

MEMORANDUM OF UNDERSTANDING
by and between the
City of Sammamish, Washington
and the
Washington State Council of County and City Employees, AFSCME Council 2 Local 1425

This Memorandum of Understanding (“MOU”) is entered into by and between the City of Sammamish (the “City”) and the Washington State Council of County and City Employees AFSCME Council 2 Local 1425 (the “Union”) (collectively, the “Parties”), regarding clarifying language in the current Collective Bargaining Agreement (CBA).

I. Background

- A. The Parties have executed a collective bargaining agreement (“CBA”), valid until December 31, 2026, or until a successor agreement is ratified and approved.
- B. Questions have been raised about the interplay of Standby Pay, Call Back, and Call Out language in several sections of the CBA.
- C. To facilitate the consistent operationalization of these sections of the CBA, this MOU offers clarification of the language in question.

II. Terms and Conditions

In consideration of the terms and conditions set forth herein and the mutual benefits to be derived, the Parties agree as follows:

- A. Article 13 – Wages, Section 2. Pay Rates, subsection A. Standby shall be removed from this section and added to Article 6 – Hours of Work and Overtime, Section 9. Call Back & Call Out.
- B. Article 6 – Hours of Work and Overtime, Section 9. Call Back & Call Out, shall be amended to add new language as follows:

Section 9. Standby/On Call, Call Back & Call Out.

A. Standby/On Call.

Standby is defined as a period of time, outside of an employee’s regularly scheduled duty time, when the employee is officially notified of the possible recall to work. Standby time shall be assigned in weekly shifts where applicable or on an ad hoc basis when necessary and shall be paid at the rate of \$66.00 per day and \$99.00 per weekend or holiday day. Employees placed on standby must remain unimpaired and be available to return to work within two (2) hours.

B. Definition of a Call Back

A Call Back shall be defined as a circumstance where a M&O or Inspector employee has left the work premises at the completion of their regular work shift and is requested to report back to work prior to the start of their next regularly scheduled work shift.

M&O and Inspector employees who are called back to work after completing their regular shift shall be paid a minimum of four (4) hours straight-time pay for all time worked up to two (2) hours. Any time worked beyond two (2) hours shall be paid for at one and one-half times (1.5x) the regular rate of pay. *The Call Back provision does not pertain to employees who are on Standby/On call.*

C. Call Out

An employee who is on Standby/On Call and who is called to perform work is subject to the Call Out provision and shall be compensated as described below. Any subsequent call outs that occur within the two (2) hours for which the M&O and Inspector employee is already being paid shall be considered part of the initial call out unless the work extends beyond the two (2) hours, in which case the M&O and Inspector employee will be paid for actual time worked beyond the initial two (2) hours. Subsequent calls that begin after the two (2) hours for which the M&O and Inspector employee is already being paid shall trigger a new two (2) hour minimum. This includes call outs that can be handled without travel, such as telephone calls or meetings utilizing Teams/Zoom or other video platform.

C. Except as expressly set forth herein, the underlying CBA shall remain in full force and effect.

For the Union:

For the City:

Roger P. Moller
Roger P. Moller (Oct 16, 2024 12:40 PDT)
Roger Moller
Staff Representative WSCCCE
Dated: 10/16/2024

Scott MacColl
Scott MacColl
City Manager
Dated: 10/21/2024

Darci Donovan
Darci Donovan
President AFCME Local 1425
Dated: 10/15/2024











1. Exhibit 1 - Clarifying Language Standby_Call Back_Call Out MOU

Final Audit Report

2024-10-21


Created:	2024-10-15
By:	Rebecca Kronblat (RKronblat@Sammamish.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAN70vAiZAQ2SQ-HaiQ_qm7uMlhFKw1IMI

"1. Exhibit 1 - Clarifying Language Standby_Call Back_Call Out MOU" History

-  Document created by Rebecca Kronblat (RKronblat@Sammamish.us)
2024-10-15 - 9:47:29 PM GMT
-  Document emailed to Darci Donovan (ddonovan@sammamish.us) for signature
2024-10-15 - 9:47:34 PM GMT
-  Email viewed by Darci Donovan (ddonovan@sammamish.us)
2024-10-15 - 9:48:00 PM GMT
-  Document e-signed by Darci Donovan (ddonovan@sammamish.us)
Signature Date: 2024-10-15 - 9:48:17 PM GMT - Time Source: server
-  Document emailed to Roger Moller (rogerm@council2.com) for signature
2024-10-15 - 9:48:19 PM GMT
-  Email viewed by Roger Moller (rogerm@council2.com)
2024-10-16 - 7:39:22 PM GMT
-  Signer Roger Moller (rogerm@council2.com) entered name at signing as Roger P. Moller
2024-10-16 - 7:40:33 PM GMT
-  Document e-signed by Roger P. Moller (rogerm@council2.com)
Signature Date: 2024-10-16 - 7:40:35 PM GMT - Time Source: server
-  Document emailed to Scott MacColl (smaccoll@sammamish.us) for signature
2024-10-16 - 7:40:37 PM GMT
-  Email viewed by Scott MacColl (smaccoll@sammamish.us)
2024-10-21 - 3:34:42 PM GMT

 Document e-signed by Scott MacColl (smaccoll@sammamish.us)

Signature Date: 2024-10-21 - 4:18:16 PM GMT - Time Source: server

 Agreement completed.

2024-10-21 - 4:18:16 PM GMT