Act) who are not required to wear professional business attire, receive a clothing allowance of Three Hundred and Fifty Dollars (\$350.00) each twelve (12) months. For assignments that may be temporary in nature the clothing allowance shall not be payable until and unless the employee has been continuously assigned to the non-uniformed position for a period of six (6) months, at which time the allowance shall be paid retroactively to the first date of such assignment. An employee assigned to a non-uniformed unit for the first time and required to wear professional business attire shall receive two (2) clothing allowance payments in advance at the commencement of the assignment which shall be a credit against the first two (2) clothing allowance payments which would otherwise be paid to the employee. An employee assigned to a non-uniformed unit for the first time and not required to wear professional business attire shall receive one (1) clothing allowance payment in advance at the commencement of the assignment which shall be a credit against the first clothing allowance payment which would otherwise be paid to the employee. As a condition of receiving each allowance payment, employees may be required to provide receipts for purchase of appropriate detective clothing. Such receipts may be used in the year the clothing was purchased with any excess receipts over the annual clothing allowance usable in the two years following the purchase of the clothing.

103 Loss and Destruction - Employees shall be held accountable for all protective clothing or protective devices assigned to the employee by the Employer. Loss or destruction of items of clothing or protective devices shall be replaced by the Employer where said loss was incurred as a direct result of the performance of the employee while on the job or as the result of an occurrence not due to the employee's intentional act or negligence. Accountable items of clothing or protective devices assigned to an employee which are lost or mutilated as a direct result of the employee's negligence shall be replaced by the employee.

104 Property of Employer - All uniforms and equipment issued by the Employer to each employee shall remain the property of the Employer. If the Employer requires an employee to carry a Cell Phone while off-duty, the Employer shall provide the employee with the option of driving a City vehicle to and from the employee's residence. The Employer shall be free to adopt regulations governing the use of the vehicle while the employee is off-duty.

105 Cleaning - Those personnel issued the washable "Class A" uniform shall be responsible

for all cleaning costs associated with it, except the “wool” Class A uniform. All personnel identified in section 10.2 of this agreement shall have their clothing cleaned, at one hundred percent (100%) of the necessary cost, by a cleaning service provided by the Employer.

ARTICLE 11 MISCELLANEOUS

11.1 Training - When any employee is required to attend law enforcement training courses, unless otherwise paid for, the entire costs shall be borne by the Employer by making arrangements to be billed by the school in advance for tuition and actual expenses incurred, by reimbursement, or by a combination of these methods. Whenever permitted by State Law the Employer shall make every effort to obtain authorization for payment of expenses in advance to the end that the employee shall not be required, to the extent possible, to attend such schools under a "pay out of your own pocket and be reimbursed" arrangement.

11.1.1 In order to minimize disruptions to employees' lives, the Employer shall attempt to schedule training during employees' regular shifts. Recognizing that scheduled training during employees' regular shifts will not always be possible and subject to the requirements of Articles 11.1.3 and 11.1.4, in the event an employee is required to attend training lasting eight (8) hours or more on the employees' regular day off or requests and is approved for training lasting eight (8) hours or more on the employee's regular day off, the Employer may: (a) deny the training, or (b) compensate the employee in pay or compensatory time at a time and one-half the regular rate for all training, or (c) flex the employee's schedule to accommodate such training so long as the Employer provides the employee with at least seven (7) calendar days' notice that his/her schedule will be flexed. The seven (7) calendar days' notice may be waived by the employee. In the event an employee's schedule is flexed, the alternate days off must be mutually agreed to.

11.1.2 The option to be credited compensatory time shall not apply to employees during Basic Academy Training. It shall be the responsibility of Employees attending Basic Academy Training to notify the Chief or the Chief's designee of optional training schedules established by the Academy that will cause overtime to accrue and to obtain prior approval for the overtime. If the Department denies the overtime request, the Department shall inform the Academy that it has elected to not pay for the overtime, and that the employee is not expected to attend the designated optional training. The Department shall also inform the Association of the denial and the reasoning therefore.

11.1.3 All employees required to attend training of eight (8) hours or more shall: (a) be relieved from working either nine (9) hours prior to the beginning of training or nine (9) hours after the conclusion of training with no loss of pay, and (b) have the time spent in training treated as the employee's normal work shift on the training day and receive compensation for the training period at his or her regular rate of pay. The employee will be compensated for training at the overtime rate if the training last longer than the employee's regularly scheduled shift.

11.1.3.1 An employee that would be relieved under this section shall have the option not to work his/her scheduled shift before the training. Employees opting not to work a scheduled shift before the training will be required to use utilize accrued leave to cover the hours from the start of his/her scheduled shift to the time when the employee would have been relieved.

11.14 The schedule of an employee attending full day or longer training courses shall be adjusted to conform to the hours of the training program and to exclude breaks and eating periods from the work day, provided, however, if the training is within the City of Redmond and the employee is subject to call during the training, breaks and eating periods will be included in the work day.

11.2 Department Meetings - All department meetings that off duty employees are required to attend shall be compensated for at the overtime rate set. The Employer shall whenever possible give employees reasonable notice of said meetings.

11.2.1 Attendance at optional special training classes, whether conducted at the police station or at other locations, shall be without additional compensation.

11.3 Compensatory Time - Compensatory time may be accrued by an employee in lieu of pay for court-time call backs, holidays or overtime up to a maximum of ninety (90) hours. Compensatory time cannot be earned when an employee works an extra duty assignment and the City is paid by a non-LEOFF employer (see 4.5.3).

11.3.1 The Chief of Police shall have the discretion of permitting additional compensatory time in lieu of overtime pay.

11.3.2 Accrued compensatory time off shall be taken at a time mutually agreeable to the Employer and the employee. Compensatory time off shall not be taken in conjunction with vacation leave except upon the approval of the Chief of Police or designee.

11.3.3 No compensatory time shall be deducted from that accrued to the employee unless the employee actually used that compensatory time or was paid for same or agreed to having it removed for disciplinary purposes.

11.4 Ammunition - Employer shall provide and replace at least annually the necessary duty ammunition for each commissioned officer with such amount to be no less than one box. In addition, no less than six hundred (600) rounds of target ammunition shall be provided each commissioned officer on an annual basis for purposes of firearms training and qualification.

11.5 Performance of Duty - All employees covered by this Agreement shall present themselves on time for their duty schedules in proper working uniform, ready to perform their assigned duties and that there shall be no strikes, slow-downs, stoppage of work or any interference with the efficient management of the Police Department.

11.6 New Hire Probationary Period - The probationary period for Police Officers sent to the Basic Law Enforcement Training Academy shall be one (1) year from the date the officer successfully completes the Academy. Otherwise, probation shall be governed by the Redmond

Civil Service Rules and Regulations.

11.7 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, layoffs, etc.) and Civil Service also does so, the labor agreement shall prevail. The Employer and Association 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 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 nonprobationary nature (i.e., after the probationary period) 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 Association elects to not submit a demand for arbitration pursuant to Subsection 13.1.2 of the grievance procedure, thereby waiving the right to arbitration, the employee shall have the right to review of 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.

11.8 Nondiscrimination - The Employer shall not unlawfully discriminate against any employee with respect to compensation, terms, conditions or privileges of employment, on the basis of race, color, creed, religion, age, gender, marital status, sexual orientation, honorably discharged veteran or military status, Association membership, or the presence of any sensory, mental or physical disability. An employee or Association claiming discrimination under this Section shall not be entitled to a remedy under the grievance procedure in the event the employee or the Association seek other administrative or legal remedies for the alleged discrimination, provided however, that filing a claim solely for the purpose of complying with applicable time limitations (such as a statute of limitations) shall not be considered as seeking another remedy unless and until the employee or Association fails to obtain dismissal of such claim within a reasonable time after there has been an award in the grievance arbitration. If the employee or Association fails to obtain such a dismissal, or seeks other administrative or legal remedies for the

alleged discrimination after the grievance arbitration award, the grievance arbitration award shall be vacated, of no force and effect, and the parties shall be entitled to be placed in the status quo ante, in effect prior to the issuance of the arbitration award.

11.9 Crime Prevention Officer and Public Information Officer (PIO) - All of the duties that have been performed by the Crime Prevention Officer and all of the duties performed by the Public Information Officer (PIO) may be assigned either to this bargaining unit or to a civilian position covered by the Police Support Bargaining Unit.

ARTICLE 12

PHYSICAL FITNESS PLAN

12.1 General Purpose

12.1.1 Law enforcement officers have unique job functions, some of which can be physically demanding and dangerous. An officer's capability to perform those functions can affect personal and public safety. Physical fitness underlies an officer's ability to perform many of the frequent and critical job tasks as well as the demanded training of skills.

12.1.2 The purpose of the City of Redmond Police Department physical fitness plan is to promote the physical capability of the members of the Redmond Police Department to meet the physical demands inherent in a police officer's job and to enhance the members' general physical fitness level, with the understanding that some individuals have unique physical characteristics which must be taken into account in assessing and applying the requirements for obtaining the physical fitness incentive.

12.1.3 Participation in the physical fitness program is voluntary. The design of the physical fitness program is not intended to be punitive in nature, but is instead designed to encourage employees to continue to maintain the ability to meet the requirements of the Washington State Criminal Justice Training Commission Basic Law Enforcement Academy (BLEA) Physical Ability Test (PAT).

12.2 Standards

12.2.1 The standard employees must satisfy are the requirements of the PAT, including achieving the minimum score for each individual testing component as well as the minimum passing score established by BLEA.

12.3 Conduct of Examinations

12.3.1 Officers and Sergeants who chose to participate will demonstrate that they meet the requirements of the PAT to a qualified physical fitness instructor during the calendar year. Employees shall be given up to three (3) opportunities to successfully complete the test per BLEA standards.

12.3.2 Members shall be on on-duty status during the examination process, but shall receive no overtime or extra compensation for the time spent taking the examination unless ordered to take the test at a time other than scheduled hours of work.

12.3.3 Members shall not be required to sign waivers of liability for the examination.

12.4 Physical Limitations

12.4.1 Any employee with proven, temporary physical limitations which prevent or substantially hinder compliance with any or all of the requirement(s) for obtaining the physical fitness incentive should be granted an exemption from compliance with such requirements.

12.4.1.1 To be eligible for such an exemption, an employee must submit a written statement from the employee's physician, to the Employer, establishing the condition or disability which prevents the employee from meeting any or all of the requirement(s) for obtaining the physical fitness incentive.

12.4.1.2 If the Employer disagrees with the judgment of the employee's physician, then the Employer shall have the right to have the employee examined by a physician of its choice and at its expense.

12.4.1.3 If the physician utilized by the Employer disagrees with the employee's physician, then the two physicians shall select a third physician, who shall examine the employee at the Employer's expense.

12.4.1.4 The judgment of the third physician as to the employee's physical condition shall be binding, unless mutually agreed to the contrary by the parties.

12.4.1.5 If an employee granted such a temporary exemption meets the standards for which the employee was not granted an exemption, then the employee shall be deemed to have demonstrated that he/she meets the requirements for obtaining the physical fitness incentive and shall be paid the incentive in accordance with section 12.6 below.

12.4.2 In the event an employee is unable to meet any of the standards of the plan due to a disability as defined in the Americans With Disabilities Act ("ADA"), Washington State Law Against Discrimination ("WSLAD"), or claims that a standard is contrary to any laws or regulations, then the Employer will meet and discuss such situations on a case-by-case basis to jointly determine, in consultation with the individual employee, whether an alternative requirement or requirements can be established for the employee which complies with such legal requirements. This review and consultation shall be limited to the specific requirement(s) which the employee is unable to meet due to such disability, or the requirement(s) which otherwise fails to meet established legal requirements.

12.4.2.1 Upon request by the City, the employee shall (a) provide information regarding any claimed disability, including a statement by the employee's treating physician, and (b) submit to an examination by a physician selected by the City, at the City's expense.

12.4.2.2 If it is determined that a meaningful alternative requirement or requirements cannot be established for the employee or that a test poses an increased risk to the employee, the requirement(s) shall be waived and the employee shall be deemed to have demonstrated that he/she meets the requirements for obtaining the physical fitness incentive and shall be paid the incentive in accordance with section 12.6 below.

12.4.2.3 If the employee and Employer are unable to reach agreement relating to adjustment or waiver of the requirement(s) due to disability or otherwise as provided herein, the issue may be submitted by either party to the grievance procedure. The parties acknowledge that the intent of this Subsection is to provide a procedure by which the physical fitness standards can be customized on an individual basis as required to accommodate protected disabilities, or other legal requirements, and the parties agree to cooperate to accomplish this goal.

12.4.3 The Employer agrees to indemnify and hold the Association harmless from liability to any employee who successfully claims that the physical fitness requirements or alternative requirements violate the employees' rights under the ADA or WSLAD.

12.5 Training for the Plan

12.5.1 To the extent shift scheduling allows, the Employer, in its reasonable discretion, will endeavor to allow three (3) hours of duty time per week to train for the physical fitness plan. This time can be taken in a maximum of sixty (60) minutes at a time. These 60 minutes include dressing time to get ready for physical fitness and to get ready to go back into service.

12.6 Annual Incentive Bonus

12.6.1 Employees who are able to demonstrate that they meet the requirements of the PAT shall receive an incentive bonus of two and one-half percent (2.5%) of the employee's base annual salary effective at the time of the test. The employees who successfully pass the test shall receive this bonus incentive within thirty (30) days of taking the test.

12.7 Physical Fitness Reopener - Either party may reopen this Article 12 for negotiation at any time during the term of this Agreement for the purpose of modifying the provisions hereof to conform to statutory and/or regulatory requirements.

ARTICLE 13 GRIEVANCE PROCEDURE

13.1 Definition and Procedure - A grievance shall be defined as an issue raised relating to the interpretation, application or violation of any terms or provisions of this Agreement.

13.1.1 An employee and/or the Association, within fourteen (14) calendar days from the occurrence or knowledge of the occurrence of an alleged grievance or when the employee and/or Association should reasonably have known of the existence of the grievance may bring said grievance to the attention of the Chief in writing, setting forth the nature of the grievance, the facts and/or documents on which it is based, the provision or provisions of the Agreement allegedly violated and the relief requested.

13.1.2 The Chief or the Chief's designee shall respond in writing to the alleged grievance within fourteen (14) calendar days. If the Chief's response does not resolve the grievance, the Association shall, within fourteen (14) calendar days after the date of the Chief's response, submit the grievance to the Mayor in writing for adjustment. Upon failure of the Mayor to resolve the alleged grievance within the following fourteen (14) calendar day period, the Association shall then be permitted the right to submit a written demand for arbitration to the Employer, within twenty-eight (28) calendar days.

13.1.3 If the grievance is not settled satisfactorily by the Mayor, the Association and the Employer may mutually agree to submit the grievance to mediation. Within fourteen (14) calendar days the two (2) parties shall agree upon a mediator drawn from a panel of neutral mediators trained in grievance mediation. The mediator will attempt to assure that all necessary facts and considerations are disclosed, but will not have authority to compel resolution of the grievance. The parties will not be limited solely to the facts and arguments presented at earlier steps of 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 the procedure in Subsection 13.1.4 below. In this case, the mediator may not serve as arbitrator, nor may any party reference the fact that a mediation conference was held or not held. Nothing said or done by the mediator or any party in the process of the mediation or settlement discussions may be referenced or introduced into evidence at the arbitration hearing. The cost of the mediator shall be borne equally by both parties.

13.1.4 The Employer and the Association shall immediately thereafter select an arbitrator to hear the dispute. If the Employer and the Association are not able to agree upon an arbitrator within five (5) calendar days after receipt by the Employer of the demand for arbitration, the Association and/or Employer may request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service or other referral service as agreed by the parties. After receipt of the same the parties shall alternately strike the names of the arbitrators until only one (1) name remains, who shall, upon hearing the dispute, render a decision which shall be final and binding upon all parties. The arbitrator's decision may not provide for retroactivity beyond one hundred eighty (180) days

prior to the filing of the grievance.

1315 In the event one of the parties is unable to meet the time deadlines set forth above, the other party shall grant an extension for good cause shown.

1316 Nothing herein shall prevent an employee from seeking assistance from the Association or the Association from furnishing such assistance to any stage of the grievance procedure.

1317 The expenses of the arbitrator, the cost of any hearing room and the cost of shorthand reporter, unless such are paid by the State of Washington, shall be borne by the losing party. The arbitrator shall designate the losing party in the arbitration decision. Each party shall be completely responsible for bearing all costs of preparing and presenting its own case, including compensating its own attorneys and witnesses. This agreed allocation of costs is intended to supersede any statutory provision assessing attorneys' fees against a party so long as the City does not appeal an arbitration decision. If the City appeals an arbitration decision, this section shall be null and void as to the grievance giving rise to the arbitration decision from the date the grievance was originally filed, and this section shall not supersede any statutory provision assessing attorneys' fees against the City.

1318 Association business conducted by a representative of the Association and aggrieved employee under this Section may be performed during duty hours consistent with the requirements of Section 4.1.

ARTICLE 14 SCOPE OF BARGAINING

14.1 General - This Agreement contains all the terms and conditions agreed upon by the parties, and any and all rights concerned with the management and operation of the Department in accordance with its responsibilities and the powers and authority, which the Employer possesses, are exclusively that of the Employer unless expressly limited by this Agreement.

14.2 Personnel Manual - The City of Redmond Personnel Manual authorized by Ordinance and as supplemented or amended hereafter by City Ordinance and Executive Order is hereby made a part of this Agreement except that specific provisions of this Agreement shall prevail wherever a conflict therewith exists. Without waiving any rights to bargain regarding any other matter, the Association shall retain its rights under state law to bargain any changes in the personnel manual which concern or impact mandatory subjects of bargaining relating to the Bargaining Unit.

14.3 Right to Bargain - The parties to this Agreement acknowledge that each has had the unlimited right and opportunity to make proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, the Employer and the Association each voluntarily and unqualifiedly agree to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically covered by this Agreement during the term of the Agreement, except as otherwise mutually agreed upon.

ARTICLE 15 LEGALITY

15.1 General - 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. Should any proposal submitted by the Association and agreed to by the Employer not be put into effect because of applicable legislation, Executive Orders or Regulations dealing with Wage and Price Stabilization, then such proposals or any part thereof shall become effective at such time, in such amounts, and for such periods as shall be permitted by Law at any time during the life of this Agreement.

ARTICLE 16
DURATION AND REOPENERS

16.1 This Agreement shall be effective January 1, 2019, and shall remain in full force and effect through December 31, 2021.

CITY OF REDMOND

REDMOND POLICE ASSOCIATION

By: _____
John Marchione, Mayor

By: _____
Tom Parsons, President

Date: _____

Date: _____

ATTEST:

By: _____
Michelle Hart, City Clerk

Date: _____

APPENDIX A

PAY PLAN "P" – RPA POLICE OFFICER, CORPORAL, & SERGEANT

THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF REDMOND, WASHINGTON (hereinafter referred to as the "Employer") and the Redmond Police Association (hereinafter referred to as "Association").

A.1 Salary - January 1, 2019 Salary – Effective January 1, 2019, the monthly rates of pay for employees covered by this Agreement shall be based on the following. For Police Officer, this represents a 4% increase and a one-time competitive market adjustment of approximately 1.19%. Corporal is a newly established position as of January 1, 2019, and is a 10% increase above Step E of Police Officer. Sergeant Step A is a 7% increase above Corporal, and Sergeant Step B is a 3% increase above Sergeant Step A.

2019 PAY PLAN "P" - POLICE OFFICER AND SERGEANT					
Ordinance No. -					
Effective Jan. 1, 2019					
Redmond Police Association					

Grade	Position Title	Step	Duration	Monthly	Annually
P1	Police Officer	A	0-12m	\$6,634	\$79,609
		B	13-24m	\$6,813	\$81,756
		C	25-36m	\$7,159	\$85,904
		D	37-48m	\$7,338	\$88,058
		E	49m+	\$7,683	\$92,199
P3	Corporal	A		\$8,452	\$101,419
P5	Sergeant	A	0-12m	\$9,043	\$108,518
		B	13m+	\$9,314	\$111,773

January 1, 2020 Salary – Effective January 1, 2020, the monthly rates of pay for employees covered by this Agreement shall be based on the following. This represents a 4% increase.

2020 PAY PLAN "P" - POLICE OFFICER AND SERGEANT					
Ordinance No. - Effective Jan. 1, 2020 Redmond Police Association					
Grade	Position Title	Step	Duration	Monthly	Annually
P1	Police Officer	A	0-12m	\$6,899	\$82,793
		B	13-24m	\$7,086	\$85,026
		C	25-36m	\$7,445	\$89,340
		D	37-48m	\$7,632	\$91,580
		E	49m+	\$7,991	\$95,887
P3	Corporal	A		\$8,790	\$105,476
P5	Sergeant	A	0-12m	\$9,404	\$112,858
		B	13m+	\$9,687	\$116,244

January 1, 2021 Salary – Effective January 1, 2021, the monthly rates of pay for employees covered by this Agreement shall be based on the following. This represents a 3% increase.

2021 PAY PLAN "P" - POLICE OFFICER AND SERGEANT					
Ordinance No. - Effective Jan. 1, 2021 Redmond Police Association					
Grade	Position Title	Step	Duration	Monthly	Annually
P1	Police Officer	A	0-12m	\$7,106	\$85,277
		B	13-24m	\$7,298	\$87,577
		C	25-36m	\$7,668	\$92,020
		D	37-48m	\$7,861	\$94,328
		E	49m+	\$8,230	\$98,764
P3	Corporal	A		\$9,053	\$108,640
P5	Sergeant	A	0-12m	\$9,687	\$116,244
		B	13m+	\$9,977	\$119,732

A.1.2 Advancement through the proficiency levels shall be automatic, provided performance of the individual is progressing satisfactorily. Should performance not be progressing satisfactorily the next automatic step may be extended for up to six (6) months, provided the employee has been notified in writing at least thirty (30) days prior to the date the increase would become effective.

A.1.3 All increases in rates of pay shall become effective on the pay anniversary date as defined in the Redmond Personnel Manual.

A.2 **Accreditation Pay** - The salaries specified in the pay plans included as exhibits herein or adopted pursuant to this Agreement include the 1.25% incentive pay recognizing the Department's accreditation by the Commission on Accreditation for Law Enforcement Agencies or other accrediting entity or agency selected by the Department. Should the Police Department lose its accreditation, the rates will be reduced by 1.25%.

A.3 **Premium Pay** - Employees shall be entitled to receive the following percentage of base salary as premium pay, based upon their years of service as a uniformed officer within the Department:

Completed Years of Service	Longevity Premium	Education Premium	
		AA Degree or 135 Credits from an Accredited Four-Year College or University	OR Bachelor's Degree
0	--	.75%	1.5%
3	--	.75%	1.5%
4	--	.75%	1.5%
5	1.0%	1.5%	3.0%
6	1.0%	1.5%	3.0%
7	1.0%	1.5%	3.0%
8	1.0%	1.5%	3.0%
9	1.0%	1.5%	3.0%
10	2.25%	1.5%	3.5%
11	2.25%	1.5%	3.5%
12	2.25%	1.5%	3.5%
13	2.25%	1.5%	3.5%
14	2.25%	1.5%	3.5%
15	3.0%	2.0%	4.5%
16	3.0%	2.0%	4.5%
17	3.0%	2.0%	4.5%
18	3.0%	2.0%	4.5%
19	3.0%	2.0%	4.5%
20	4.0%	2.5%	5.0%
25	4.5%	2.5%	5.0%

All degrees and credits must be from an accredited institution reasonably acceptable to the City.

All funds paid to an employee pursuant to Section A.6 or any similar tuition reimbursement plan, except for post-college graduate classes under prior agreements or the Employee Education Assistance Program (EEAP) in the City's Personnel Manual, shall be a credit and set-off against the amounts due to the employee pursuant to the Education Premium percentage until the City has been fully reimbursed for the total amount it paid the employee.

A.4 Special Assignments

Specialty Assignment*	Increase
Detective Sergeant and Detective	4% above regular base pay
Pro-Act Sergeant and Pro-Act Detective	4% above regular base pay
K-9 Officer	To compensate employees assigned as K-9 Officers for the duties related to the care and maintenance of the police dog, K-9 Officers shall: a. receive an additional three and one-half percent (3.5%) of their base pay; b. one (1) hour each week at their overtime rate; and c. one-half (1/2) hour "release time" per regularly scheduled shift for such care and maintenance.
Traffic Sergeant and Traffic Officer	4% above regular base pay
School Resource Officer (SRO)	4% above regular base pay
Recruiting Officer	4% above regular base pay
Training Sergeant	4% above regular base pay
Outreach Sergeant	4% above regular base pay

Collateral Duties*	Increase
Firearms Instructors DT Instructors EVOC Instructors SWAT CNT	4% above regular base pay. Employees assigned more than one of the collateral duties shall be capped at 4% above regular base pay.

*The pay for employees working in a specialty assignment and assigned one or more of the listed collateral duties shall be capped at 6% above regular base pay. An employee may hold no more than one specialty assignment. Those employees assigned as Corporal are not eligible for special assignment or collateral pay.

A.5 Work Out of Classification - A provisionally appointed Sergeant shall receive Step "A" of the Police Sergeant rate of pay retroactive. A Police Officer or Corporal assigned the duties of F.T.O (Field Training Officer) shall receive one-quarter (1/4) hour of overtime pay for every two consecutive hours worked in that capacity during a ten (10) hour shift.

A.6 Tuition Reimbursement - Employees shall be reimbursed for tuition expense for college courses taken on off-duty time in furtherance of college and post-graduate degrees as provided in the City of Redmond Personnel Manual under Employee Education Assistance Program, provided that a determination that a degree is not job related shall be subject to the grievance procedure.

A.7 Retroactive Pay The parties agree that all compensation improvements shall be retroactive and due upon execution of an agreement or interest arbitration award and will be paid on a separate check, on the next regular payday which is more than forty-five (45) days from the date of the award or execution of the agreement, whichever first occurs. Further, the parties agree that retroactive compensation for the period before the execution of the collective bargaining agreement will be paid only to individuals who either (a) are on the payroll as of the date of ratification, (b) have retired, or (c) leave employment as a result of disability.

CITY OF REDMOND

REDMOND POLICE ASSOCIATION

By: _____
 John Marchione, Mayor

By: _____
 Tom Parsons, President

Date: _____

Date: _____

ATTEST:

Michelle Hart, City Clerk

Date: _____

APPENDIX B

OFFICER BILL OF RIGHTS

THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF REDMOND, WASHINGTON (hereinafter referred to as the “Employer”), and the REDMOND POLICE ASSOCIATION (hereinafter referred to as “Association”).

B1 Because of the ever-increasing responsibilities and duties required of police officers in the performance of their duties which of necessity increase their contact with the general public and could lead to misunderstandings and questions surrounding the activities of members of the Public Department, it is mutually required, therefore, that procedures be established in order to provide for full investigation of any questions arising from contacts and relationships with the public and also to provide for safeguards in order to protect the police officer in these investigations so that the matters can be dealt with in fairness and in an expeditious manner, the following guidelines are set forth:

B1.1 An employee of the Redmond Police Department shall be entitled to be advised in writing, if the employee so requests, of the particular nature of an internal investigation, and other information which shall reasonably inform the employee of the allegations against him/her, and as to whether the employee is a witness or the focus of the investigation. If the employee is the focus of the investigation, this information shall be provided thirty (30) hours prior to interrogation of the employee and should include names of complaining witnesses (unless the witness is a confidential informant or otherwise requests anonymity). This Section shall not apply to the initial investigation, including the gathering of physical drug testing or breathalyzer evidence, which occurs surrounding the initial call or incident.

B1.2 Interrogations of said Police Department employees shall be at a reasonable hour; preference for such time of interrogations shall be when the individual is on duty and/or during the daytime; provided, however, that the gravity and exigencies of the investigation shall in all cases control the time of said interrogation.

B1.3 All interrogations shall be held at the Redmond Police Station facility except when this would be impractical. The employees shall be afforded an opportunity and the necessary facilities to contact an attorney and/or association representative prior to commencement of the interrogation. The employee's attorney and/or the Association representative may be present during the interrogation, but said attorney shall not be permitted to participate in the interrogation. Nothing herein shall in any way restrict the rights of the attorney and/or the Association representative to consult with the employee during the process of the interrogation.

B1.4 The interrogation shall be conducted in the most expeditious manner consistent with the scope and gravity of the subject matter of the interrogation and the employee shall at all times be given reasonable periods to attend to personal necessities, such as meals, telephone calls to the employee's private attorney and rest periods.

B1.5 The employee shall not be subjected to any profane language nor threatened with dismissal, transfer or other disciplinary punishment as a guise to obtain the resignation of said

employee nor shall the employee be subjected to intimidation in any manner during the process of interrogation. No promises or rewards shall be made to the said employee as an inducement to answer questions.

B16 At the employee's request, and at no cost to the Employer, the interrogation shall be recorded on tape and the tape(s) shall be immediately turned over to a third (3rd) neutral party (i.e., City Clerk) who shall be responsible for their safe keeping. Within a reasonable period after the conclusion of the investigation and no later than forty-eight (48) hours (not counting Saturday or Sunday) prior to a predisciplinary hearing, the employee shall be advised of the results of the investigation and the recommended disposition (which may be a range of possible dispositions) and shall be provided a copy of the investigatory file (excluding information from and the identity of confidential informants and other witnesses requesting confidentiality upon which the department does not intend to rely).

B17 An employee covered by this Agreement shall not be required to take or be subjected to any lie detector tests or similar tests as a condition of continued employment within the Redmond Police Department.

B18 When an employee, whether on or off duty, uses deadly force which results in the injury or death of a person, the employee shall not be required to make a written or recorded statement for twenty-four (24) hours after the incident except that promptly following the incident the employee shall verbally report to a superior a brief summary of the incident and any information necessary to secure evidence, identify witnesses, or apprehend suspects. The affected employee may waive the requirement to wait twenty-four (24) hours.

B19 Nothing contained in any of the above provisions shall restrict and/or limit the authority of the Chief of Police in the performance of this duties and responsibilities as the Chief Administrator of the Redmond Police Department.

B.1.9.1 Policy – The City and the Guild recognize that drug use by employees would be a threat to the public welfare, the safety of department personnel, and the public confidence in the Redmond Police Department. It is the goal of this policy to eliminate or absolve illegal drug usage through education, rehabilitation of the affected personnel, and other appropriate actions in the circumstances. In addition to the existing Department and City policies, the parties acknowledge that the use of alcoholic beverages or unauthorized drugs shall not be permitted at the City's work sites and/or while an employee is on duty nor shall an employee report for duty under the influence of alcohol or unauthorized drug.

While the City wishes to assist employees with alcohol or chemical dependency problems, safety is the City's first priority. Therefore, employees shall not report for work or continue working if they are under the influence of, or impaired by, the prohibited substances listed in Sections 5 and 6 of this article or impaired by any other drug or substance of any nature. Employees participating in treatment programs are expected to observe all job performance standards and work rules.

B.1.9.2 Informing Employees About Drug and Alcohol Testing – All employees shall be fully informed of this drug and alcohol testing policy. Employees will be provided with information concerning the impact of the use of alcohol and drugs on performance.

Employees who voluntarily come forward and ask for assistance to deal with a drug or alcohol problem shall not be disciplined by the City solely for coming forward and admitting a problem. The City shall not be prevented from disciplining an employee for other legitimate reasons just because the employee has voluntarily asked for assistance with a drug or alcohol problem.

The City encourages employees to seek treatment for drug and alcohol abuse voluntarily. To encourage employees to do so, the City makes available the Employee Assistance Program (EPA).

Any decision to voluntarily seek help through the Employee Assistance Program, or privately, will not in and of itself interfere with an employee's continued employment or eligibility for promotional opportunities. Information regarding an employee's participation in the Employee Assistance Program will be maintained in confidence.

B.1.9.3 Employee Testing – Unless otherwise required by law, employees shall not be subject to random urine testing, blood testing or other similar or related tests for the purpose of discovering possible drug or alcohol abuse. If the City has reasonable suspicion to believe an employee's work performance is impaired due to drug or alcohol use, the City may require the employee to undergo a drug and/or alcohol test consistent with the conditions set forth in this Appendix.

Reasonable suspicion for the purposes of this article is defined as follows: The City's determination that reasonable suspicion exists shall be based on specific, articulated observations concerning the appearance, behavior, speech or body odors of an employee.

B.1.9.4 Sample Collection and Testing – The collection and testing of urine and blood samples shall be performed at a US HealthWorks clinic. In the event that collection and testing at DrugProof is not feasible for any reason, the collection and testing shall be at another laboratory or health care professional qualified and authorized to administer and perform drug testing, evaluation and reporting according to the Substance Abuse and Mental Health Services Administration (SAMHSA) or successor agency guidelines. The sample collection and testing shall be performed consistent with SAMSHA guidelines.

Employees have the right, upon making a request promptly after being informed of the request for a sample, to a reasonable opportunity for Association and/or legal representation to be present during the submission of the sample, provided that the Association or legal representative must be available at the testing facility within one-half hour of the request. Prior to submitting to a urine or blood sample, the employee will be required to sign a consent and release form as attached to this Appendix. Failure of the employee to sign the consent and release form as attached shall be grounds for discipline.

A split sample shall be reserved in all cases for an independent analysis in the event of a positive test result. All samples must be stored in a manner as established by SAMHSA. All positive confirmed samples and related paperwork must be retained by the laboratory for at least six (6) months or for the duration of any grievance, disciplinary action, or legal proceedings, whichever is longer.

B.1.9.5 Drug Testing – The laboratory shall test for the substances and within the limits as provided by the Department of Health and Human Services Substance Abuse and Mental Health Services Administration (“SAMHSA”) Mandatory Guidelines for Federal Workplace Drug Testing Programs (“SAMHSA Standards”).

Drug test results gathered under this Appendix will not be used in a criminal investigation or prosecution.

B.1.9.6 Alcohol Testing – A breathalyzer or similar equipment certified by the state toxicologist shall be used to screen for alcohol use, and if positive, the results shall be confirmed by a blood alcohol test performed by US HealthWorks or other qualified laboratory. This screening test shall be performed by an individual properly qualified to perform the tests utilizing appropriate equipment. An initial positive alcohol level shall be 0.02 grams per 210 L. of breath. That is, if both breaths register at .02 or above, that constitutes a positive test. If only one breath is at .02 or above and the other is below .02, the test is negative. If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee’s files. Only specimens identified as positive on the initial test shall be confirmed by using a blood alcohol level. Sample handling procedures, as detailed in Section 4, shall apply. A positive blood alcohol level shall be 0.02 grams per 100 ml of blood. If confirmatory testing results are negative, all samples shall be destroyed and records of the testing expunged from the employee’s files.

B.1.9.7 Laboratory Results – The laboratory will initially advise only the employee and any Medical Review Physician as indicated by SAMHSA Standards of any positive results. The results of any positive drug or alcohol test will be released to the City by DrugProof once any Medical Review Physician has finished review and analysis of the laboratory’s test. Unless otherwise required by law, the City will keep the results confidential and shall not release them to the general public. Nothing in this Appendix shall prevent the City from using the results or fact of testing as evidence to defend itself, its employees or its position in any grievance, arbitration or legal proceedings.

B.1.9.8 Testing Program Costs – The City shall pay for all costs incurred for drug and alcohol testing required by the City hereunder, as well as the expenses associated with the Medical Review Physician. Travel to and from the laboratory or other collection location, and the time required to take the test shall be considered on duty time, provided that the City shall have the right to adjust the employee’s schedule to avoid an overtime obligation.

B.1.9.9 Duty Assignment After Treatment – If the duty assignment for an employee is modified or changed as a result of a rehabilitation program, then after an employee successfully completes his/her rehabilitation program, the employee shall be returned to the

regular duty assignment held prior to the rehabilitation program if such an assignment is open.. If an employee comes forward and requests assistance with a drug or alcohol problem under Section 2 of this Appendix, once treatment and follow-up care is completed, and one (1) year has passed with no further violations of this Appendix, the employee's personnel and medical files shall be purged of any reference to his/her drug problem or alcohol problem. All other violations of this Appendix shall remain a part of the employee's permanent personnel file.

B.1.9.10 Right of Appeal – The employee has the right to challenge the drug or alcohol test and any discipline imposed in the same manner that he/she may grieve any other City action.

B1.10 Psychological Evaluations

B.1.10.1 Any relevant medical history of the employee which the examining professional conducting a psychological evaluation requests shall be released by the employee only to the examining professional.

B.1.10.2 The examining professional shall issue a written report to the Employer, as the client, provided however, the employee shall have the right to meet with the examining professional to discuss the evaluation results, and provided further that such report shall be released only as provided in the Medical Release attached hereto as Appendix B-1.

B.1.10.2.1 If the employee believes that the conclusions of the examining professional are in error, the employee may obtain an additional examination at the employee's own expense and the Employer will provide the examining professional with documents which were utilized by the Employer's examining professional.

B.1.10.2.2 The Employer will undertake to have the Employer's examining professional make him/herself available to answer appropriate questions by the examining professional who conducts the independent examination. The Employee shall bear the costs of the Employer's examining professional's time to the extent the time required to answer such questions exceeds one (1) hour.

B.1.10.3 Should an employee grieve a disciplinary or discharge action taken as a result of a psychological examination, the Employer shall allow release of the examination and supporting documents upon which it relies for the action, and all other prior examinations of the employee determined to be relevant by the grievance arbitrator after a confidential review by the arbitrator.

B1.11 Personnel Records

B.1.11.1 The Employer will notify an employee upon receipt of a public disclosure request for information in the employee's personnel file. The procedure relating to the response to such request shall be as provided in the Personnel Manual.

B1.12 Personnel File Review

B.1.12.1 Each employee's personnel files shall be open for review by the employee, provided that, employees shall not have the right to review psychological evaluations or supervisor's notes prepared for the purpose of preparing employee's evaluations.

B.1.12.2 Contents - A "personnel file" shall be defined as any file pertaining to the bargaining unit member's employment status, work history, training, disciplinary records, or other personnel-related matters pertaining to the bargaining unit member. It is further understood that a personnel file does not include material relating to medical records, preappointment interview forms, Internal Affairs files, or applicant background investigation documents such as, but not limited to, psychological evaluations and polygraph results.

CITY OF REDMOND

REDMOND POLICE ASSOCIATION

By: 
John Marchione, Mayor

By: 
Tom Parsons, President

Date: 10/29/2018

Date: 10-26-18

ATTEST:


Michelle Hart, City Clerk

Date: 10/29/18

APPENDIX B-1

CONSENT/RELEASE FORM

I consent to the collection and analysis of a urine and/or blood sample by DrugProof for those drugs, alcohol, and/or controlled substances specified in the Collective Bargaining Agreement pursuant to the Substance Abuse Policy agreed to between the City of Redmond and the Redmond Police Association.

If I test positive, I agree to make myself and any requested records available to DrugProof or the Medical Review Physician within 48 hours of such request.

I understand that I have the right to my complete test results. If I test positive, I have the right to have the split sample tested at my expense at a second SAMHSA certified laboratory of my choice. I understand that I must request such test of the split sample within 72 hours of notification of a positive test result.

I understand that the Employer is requiring me to submit to this testing as a condition of my employment and that if I tamper with, alter, substitute, or otherwise obstruct or fail to cooperate with the testing process, I will be subject to disciplinary action up to and including termination.

I further understand that a confirmed positive test will result in actions taken by the employer and for the employee which are consistent with the City's policies and procedures for substance abuse testing and treatment.

I understand that the employer will administer the Policy consistent with federal and state constitutional and statutory requirements. Also, by signing this consent form, I am not waiving the right to challenge any confirmed positive test result and any Employer action based thereon. In order to pursue any challenge related to this test, I will, however, be required to authorize the laboratory and Medical Review Physician to release to my Employer and the Redmond Police Association any information relating to the test or test results. Further, I understand that my Employer may require me to participate in a treatment or rehabilitation program. If required to do so, I authorize the laboratory and Medical Review Physician to release any information relating to the test or test results to the Substance Abuse Professional (SAP) or treatment counselor. My signature below indicates my consent for release of this information.

Employee Signature

Date

Employee Printed Name

Patient

Date

APPENDIX D
GUIDELINES FOR HIRING NON-COMMISSIONED EMPLOYEES
MEMORANDUM OF UNDERSTANDING
by and between
CITY OF REDMOND, WASHINGTON
and
REDMOND POLICE ASSOCIATION
(representing both the Uniformed and Police Support Employees)

The CITY OF REDMOND (the "City") and the REDMOND POLICE ASSOCIATION (the "RPA") hereby recognize the mutual benefits of modifying the existing collective bargaining agreements between the RPA and the City to delineate the rights and obligations of the City, the RPA and any non-commissioned employee of the Redmond Police Department who is hired as a commissioned officer in the Department pursuant to any education waiver allowed by the Department. When such non-commissioned employees of the Department seek employment as commissioned officers the City may recognize such employee's on-the-job experience with the Redmond Police Department as constituting a significant qualifying experience that warrants a limited waiver of the entry level education requirement as described below. In furtherance of the parties' mutual recognition of the advantages of providing for greater flexibility in regards to the application of the education requirement, the parties further agree as follows:

1. The requirement for applicants for commissioned positions with the Redmond Police Department to have an Associate of Arts Degree or its equivalent is a requirement that the City has the right to modify or remove. For so long as the City continues such requirement, the City and the RPA agree that the manner in which the requirement is fulfilled for those candidates with employment experience as non-commissioned employees of the Redmond Police Department is modified to allow the education requirement to be fulfilled after employment is commenced as described below.
2. The parties agree that employees with experience as paid non-commissioned employees of the Redmond Police Department seeking employment as commissioned officers of the Redmond Police Department may apply even though they have not yet fulfilled the requirement of an Associate of Arts Degree (or its equivalent), where (i) they are in good standing in the Department, (ii) they are matriculated in an accredited institution of higher education, and (iii) there is a reasonable prospect that they will fulfill the education requirement within forty (40) months of the commencement of their employment as commissioned officers (at least one-half of the required credits have been fulfilled), under the condition that their failure to complete the Associate of Arts Degree within forty (40) months will constitute grounds for termination of their employment in a commissioned position.
3. Employees who fail to fulfill the education requirement within the requisite forty (40) months shall be subject to demotion to the employee's last held non-commissioned position, if a vacancy exists in such position. If such a vacancy does not exist the parties agree that the City may terminate the employee's employment in the commissioned

position notwithstanding the provisions of Civil Service Rules (8.40) and the City of Redmond/RPA collective bargaining agreements in effect at that time. The parties agree that such a termination for failure to meet the education requirement within the forty (40) months shall not be subject to a Civil Service appeal, a grievance under the collective bargaining agreement, or challenge in any other forum on any grounds whatsoever, including lack of cause. Provided that where the employee is prevented from completing the education requirement due to intervening causes or personal hardship beyond the employee's immediate control, and the employee promptly (and in no event after the expiration of the forty (40) month period) provides the City with notice of the details and expected duration of the intervening cause or personal hardship, the employee shall be provided a reasonable extension in which to complete the requirement, corresponding to the length of the intervening cause or hardship. In the event of termination, the provisions of the current RPA Support employees collective bargaining agreement under Re-employment and Promotion Rights (5.5.2) shall apply in the same manner as if the employee was laid off from the last non-commissioned position held by the employee in the Department effective as of the date of the termination.

Employees hired pursuant to provisions shall receive the highest priority for the existing education slots allocated in the shift bidding system.

DATED the __ day of _____, 2007.

CITY OF REDMOND

REDMOND POLICE ASSOCIATION

By: _____
Rosemarie Ives, Mayor

By: _____
Joaquin Lipana, President

Date: _____

Date: _____

ATTEST:

Bonnie L. Mattson, City Clerk

Date: _____

ATTACHMENT 9.3-A

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, ADDING A NEW CHAPTER 2.06 TO THE REDMOND MUNICIPAL CODE IN ORDER TO PROVIDE FOR THE INDEMNIFICATION OF CITY OFFICIALS AND EMPLOYEES; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON,
DO ORDAIN AS FOLLOWS:

Section 1. **Indemnification.** A new Chapter 2.06 is hereby added to the Redmond Municipal Code to read as follows:

Chapter 2.06

INDEMNIFICATION OF CITY EMPLOYEES AND OFFICIALS

Sections:

2.06.010	Definitions.
2.06.020	Legal representation.
2.06.030	Exclusions.
2.06.040	Determination of exclusion.
2.06.050	Representation and payment of claims — Conditions.
2.06.060	Effect of compliance with conditions.
2.06.070	Failure to comply with conditions.
2.06.080	Reimbursement of incurred expenses.
2.06.090	Conflict with provisions of insurance policies.
2.06.100	Pending claims.

2.06.10 Definitions.

Unless the context indicates otherwise, the words and phrases used in this chapter shall have the following meanings:

A. “Employee” means any person who is or has been employed by the city. “Employee” does not include independent contractors.

B. “Official” means any person who is serving or has served as an elected city official, and any person who is serving or has served as an appointed member of any city board, commission, committee or other appointed position with the city. “Official” does not include independent contractors performing the duties of appointed positions.

2.06.20 Legal representation.

A. As a condition of service or employment the city shall provide to an official or employee, and any spouse of an official or employee to the extent the marital community is implicated, subject to the conditions and requirements of this chapter, and notwithstanding the fact that such official or employee may have concluded service or employment with the city, such legal representation as may be reasonably necessary to defend a claim or lawsuit filed against such official or employee resulting from any conduct, act or omission of such official or employee performed or omitted on behalf of the city in their capacity as a city official or employee, which act or omission is within the scope of their service or employment with the city.

B. The legal services shall be provided by the office of the city attorney unless:

1. Any provision of an applicable policy of insurance provides otherwise; or
2. A conflict of interest or ethical bar exists with respect to said representation; or
3. The Mayor determines that the assignment of counsel other than the city attorney is necessary or prudent under the circumstances.

C. In the event that outside counsel is retained under subsection (B)(2) above, the city shall indemnify the employee from the reasonable costs of defense.

2.06.30 Exclusions.

A. In no event shall protection be offered under this chapter by the city to:

1. Any dishonest, fraudulent, criminal, willful, intentional or malicious act or course of conduct of an official or employee;

2. Any act or course of conduct of an official or employee which is not performed on behalf of the city;

3. Any act or course of conduct which is outside the scope of an official's or employee's service or employment with the city; and/or

4. Any lawsuit brought against an official or employee by or on behalf of the city.

Nothing herein shall be construed to waive or impair the right of the city council to institute suit or counterclaim against any official or employee nor to limit its ability to discipline or terminate an employee.

B. The provisions of this chapter shall have no force or effect with respect to any accident, occurrence or circumstance for which the city or the official or employee is insured against loss or damages under the terms of any valid insurance policy; provided, that this chapter shall provide protection, subject to its terms and limitations, above any loss limit of such policy. The provisions of this chapter are intended to be secondary to any contract or policy of insurance owned or applicable to any official or employee. The city shall have the right to require an employee to utilize any such policy protection prior to requesting the protection afforded by this chapter.

2.06.040 Determination of exclusion.

The determination of whether an official or employee shall be afforded a defense by the city under the terms of this chapter shall be finally determined by the city council on the recommendation of the mayor. The mayor and/or city council may request the city attorney to provide

an opinion or recommendation concerning the determination. The decision of the city council shall be final as a legislative determination of the council. Nothing herein shall preclude the city from undertaking an officer or employee's defense under a reservation of rights.

**2.06.50 Representation and payment of claims —
Conditions.**

The provisions of this chapter shall apply only when the following conditions are met:

A. In the event of any incident or course of conduct potentially giving rise to a claim for damage, or the commencement of a suit, the official or employee involved shall, as soon as practicable, give the city risk manager written notice thereof, identifying the official or employee involved, all information known to the official or employee involved, all information known to official or employee with respect to the date, time, place and circumstances surrounding the incident or conduct giving rise to the claim or lawsuit, as well as the names and addresses of all persons allegedly injured or otherwise damaged thereby, and the names and addresses of all witnesses.

B. Upon receipt thereof, the official or employee shall forthwith deliver any claim, demand, notice or summons or other process relating to any such incident or conduct to the city risk manager, mayor, or city clerk, and shall cooperate with the city risk manager and city attorney, or an attorney designated by the city, and, upon request, assist in making settlement of any suit and enforcing any claim for any right of subrogation against any persons or organizations that may be liable to the city because of any damage or claim of loss arising from the incident or course of conduct, including but not limited to rights of recovery for costs and attorneys' fees arising out of state or federal statute upon a determination that the suit brought is frivolous in nature.

C. Such official or employee shall attend interviews, depositions, hearings and trials and shall assist in securing and giving evidence and obtaining attendance of witnesses all without any additional compensation to the official or employee and, in the event that an employee has left the employ of the city, no fee or compensation shall be provided. The city shall pay reasonable out-of-pocket

expenses and costs (e.g. travel expenses, parking expenses, etc) incurred by employees and officials (including former employees and former officials) in connection with such attendance. All such expenses shall be approved by the mayor or her designee and the mayor's determination shall be final.

D. Such official or employee shall not accept nor voluntarily make any payment, assume any obligations, or incur any expense relating to the claim or suit, other than for first aid to others at the time of any incident or course of conduct giving rise to any such claim, loss or damage.

2.06.060 Effect of compliance with conditions.

If legal representation of an official or employee is undertaken by the city attorney, all of the conditions of representation are met, and a judgment is entered against the official or employee, or a settlement made, the city shall pay such judgment or settlement; provided, that the city may, at its discretion, appeal as necessary such judgment.

2.06.070 Failure to comply with conditions.

In the event that any official or employee fails or refuses to comply with any of the conditions of Section 2.06.050, or elects to provide his/her own representation with respect to any such claim or litigation, then all of the provisions of this chapter shall be inapplicable, and have no force or effect with respect to any such claim or litigation.

2.06.80 Reimbursement of incurred expenses.

A. If the city determines that an official or employee does not come within the provisions of this chapter, and a court of competent jurisdiction later determines that such claim does come within the provisions of this chapter, then the city shall pay any judgment rendered against the official or employee and reasonable attorneys' fees incurred in defending against the claim. The city shall pay any attorneys' fees incurred in obtaining the determination that such claim is covered by the provisions of this chapter.

B. If the city determines that a claim against a city official or employee does not come within the provisions of this chapter, and a court of competent jurisdiction later finds that such claim does not come within

the provisions of this chapter, then the city shall be reimbursed by the official or employee for costs or expenses incurred in obtaining the determination that such claim is not covered by the provisions of this chapter.

2.06.090 Conflict with provisions of insurance policies.

Nothing contained in this chapter shall be construed to modify or amend any provision of any policy of insurance where any city official or employee thereof is the named insured. In the event of any conflict between this chapter and the provisions of any such policy of insurance, the policy provisions shall be controlling; provided, however, that nothing contained in this section shall be deemed to limit or restrict any employee's or official's right to full coverage pursuant to this chapter, it being the intent of this chapter and section to provide the coverage detailed in this chapter outside and beyond insurance policies which may be in effect, while not compromising the terms and conditions of such policies by any conflicting provision contained in this chapter.

2.06.100 Pending claims.

The provisions of this chapter shall apply to any pending claim or lawsuit against an official or employee, or any such claim or law suit hereafter filed, irrespective of the date of the events or circumstances which are the basis of such claim or lawsuit.

Section 2. Severability. If any section, sentence, clause or phrase of this ordinance or any code provision adopted hereby 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 or any such code provision.

Section 4. Effective Date. This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall

take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

CITY OF REDMOND

MAYOR ROSEMARY IVES

ATTEST/AUTHENTICATED:

MALISA FILES, CITY CLERK

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:_____

ATTACHMENT 9.3-B

ORDINANCE NO. 2408

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, RELATING TO INDEMNIFICATION OF CITY EMPLOYEES AND OFFICIALS, AMENDING SECTION 2.06.020 OF THE REDMOND MUNICIPAL CODE TO ADOPT PROVISIONS INDEMNIFYING THE REGISTERED DOMESTIC PARTNERS OF EMPLOYEES AND OFFICIALS; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, in 2006, the City adopted Chapter 2.06 of the Redmond Municipal Code providing for the indemnification of City employees and officials; and

WHEREAS, in 2008 the Washington State Legislature amended chapter 26.16 RCW to provide for community property between domestic partners who have registered with the Washington Secretary of State; and

WHEREAS, the City Council desires to amend Section 2.06.020 of the Redmond Municipal Code to include indemnification of registered domestic partners of employees or officials of the City, under the same conditions as Section 2.06.020 currently indemnifies spouses of employees and officials of the City.

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

Section 1. Amendment of section. RMC 2.06.02, Legal Representation, is hereby amended to read as follows:

2.06.020 Legal representation.

A. As a condition of service or employment the city shall provide to an official or employee, and any spouse or registered domestic partner of an official or employee to the extent the [MARITAL] community, as community is defined in chapter 26.16 RCW as

amended by Chapter 6, Laws of 2008, is implicated, subject to the conditions and requirements of this chapter, and notwithstanding the fact that such official or employee may have concluded service or employment with the city, such legal representation as may be reasonably necessary to defend a claim or lawsuit filed against such official or employee resulting from any conduct, act or omission of such official or employee performed or omitted on behalf of the city in their capacity as a city official or employee, which act or omission is within the scope of their service or employment with the city.

B. The legal services shall be provided by the office of the city attorney unless:

1. Any provision of an applicable policy of insurance provides otherwise; or

2. A conflict of interest or ethical bar exists with respect to said representation; or

3. The Mayor determines that the assignment of counsel other than the city attorney is necessary or prudent under the circumstances.

C. In the event that outside counsel is retained under subsection (B)(2) above, the city shall indemnify the employee from the reasonable costs of defense.

Section 2. Severability. If any section, sentence, clause or phrase of this ordinance or any code provision adopted hereby 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 or any such code provision.

Section 3. Effective date. This ordinance shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

ADOPTED by the Redmond City Council this 15 day of July, 2008.

CITY OF REDMOND


JOHN MARCHIONE, MAYOR

ATTEST/AUTHENTICATED:


MICHELLE M. MCGEHEE, CMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By: 

FILED WITH THE CITY CLERK:	July 9, 2008
PASSED BY THE CITY COUNCIL:	July 15, 2008
SIGNED BY THE MAYOR:	July 15, 2008
PUBLISHED:	July 21, 2008
EFFECTIVE DATE:	July 26, 2008
ORDINANCE NO. <u>2408</u>	