

Heights District Plan Implementation

VANCOUVER
CITY HALL



February 8, 2021
City Council Workshop

Rebecca Kennedy, Long Range Planning Manager
Greg Turner, Land Use Manager

Presentation Overview

Presentation Overview:

- Brief Overview: Heights District Planning Process and Adoption
- Plan Implementation Activities and Public Process
- Prior Planning Commission Review
- Plan Policy Direction and Draft Proposed HX Zone Standards
- Next Steps & Council Discussion

Presentation Purpose

Presentation Purpose:

- Update Council on implementation work thus far
- Council feedback and direction on proposed draft standards and additional analysis needed
 - Building heights
 - Step-back standards
 - Landscaping standards
 - Parking
 - Allowed uses

The Heights District



Heights District Plan: Project Goals

- Establish a vision for a **vibrant neighborhood center**
- Catalyze additional **private development** in the District
- **Involve the public** in the planning / design process
- Include **affordable** income-based housing
- Include accessible **public open space**
- Utilize innovative urban design and **sustainable development practices**
- Plan for the creative and functional **integration of transit**
- Increase **multi-modal connectivity** in the District uses



Heights District Plan: Outreach & Engagement

Community Open
Houses

Online Surveys

Stakeholder
Interviews

Community
Advisory
Committee

Technical Advisory
Committee

Property Owner
Meetings

Neighborhood
Assoc. Meetings
& Interviews

Coffee Talks

Planning
Commission & City
Council

Heights District Plan Implementation



City Council adopted the Heights District Plan on August 17, 2020.



First phase of Plan implementation includes:

- **Creation of new HX zoning district and associated design guidelines**
- Adoption of a Planned Action for the District
- Updates to street standard details
- Fitwell community certification for the Tower Mall Redevelopment Area
- Demolition of Tower Mall building

Plan Policy Direction: Comp Plan Designations



Plan Policy Direction: Zoning



Public Outreach and Engagement

- Neighborhood Associations and coalitions
- Heights Community Advisory Committee (CAC)
- Agency partners
- Property owners
- Businesses
- Services providers
- School groups
- Community-based organizations

Public Input Opportunities

- Planning Commission and City Council workshops and public hearings
- Be Heard page
 - Provides information about proposed implementing regulations and the relationship to policy direction in the Plan
 - Opportunities to engage with the project team online
- Stakeholder meetings
- Reach out to directly to the project team

Project Visualization Tools

- Visuals/renderings have been developed to:
 - help stakeholders understand HX zone regulations and how this aligns with the Heights District Plan vision and policies.
 - illustrate representative development outcomes of HX regulations as directed by Plan vision and policies and Council direction.
- Being used for:
 - Planning Commission discussions and other outreach activities
 - Be Heard page and the project webpage
 - In stakeholder communications.

Planning Commission Review To-date

- October 13 Planning Commission Workshop
- November 10 Planning Commission Workshop
- January 26 Planning Commission Workshop
- Proposed HX development standards developed:
 - Parking
 - Building heights and step-back depth
 - Enhanced landscaping
 - Allowed uses

Community Feedback

- Building Heights: Explore flexibility within project to respect transitions to existing neighborhoods while achieving overall density goals in the vision:
 - Limit to 2-stories when fronting Idaho St.
 - Limit to 2-stories on Fire Station parcel
 - 4-stories along MacArthur could work if designed well
 - Willing to go higher in the core for reduced heights north of Mill Plain on the fire station parcel
- Access: Properties at east end of District on north side of Mill Plain should continue taking access off Mill Plain; no access from neighborhood streets
- Ground floor residential along MacArthur Blvd should be allowed

Community Feedback

- Homeownership opportunities are important and should be included
- Questions about long-term success and viability of redevelopment
- Single family should be allowed
- Parking
 - Minimum parking ratios are insufficient
 - Parking ratios should be higher here than in other areas of the City

Planning Commission Feedback to date

- Building Height:
 - Provide flexibility in building height maximums for development considerations such as rooftop construction, ground floor retail, changes in construction type, energy code requirements, etc.
 - Rooftop equipment and solar panels should not count toward height maximums
 - With tiered approach to building heights and lower heights on the edges, consider increased heights in the core redevelopment area to achieve overall densities
 - Consider allowing 7 stories for 5 over 2 buildings; more feasible than a six-story building
 - Understanding of tiered approach to lower building heights and higher minimum parking requirements around the edges to be sensitive to existing neighborhoods
- Parking: Ensure overall density can be achieved under the proposed minimum parking requirements and building height maximums

Planning Commission Feedback to date

- Consider incorporating Crime Prevention Through Environmental Design in development standards and design guidelines
- Need to find a balance between implementation of plan policies and allowing for flexibility and creativity for future development; need to vet proposals with development community
- For uses that should be limited but not prohibited outright, consider a single use allowance
- Include strategies for incentivizing uses that are desirable in addition to public realm and open space
- Find creative options for activating ground floor- too much required retail will result in empty storefronts
- Preserve density, use land efficiently to accommodate future growth

Property Owner Feedback

- Don't reduce development capacity below current zoning
- Ground floor residential along MacArthur Blvd should be allowed
- Screening of parking may pose challenges
- General support for proposed standards
- Encouragement for the City to finish the new development standards and lift the development moratorium
- Don't make existing buildings nonconforming

Feedback Reflected in Proposed Standards

- Increase in building height maximums to provide additional flexibility with construction needs, energy code requirements, etc.
- Decrease building height maximums to 2-stories fronting Idaho St.
- Buffering requirements adjacent to residential zoning tied to building height increases, and provide enhanced landscaping when abutting residentially-zoned properties
- 60 ft. step-back for transition from three to four stories along MacArthur and other areas abutting residentially zoned property

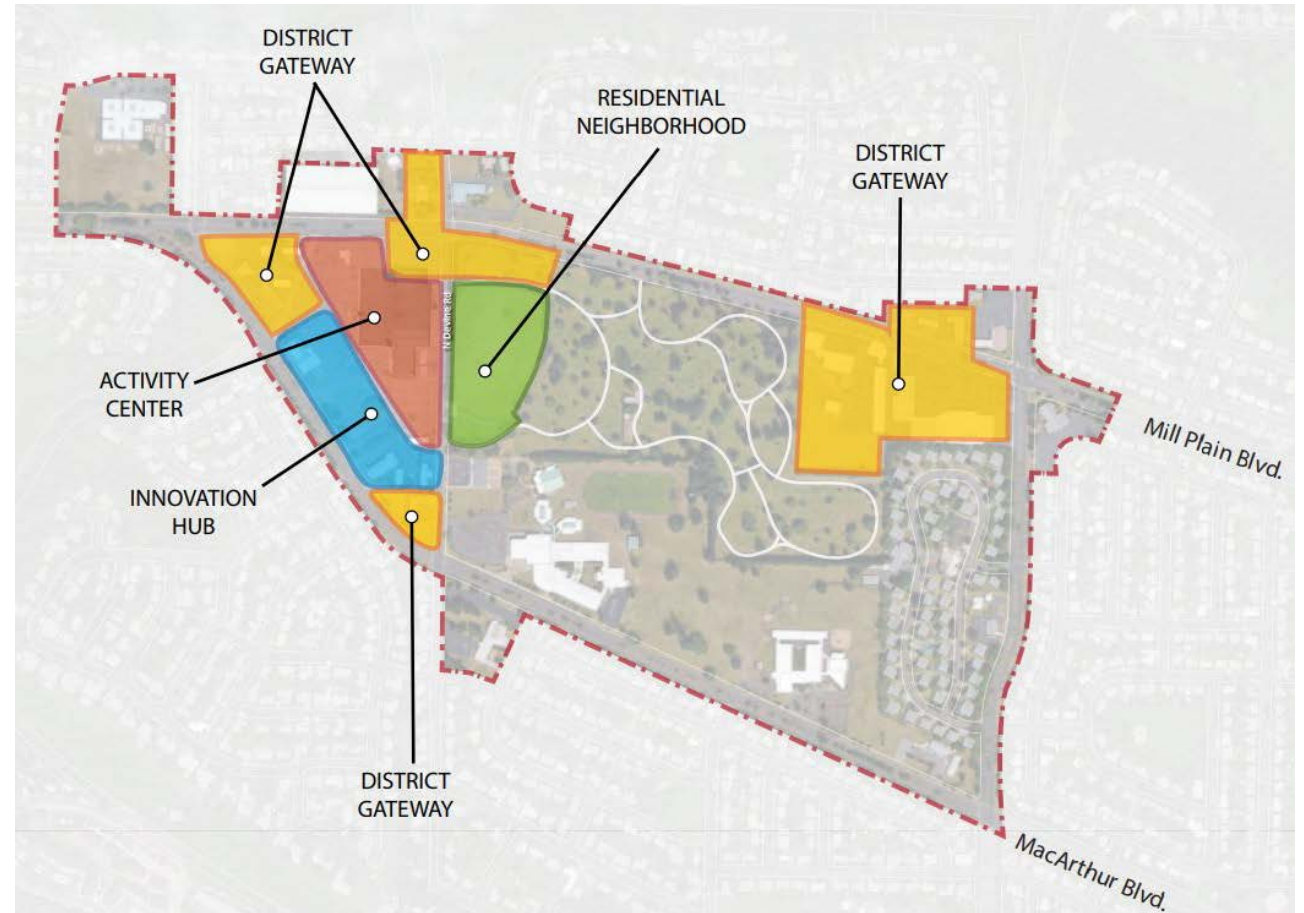
Feedback Reflected in Proposed Standards

- Crime Prevention Through Environmental Design (CPTED) principles incorporated in draft design guidelines document
- Slightly reduced absolute development capacity on some parcels, but overall proposals in line with what would be feasible under the current code
- Ground Floor residential along MacArthur, to allow for gradual transition from residential to commercial uses
- Will vet standards with development community

Plan Policy Direction: Context-Sensitivity

Character Zone/Sub-district approach:

- Tiered approach to redevelopment
- Creates unique character attributes
- Considers how development relates to the context of adjacent uses
- Addresses massing, scale, and uses



Plan Policy Direction: Context-Sensitivity

- **District Gateways** serve as entries to the District and include elements that define it. Buildings help frame the intersections, public art and signage provide wayfinding, and the scale and context of adjacent uses are acknowledged and respected.
- **The Activity Center** is the “heart” of the District with the most diversity of uses, highest density of buildings, highest quality of construction materials, and amenities.
- **The Residential Neighborhood** includes lower-scale townhomes, family housing, quiet, tree-lined streets, and parks, with views toward Park Hill Cemetery’s open spaces and informal walking paths.
- **The Innovation Hub** incorporates eclectic uses, such as health-supportive services, office employment, and live/work uses, at a comfortable scale adjacent to the proposed MacArthur Boulevard greenbelt.

Plan Policy Direction: Context-Sensitivity

Urban Design Considerations

- Follow best practices of urban design, such as varying building heights to optimize view sheds and providing pedestrian-scale design at the street level.
- Encourage attractive, appealing and diverse architecture that complement existing neighborhood character while also defining the desired future identity of the District.

Existing Regulations: Building Heights

Current maximum building heights for existing zoning

Zoning District	Maximum Building Height
Community Commercial (CC)	Up to 50 ft
R-9	Up to 35 ft

HX Zone: Proposed Building Heights

Building height maximums by character zone/sub-district

Character Zone	Current Zoning	Proposed Maximum Building Height
Activity Center	50 feet	Up to 6 stories/72 ft
Residential Neighborhood	N/A	Up to 5 stories/62 ft
Innovation Hub	50 feet	Up to 4 stories/50 ft not fronting MacArthur Blvd Up to 3 stories/40 ft for properties fronting MacArthur Blvd
District Gateway	35 – 50 feet	Up to 4 stories/50 ft for properties not abutting residentially-zoned properties Up to 3 stories/40 ft for properties abutting residentially-zoned properties or fronting MacArthur Blvd Up to 2 stories/34 ft for properties fronting Idaho St

HX Zone: Proposed Building Heights

Feedback
Requested



HX Zone: Proposed Step-back Standards

Building Step-back: design element that is typically applied to the upper-story of a development, and typically requires that any portion of a building above a certain height is further pushed-in towards the center of the property.

HX Proposed Step-back depth standards:

- In areas abutting residentially zoned property outside the Redevelopment Area and the Innovation HUB, building heights reduced to 3 stories/40 ft when fronting MacArthur
- 60 ft step-back depth required to add height per also to be applied in other areas abutting residentially-zoned property outside the Redevelopment Area
- In District Gateway, building heights reduced to 2 stories/34 ft approximately 140 feet from Idaho St.
- Feedback requested

HX Zone: Proposed Enhanced Landscaping

Enhanced landscaping above the code required minimum when abutting residentially-zoned properties

- Large evergreen and deciduous trees planted 30 feet on center
- Include at least 3 additional tiers of vegetation: medium trees, small trees, shrubs and groundcovers to create a 6-ft high screen 95% opaque year-round within 3 years
- Specific tree and shrub species identified for enhanced landscaping from the City Forester approved District-wide palette
- Feedback requested

HX Zone Rendering: Devine Looking North



HX Zone Rendering: MacArthur & Mill Plain



HX Zone Rendering: Devine & Mill Plain



HX Zone Rendering: N. Idaho & Devine



HX Zone Rendering: MacArthur & Devine



HX Zone: Context Sensitive Design, Feedback

Feedback Requested:

- Building height standards
- Step-back standards
- Landscaping standards



Adopted Plan Policy: Parking

- **Policy L-6:** Incentivize shared parking strategies that right-size the total number of stalls in The District.
- **Policy L-9:** Require transportation demand management for individual developments through zoning in order to promote a range of transportation options, reduce the need for parking through parking efficiency practices, and provide for adequate availability of bike parking, car share and other mobility options.

Adopted Plan Policy: Parking

- **Transportation Demand Management Program (TDM) Implementation Strategy:** Develop a TDM program to manage parking demand and congestion, and reduce driver trips to and from the District. The program should include strategies to improve infrastructure for transit, walking, bicycling, and ridesharing; implement efficient parking management practices; leverage partnerships; and provide reward programs for modal choices.

Adopted Plan Policy: Parking

- **Policy L-13:** Implement a tiered parking strategy that utilizes the sub-districts framework and requires higher minimum parking ratios for areas that directly abut existing single family development, and allows for reduced minimum parking ratios in areas that do not abut single-family development when combined with enhanced transportation demand management strategies.
 - Parking Strategy also provides direction to implement a tiered parking approach consistent with the above policy to ensure compatibility with existing single-family neighborhoods located on the periphery of the Redevelopment Area.

Existing Regulations: Parking Requirements

Current off-street minimum parking requirements for residential uses

Residential Use	Minimum Off-Street Parking Requirements
Single-family	1/1
Multi-family	1.5/1

HX Zone: Proposed Parking Requirements

Minimum off-street parking requirements for residential uses by character zone/sub-district

Character Zone	Proposed Minimum Off-Street Parking Requirements	Proposed Parking Reductions with TDM
Activity Center	1/1	.75/1
Residential Neighborhood	1/1	.75/1
Innovation Hub	1.25/1	1/1
District Gateway	1.25/1	1:1 for properties not abutting residentially-zoned properties No reductions for properties abutting residentially-zoned properties

HX Zone Proposed Parking Requirements

Feedback
Requested



Existing Regulations: Parking Requirements

Current minimum off-street parking requirements for non-residential uses

Land Uses				
Hotel	Senior Living	Office	Commercial	
1/lodging unit	1/resident	General: 1/400 sf Medical: 1/200 sf	General Retail	1/300 sf
			Eating/drinking establishments	1/250 sf
			Community Centers/ Recreation	Per approved traffic study

HX Zone: Proposed Parking Requirements

Minimum off-street parking requirements for non-residential uses

HX Zone	Land Uses			
	Hotel	Senior Living	Office	Commercial
Proposed Minimum Parking Requirements	1/lodging unit	1/2 living units	1/1,000 sf	No minimum requirement for ground floor commercial uses (retail, restaurant, community facilities, etc.), utilize on-street system

- Feedback Requested

HX Zone: Transportation Demand Management

Provide a menu of Transportation Demand Management (TDM) strategies that can be utilized by individual developments to achieve minimum parking requirement reductions where applicable. Strategies could include:

- Car share and bike share on-site
- Subsidized car share/bike share memberships
- Subsidized transit passes
- Transportation Management Plan (TMP) for individual developments, including shared parking strategies that include active management
- Decouple cost of parking from rent/mortgage or provide a parking cash out or other financial incentive

Other Plan Policy Direction

- **Policy L-14:** Pursue strategies for ensuring an adequate supply of event overflow parking, including agreements with the school district for use of their surface parking lots for events when not utilized for school-related activities.
 - Parking Strategy also provides direction consistent with the above policy.
- **Policy C-14:** Identify opportunities for adding additional on-street parking along MacArthur Blvd and other arterials where possible to ensure adequate parking for events and visitors.

Existing Regulations: Allowed Uses

Community Commercial (CC) allows a wide variety of uses, including:

- Limited types of residential
- Lodging (limited)
- Office
- General retail, including less-restrictive uses such as bulk sales, big-box retail, etc.
- Motor vehicle repair, sales/rental, and gas stations
- Self-storage



HX Zone: Proposed Allowed Uses

- Prohibited uses within the HX zone:
 - Surface parking; bulk sales; outdoor sales; motor vehicle sales/rental, servicing/repair, and gas stations; self-storage; industrial uses (i.e. services, manufacturing/production, wholesale sales, etc.); animal kennel/shelters; recreational marijuana retail
- Restrict commercial and residential uses on the ground floor for individual sub-districts:
 - Activity Center: Ensure ground floor activation by narrowing allowed uses and providing additional guidance on appropriate ground floor office uses
 - Innovation Hub: Find the right mix of residential uses on the ground floor
 - Residential Neighborhood: Allow ground floor office along Devine but limit to a maximum
- Feedback requested

Continuing Analysis to Respond to Feedback

In response to recent feedback from the Planning Commission and stakeholders, we are continuing to look at the following:

- Should we allow for taller buildings in core than current draft standards will allow to allow for reduced building heights when abutting single family residential?
- Should we look at increases to parking ratios when abutting single family residential?
- Feedback requested

Next Steps

- Continue refining HX zone draft standards based on Council, PC and stakeholder feedback
- Extension of Tower Mall development moratorium
- Additional workshops with the Planning Commission anticipated spring 2021
 - Draft Design Guidelines
 - Draft Heights Plan District Code Language
 - Draft Planned Action Ordinance
- Ongoing public outreach and engagement
- Future Council workshops and adoption hearings in late spring/early summer

Questions and Discussion

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Rebecca Kennedy, Long Range Planning Manager

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Greg Turner, Land Use Manager

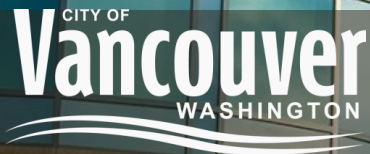
Greg.Turner@cityofvancouver.us



www.cityofvancouver.us/TheHeights

The background of the slide features a photograph of Vancouver City Hall, a modern building with a curved glass facade and brick accents. The words "Vancouver CITY HALL" are visible on the building's exterior. In the foreground, there is a large, vibrant basket of pink and purple flowers, likely petunias, which are slightly out of focus compared to the building.

Vancouver City Council Vancouver Transportation Benefit District Board of Directors Joint Workshop – TBD Biennial Budgeting



February 8, 2021
Chris Malone, PW Finance and Asset Manager

Purpose of Workshop

- Inform Council and Transportation Benefit District (TBD) board about proposed change to TBD bylaws.
- Share proposed 2022 TBD workplan and budget.
- Gather feedback in preparation of TBD Board of Directors meeting scheduled for March 1st, 2021.

Agenda

- Proposed TBD bylaw changes
- 2022 Transportation Benefit District (TBD) Work Plan
- Next Steps
- Questions and Discussion



Proposed Change to TBD Bylaws

Section 5.3 Fiscal Year. The Fiscal Year of the Vancouver TBD shall begin January 1 and end December 31 of each year, except the first fiscal year which shall run from the date the Bylaws were adopted to December 31, 2015. The Budget to be adopted shall be a two-year biennial budget consistent with the budgeting process for the City of Vancouver.



2021 Vancouver TBD Adopted Workplan

Project Name	* TIP ID	Vancouver TBD Funds	Other Funding	Total Estimated Project Cost
Traffic Signal and Lighting Sustainability	Trans 237	\$200,000	\$215,000	\$415,000
Pavement Preservation Program	Trans 241	\$600,000	\$11,700,000	\$12,300,000
Pavement Reconstruction Program	Trans 421	\$1,000,000	\$0.0	\$1,000,000
Multimodal Safety and Accessibility	Trans 844	\$1,000,000	**	\$1,000,000
Neighborhood Traffic Management Program	Trans 240	\$130,000	\$170,000	\$300,000
Total		\$2,930,000	\$12,085,000	\$15,015,000

* Project ID numbers from the 2021-2026 Transportation Improvement Program (TIP) adopted 06/15/2020

** Multimodal improvements also being implemented by capital projects and paving projects

2022 Vancouver TBD Recommended Workplan

Project Name	* TIP ID	Vancouver TBD Funds	Other Funding	Total Estimated Project Cost
Traffic Signal and Lighting Sustainability	Trans 237	\$200,000	\$215,000	\$415,000
Pavement Preservation Program	Trans 241	\$600,000	\$11,840,000	\$12,440,000
Pavement Reconstruction Program	Trans 421	\$1,000,000	\$0.0	\$1,000,000
Multimodal Safety and Accessibility	Trans 844	\$1,000,000	**	\$1,000,000
Neighborhood Traffic Management Program	Trans 240	\$130,000	\$170,000	\$300,000
SE 1 st St. – SE 177 th Ave. to SE 192 nd Ave.	Trans 870	\$3,200,000	\$6,800,000	\$10,000,000
Total		\$6,130,000	\$19,025,000	\$25,155,000

* Project ID numbers from the 2021-2026 Transportation Improvement Program (TIP) adopted 06/15/2020

** Multimodal improvements also being implemented by capital projects and paving projects

2021 & 2022 Vancouver TBD Recommended Budget

	<u>2021</u>	<u>2022</u>
Estimated Beginning Fund Balance	\$8,400,000	\$10,485,000
Estimated Revenues		
TBD Vehicle License Fees Revenue	\$5,000,000	\$5,000,000
Investment Interest Revenue	\$15,000	\$15,000
Total Estimated Available	\$13,415,000	\$15,500,000

Total Estimated Expenditures	\$2,930,000	\$6,130,000
Estimated Ending Fund Balance	\$10,485,000	\$9,370,000

Future TBD Large Arterial Project Contributions

Project Name	* TIP ID	2022	2023	2024
1 st Street (177 th to 192 nd)	Trans 870	\$3,200,000	\$0.00	\$0.00
137 th Avenue (49 th to 4 th Plain)	Trans 275	\$0.00	\$5,000,000	\$0.00
Jefferson Street Realignment	Trans 531	\$0.00	\$0.0	\$4,000,000

* Project ID numbers from the 2021-2026 Transportation Improvement Program (TIP) adopted 06/15/2020

Next Steps

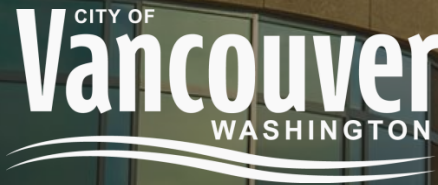
- **March 1, 2021 – TBD Board of Directors Meeting**
 - Consider change to bylaws (biennial budgeting)
 - Consider adopting budget for 2022
 - Consider TBD Annual Report for 2020
 - Set 2021 Meeting Schedule
- **Late 2021/Early 2022 - Review long-term options for TBD revenue stability**



Questions and Discussion

Chris Malone, PW Finance and Asset Manager

www.cityofvancouver.us/tbd





Staff Report 023-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/8/2021

SUBJECT Collective Bargaining Agreement with the Joint Labor Coalition (JLC) consisting of Teamsters, Local #58, IAM District Lodge #W24, Plumbers & Steamfitters and Local #290

Key Points

- One-year agreement (January 1, 2021 to December 31, 2021).
- Rates of pay for 2021 will be adjusted by 2% for all classifications.
- 2021 increases will be retroactive to January 1, 2021.
- Maintains the City health care contribution of up to 5% of any increasing premium costs for the life of the contract.

Strategic Plan Alignment

N/A

Present Situation

The labor agreement between the City and the JLC bargaining unit expired on December 31, 2020. The parties were able to work through a collaborative process and consensual decision making on many of the provisions for a new one-year agreement. Due to the economic uncertainty experienced in 2020 as a result of the pandemic, parties entered into a one-year agreement. Parties will return to the negotiation table by summer in hopes the market and economic conditions have improved to where parties can reasonably reach a multi-year agreement. The labor agreement is being brought to Council for approval.

Advantage(s)

If ratified, the City and bargaining unit will have a collective bargaining agreement and will be operating under an agreement that meets the business needs of both parties.

Disadvantage(s)

There are no known disadvantages to ratifying.

Budget Impact

Funding for the wage adjustments resulting from ratification of the January 1, 2021, to December 31, 2021, collective bargaining agreement with the JLC is available in the adopted 2021-2022 budget and is reflected in the six (6) year financial forecast.

Prior Council Review

None

Action Requested

Authorize the City Manager or his designee to ratify the January 1, 2021, to December 31, 2021, Collective Bargaining Agreement with the JLC, by executing the same.

Lisa Takach, Human Resources Director, 360-487-8611

ATTACHMENTS:

- ▢ JLC 2021 Collective Bargaining Agreement - Red Line
- ▢ JLC 2021 Collective Bargaining Agreement

Agreement
by and between
City of Vancouver
and
Joint Labor Coalition

Teamsters, Local #58
IAM, District Lodge #W24
Plumbers & Steamfitters, Local #290

January 1, ~~2019~~ 2021 – December 31, ~~2020~~ 2021

Joint Labor Coalition Contract Table of Contents

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Joint Labor Coalition Master Agreement

This agreement is between the City of Vancouver, a municipal corporation of the State of Washington and hereinafter referred to as the Employer, and the Joint Labor Coalition, comprised of those local Unions and associations affiliated with national Unions and associations described herein and hereinafter referred to as the Coalition or the Union for purposes of setting forth the mutual understanding of the parties regarding wages, hours, and conditions of employment of those employees for whom the Employer has recognized the Coalition as the exclusive collective bargaining representative.

1. Recognition and Bargaining Unit

- 1.1 The Employer hereby recognizes the Unions listed below as the exclusive bargaining representative for the purposes stated in Ch. 41.56 RCW of all regular full-time and regular half-time employees employed within the bargaining unit of this agreement and as certified by the State of Washington Public Employment Relations Commission (PERC), but shall exclude all supervisory, professional, temporary, seasonal and part-time workers or employees.
 - 1.1.1 All employees of the Grounds Maintenance Division of the Operations Center of the Public Works Department, as indicated on Appendix A to the master agreement, represented by Local #58, International Brotherhood of Teamsters, hereinafter referred to as the Union.
 - 1.1.2 All employees of the Equipment Services Division of the Public Works Department, including the Vancouver Fire Shop Personnel, as indicated on Appendix A to the master agreement, represented by District Lodge, #W24, International Association of Machinists, hereinafter referred to as the Union.
 - 1.1.3 All employees of Development Review Division (DRD) as indicated on Appendix A to the master agreement, represented by the Plumbers and Steamfitters, Local #290, hereinafter referred to as the Union.
 - 1.1.4 Seniority – At the date of ratification of the contract by all signatories to this Agreement, City seniority and bargaining unit seniority are of equal value, except for purposes of layoff and bumping as provided for in Article 26.
 - 1.1.5 The classifications of employees covered by this agreement are set forth in Appendix A which is attached hereto and made a part of this agreement. When classification on Union inclusion cannot be agreed upon by the Employer and the Union, either party may petition PERC to review the position in question and render a written opinion of its findings that shall be binding on the Employer and the Union.
 - 1.1.6 In instances where contract language is in conflict with addenda, the addenda takes precedence over the Master Agreement.

2. Nondiscrimination

- 2.1 The Employer and the Union agree that they will not discriminate unfairly against any employee by reason of race, creed, age, color, sex, national origin, religious belief, marital status, mental or physical disability, sexual orientation, active military duty or employees who have been honorably discharged, or any other criteria established by state or federal statutes, rules or regulations.
- 2.2 Whenever words denoting the masculine gender are used in this agreement, they are intended to apply equally to either gender.
- 2.3 There shall be no discrimination or harassment exercised against any employee covered by this agreement because of his or her membership or Union activities.

3. Rights of Management

- 3.1 The management of the municipal corporation, including but not limited to, the organization, scheduling, staffing, and direction of the workforce, is vested exclusively in the Employer, subject to the terms of this agreement. Examples of management rights include, but are not limited to:
 - 3.1.1 To take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the organization;
 - 3.1.2 To determine the number of employees to be employed;
 - 3.1.3 To hire employees, determine their qualifications and assign and direct their work;
 - 3.1.4 To evaluate employees' performance;
 - 3.1.5 To set the standards of productivity, and the services to be provided;
 - 3.1.6 To control and regulate the use of facilities, equipment, and other property of the Employer;
 - 3.1.7 To determine the number, location and operation of departments, divisions, and all other units of the Employer;
 - 3.1.8 Determine the methods, processes and means of providing municipal services;
 - 3.1.9 Appoint and/or lateral transfer the assignment of employees to specific jobs within their job classification or title.
- 3.2 The Employer has the right to introduce any and all new, improved and automated methods or equipment to improve efficiency and to reduce costs and assign employees within the bargaining

unit in accordance with such improvements and cost reduction methods. All matters not specifically and expressly covered or treated by the language of this agreement may be administered for its duration by the Employer in accordance with such policies or procedures as the Employer, from time to time, may determine. This article recognizes an employee's right to use the grievance procedures set forth in Article 21 below.

4. Union Security

4.1 The terms and conditions of this agreement in regard to Union security are as follows:

- 4.1.1 The parties agree that the terms of this Agreement shall apply equally to all employees, as defined in Article 1.1 of this Agreement, and within the bargaining unit. Any bargaining unit employee may authorize the Employer to deduct from his/her pay the amount of Union membership dues charged by the Union for representation and services provided by the Union. This signed authorization must be in writing and forwarded to the Human Resources Department.
- 4.1.2 Any bargaining unit employee, as defined in Article 1.1 of this Agreement, who does not want to become a member of the Union, has the option to pay fees in an amount equal to Union dues charged by the Union for representation and services provided by the Union. This signed authorization must be in writing and forwarded to the Human Resources Department.
- 4.1.3 Those employees of the Employer as defined in 1.1 to this agreement, who do not elect to become a member of the Union and pay Union dues; or who do not pay fees to the Union; and who require services beyond bargaining the Agreement; may be charged fees for such services in an amount determined by the Union.
- 4.1.4 The Union agrees to provide the Employer with Union dues deduction assignment forms for each employee who desires to pay his/her Union dues and initiation fees by payroll deduction. The Employer will deduct such dues from the wages of the employees and forward them to the Union each month.
- 4.1.5 In the event an employee covered by the bargaining unit notifies the Employer that he or she no longer elects to have dues or fees deducted from their pay, the Employer shall notify the Union of the notification within five (5) working days.
- 4.1.6 Listing of New and Terminated Employees: The Employer agrees to notify the Union of new hires within the first thirty (30) days of employment:
 - a. By the 10th of the following month, a listing of bargaining unit employees hired, promoted or terminated during the previous month. Such listing shall contain the names of the employees, along with their job classification, and department.

- b. Twice each year, and upon request by a Coalition union, the Employer shall provide, within 14 calendar days of the request, a list of bargaining unit members, their department/section, classification, base pay, fulltime/part-time status and city seniority date. If specifically requested, the Employer will also provide the classification seniority for employees in the bargaining unit classifications requested. The process for calculating classification seniority is manual, and if such a request is made, the Employer will work with the union(s) to provide the information within a timeframe that is acceptable to both parties.
- c. Twice each year and upon request by the union, the employer shall provide, within 14 calendar days of the request, a listing of all non-represented employees, their classification and department.

4.1.7 The Union shall defend, indemnify and hold harmless the City and its officials, representatives and agents against any and all claims, suits orders, judgments, or liability arising from this Article.-

5. Union Representatives and Union Activity

- 5.1 The Union shall inform the Employer in writing of the names of its officers, business representatives and stewards who are accredited to represent the Union, which information shall be kept up-to-date at all times. Only persons so designated will be accepted by the Employer as representatives of the Union.
- 5.2 Union representatives may, after receiving permission from the supervisor, visit the work location of employees covered by this agreement, for the purpose of administering provisions of the agreement related to grievance processing, disciplinary action and posting of Union notices on City provided bulletin boards.
- 5.3 Solicitation of Union membership or collection or checking of dues will not be conducted during working hours, other than as follows:
 - 1. Union representatives are allowed access to new employees at an agreed upon time by the City and Union, for purposes of informing the employee about the exclusive bargaining representative within the first ninety (90) days of the employee's start date; and
 - 2. Union representatives shall have access to new employees once for new employee orientation for no more than 30 minutes; and
 - 3. Access shall occur during the employee's regular working hours at the employee's regular worksite, unless otherwise agreed.

The Employer agrees not to discriminate against any member of the Union for his or her activity in behalf of or membership in the Union, provided such activity is not carried on during working hours, except as expressly provided in this agreement.

- 5.4 Employee officers of the Union or stewards shall be allowed reasonable time away from their work assignment for the purposes of meetings with the City for collective bargaining, grievances or disciplinary hearings or such other legitimate activities as are mutually agreed upon between

the Union and the City. City employees participating in such meetings or activities will be allowed to do so without loss of pay if scheduled during said employee's regularly scheduled work time. If meetings or activities go beyond the regularly scheduled work time, then the employees shall be on their own time not paid by the City. For the purposes of attendance at the bargaining table, including individual union addendum bargaining sessions, not more than two (2) on duty employees per Union will be present. The Plumbers and Steamfitters, Local 290 agree that they will have one (1) paid City employee at the bargaining table.

5.4.1 Employee Union representatives shall request permission from their immediate manager for time away from their work assignment. Such request shall be granted provided the time does not unreasonably detract from their work performance and is in compliance with the above requirements as to the nature of the activity. Time away from their work assignment to act in the role of Union representative shall be coded on their timesheet accordingly.

5.4.2 Employee Union representatives and affected employees shall be allowed time away from their work assignment for meetings with the City. A reasonable amount of prep and debrief time necessary for these meetings shall be allowed.

5.5 City work hours shall not be used by employees or the business representatives for the conduct of Union business or the promotion of Union affairs other than stated above.

5.6 The City shall provide bulletin board space for Union notices in a conspicuous location where workers frequent regularly in each work area.

5.7 Use of City telephones or computers related to Union business

a. City telephones or computers is allowed subject to the following:

1. When such use is de minimis and incidental, such as arranging a meeting with a Union Representative.
2. For the purpose of conducting an investigation of a grievance, such as individual inquiries to co-workers.
3. For the purpose of interacting with the City's representatives concerning Union-City business, such as setting dates for City-Union meetings, making inquiries regarding grievances, etc.

b. The uses cited in "5.7 (a) may continue only if they incur no additional cost to the City. The content of any and all communications using the City computer system is not privileged and may be subject to City review.

6. Strikes, Work Stoppages and Work Slowdowns

6.1 The Employer and the Union's signatory to this agreement agree that the public interest requires the efficient and uninterrupted performance of all city services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this

agreement, the Union and/or the employees covered by this agreement shall not cause or engage in any work stoppage, strikes, slowdown or other interference with Employer functions, nor shall the city institute a lockout.

- 6.2 In the event that a strike, boycott, slowdown, mass sick call, work stoppage or other interruption of work occurs during the life of this agreement, the Employer shall notify the Union of the existence of such activity and request information from the Union as to whether or not the activity has been authorized. The Union, after immediately responding to the Employer's request, will then proceed to make every reasonable effort to terminate the work interruption activity and induce the employees concerned to return to work so that service to the citizens of the City of Vancouver will not be affected. Employees shall not earn any benefits or wages whatsoever while they are engaged in such actions. In addition, employees who engage in or encourage such actions shall be subject to discipline up to and including discharge.

7. Identification of Jobs

- 7.1 Job classifications shall be defined by the current class specification for each of the job class titles listed in Appendix A of this agreement.
- 7.2 The Employer shall have the sole responsibility for making work assignments. In the event of conflicting assignments from management representatives, the employee shall have the right to seek clarification from the directing management representative. The employee shall not be disciplined for following management directives.
- 7.3 When there is a change in the job duties assigned to an employee such that the employee is required to possess substantially different qualifications or is assigned a substantially different level of responsibility, the Employer shall conduct the classification review for the purpose of determining the appropriate job classification for the revised job. If reasonable and practical, the Employer will assign the positions to an existing class which better describes the duties assigned to the job. If there is no appropriate existing job classification, the Employer shall establish a new job classification. If the incumbent in the position is qualified for the revised job classification, he/she shall be placed in the new classification at the nearest step providing an increase. An incumbent who is not qualified for the new classification shall maintain his or her current range and continue to receive any step increases that are due.
- 7.4 The salary range for the new classification shall be established following Employer procedures so that the salary of the new class is competitive. The salary range shall be submitted to the Union for review. Within thirty (30) calendar days of receipt of such City notice, the Union shall notify the City of its agreement or disagreement with the City's provisional salary range for the new classification. If the Union disagrees with the salary range, it may request that the Employer shall negotiate with the Union with regard to establishment of an equitable salary range for the new job class. In the event the City and Union are unable to agree upon an equitable salary and mediation does not result in a resolution, the question may be submitted to an arbitrator under the procedures set forth in 21.3 of this agreement. The City shall have the right to employ persons at its provisional salary range during the term of negotiations, subject to full retroactive payment to all affected employees upon the conclusion of negotiations or arbitration.

- 7.5 If a new classification is established by the City, a notification consisting of the job specification will be provided in writing to the Union coalition.
- 7.6 During the life of this agreement, should the City perform a market study on wages, if any classification is above 105% or fall below 90% of the market rate, the parties agree to meet and confer on those classifications.

The City of Vancouver agrees to conduct a market study in 2020 of all positions in the Joint Labor Coalition and will provide employees the opportunity to participate in the update of their job description.

8. Posting of Jobs

- 8.1 It is the desire and intent of the Employer to fill job vacancies from qualified applicants within the city before hiring new employees, providing the employees who apply have the required qualifications for the particular job.
- 8.2 Vacant positions will be filled from employment lists established by Human Resources except when an alternate procedure is allowed by employment policies in the case of entry level positions and flexibly staffed positions.

A flexibly staffed position is one which may be filled at the entry (I) level by an employee who may be promoted to the full working (II) level on the basis of successful performance at the entry level.

Placement on an employee list will be on the basis of examination of candidates' qualifications. Employees shall be allowed paid time off from their work schedule to participate in interviews for in-house positions. When candidates are to be examined for placement on an employment list, the City will post a notice of the examination and accept applications for seven (7) regularly scheduled working days and shall be posted in each reporting duty station subject to this Agreement where employee access to Employer provided computer systems and its internet network is not made available.

The employment list may be effective up to six months. Employees may decline consideration for appointment to a vacant position and remain on the employment list in the same rank or position.

- 8.3 Vacant positions may be posted on a simultaneous or internal/external basis, based on the following guidelines:
- 8.3.1 All applications will be collected directly by the Human Resources Department.
- 8.3.2 The Employer shall first view internal applications.

8.3.3 If the Employer determines that no internal candidates meet the qualifications or staffing need as stated on the job announcement, the Employer may consider the external applicants in its recruitment process.

9. Probation

9.1 A newly hired or rehired employee is subject to a six (6) month probationary period. The probationary period for new employees may be extended, with notification to the Union, to a maximum of six (6) additional months. The Employer may discipline or discharge any newly hired or rehired employee at any time during the probationary period, with or without cause, and such discipline or discharge shall not be subject to appeal.

9.2 Promotions and voluntary demotions are subject to a six (6) month probationary period. The probationary period for a promotion and voluntary demotion may be extended, with notification to the Union, to a maximum of six (6) additional months.

In the event an employee does not successfully complete a promotion/voluntary demotion probationary period, the employee will be assigned to the employee's original position (if available or vacant) or to another vacant position for which he/she is qualified in the same class as, and at the same salary level as, the employee's original position. If the original position is not available, and no other vacant position is available meeting the applicable criteria in this Article, the employee will be placed on a reinstatement list for their original position or classification for a maximum of thirty six (36) months. Nothing in this section shall restrict the rights of the Employer under Article 22.

9.3 An employee who is transferred into a job within the same classification or accepts a lateral transfer into a different classification may serve a six (6) month probationary period as set forth in this section, if the job is significantly different than their previous job. In the event an employee does not successfully complete a transfer probationary period, the employee will be assigned to the employee's original position (if vacant) or to another vacant position for which he/she is qualified in the same class as, and at the same salary level as, the employee's original position. If the original position or another available vacant position for which the employee is qualified is not available, he/she will be placed on a reinstatement list for their original position or same classification for a maximum of thirty six (36) months. Nothing in this section shall restrict the rights of the Employer under Article 22.

9.4 Nothing in this Article shall restrict an employee's entitlement to applicable provisions impacting wages and benefits.

10. Work Week, Hours of Work, Shifts

10.1 The work week is defined as the period between 12:01 a.m., Sunday through 12:00 midnight the following Saturday, unless otherwise determined for specific employees.

10.2 Work Schedule

The normal assigned work schedule shall be five (5) consecutive days of eight (8) consecutive hours, excluding lunch periods, followed by two (2) days of rest; not to exceed forty (40) hours of work in the work week. It is understood that the five (5) consecutive days does not imply a Monday through Friday schedule. Other work schedules may be determined by mutual agreement of the Union and the Employer.

10.3 Work Shift

Short term, temporary shift reassignments may be made when the Employer determines that an emergency exists. Under those circumstances, the Employer shall give the employee a minimum of four (4) hours' notice prior to the start of the new shift. If such notice is less than four (4) hours, the Employer shall pay the employee according to call-back pay provisions of 11.4 of this agreement.

10.3.1 An emergency is defined as a natural event or unexpected circumstance which necessitates the Employer to change schedules on short notice to address essential operational or service needs on an immediate basis.

10.3.2 Normal shift starting times shall begin within the following time frames:

First shift - 7:00 p.m. to 4:59 a.m. (graveyard)

Second shift - 5:00 a.m. to 11:59 a.m. (day shift)

Third shift - 12:00 noon to 6:59 p.m. (swing shift)

Regular assignments to openings on shifts will be made based on seniority when the employee meets the qualifications of the new shift and the Employer's work needs. A regular assignment is one with no end date or one which is expected to last over thirty days. If the most senior employees decline then a less senior employee may be assigned.

10.4 Rest Periods

Each employee shall be given a 20 minute paid rest period in the first half of the working shift and a 20 minute paid rest period in the second half of the working shift, and an unpaid lunch period during the shift. Such periods begin when the employee leaves the work site and ends upon his/her return to the work site.

11. Rates of Pay

11.1 Wages

Wages will be set as outlined in Appendix "A".

Effective January 1, 2021

Salary schedule will be adjusted by two percent (2.0%)

Salary adjustments shall be calculated from step 1 of range 1.

11.1.1 Payroll Periods

The pay periods and pay dates will be as follows:

Pay Period	Pay Date
1 st through 15 th	25 th
16 th through end of month	10 th

Employees will be paid a monthly salary which shall be split equally between the two (2) pay periods. Timesheets submitted in error will be corrected on the following pay check.

11.2 Salary Step Plan

Employees will move through the defined salary steps on an annual basis, based on adjusted salary review date. For example, if an employee is hired between the first (1st) and the fifteenth (15th) of the month the pay adjustment would be on the first (1st) day of the current month. If an employee is hired between the sixteenth (16th) and the end of the month, the adjustment would be on the first (1st) day of the following month.

11.2.1 Promoted Employees

At the time of promotion, employees will move to the step in the range of the new class which results in an increase of at least 5%. Upon successful completion of a promotional probationary period, the employee's salary shall then be increased to the next step of the new range on the adjusted salary review date and annually thereafter up to the top of the range. In no event shall a promoted employee's salary be less than the starting pay of the salary range for the new class, nor in excess of the highest step of the regular salary range for the new class.

11.2.2 Demoted Employees

Employees who voluntarily demote (defined as voluntarily applying for and accepting a position in a lower pay range) will be placed in the appropriate pay range for the new classification that results in the least amount of pay reduction, but not above the top of the new range. If an employee is not at the top step, their next step date will be one-year from the demotion date.

11.2.3 Laterally Transferred Employees

Employees who voluntarily take a lateral transfer (defined as voluntarily applying for and accepting a position in the same pay range) will remain at their same step. If an employee is not at the top step, they will retain their next step date.

11.2.4 Flexibly Staffed Positions

Flexibly staffed positions are classifications that allow the City to hire individuals who lack one of the required qualifications (such as CDL) at a lower level, and then give them the time to obtain the needed requirement. Upon attainment of the needed requirement, the individual's position is moved to the higher classification. An example is the Grounds Maintenance Specialist I/II classification. At the time the position is moved to the higher classification, the employee will move to the step in the range of the higher classification which results in an increase of at least 5%. The employee's next eligibility for a step increase is one year from that date and annually thereafter up to the top of the new range.

- 11.3 The hourly rate of the employee will be his/her monthly base rate multiplied by twelve (12) months and divided by 2,080 hours. This rate multiplied by eight (8) hours (or ten (10) hours, if applicable) will be the daily base rate; multiplied by forty (40) hours will be the weekly base rate; and multiplied by 173.3 hours will be the monthly base rate. For purposes of overtime calculations only, the employee's hourly base rate shall be calculated using all compensation required by FLSA.

11.4 *Callback Pay*

Employees who have completed their regular shift, are on the way home, or at home, and are required to work other than a continuation of their shift, shall be paid at double their base rate of pay for hours worked. Any call-back pay shall be for a minimum of two (2) hours, during which time the Employer may provide and require work of the employee called back.

11.4.1 Overtime and Callback Time

All scheduled overtime and/or call back time shall be offered on a seniority basis by Department, starting with the most senior qualified person. At the Operations Center, when this departmental seniority list is exhausted, the Master Operations Center Seniority list will then be used. The most senior employees have the option as to placement on the call out list. Seniority is defined as length of employment with the city. In work groups who have an employee receiving standby pay per Article 11.4.3, the initial call will go to the employee carrying the pager or cell phone who will be responsible for the call. Call back pay shall be paid in accordance with Article 11.4 and overtime shall be paid in accordance with Article 11.5.1. Unanticipated and unscheduled overtime which extends beyond the end of a shift for the crew working on a specific project will be offered first to the appropriate and qualified Union member(s) at the site working on the project at the end of the shift.

Temporary or seasonal workers will not be allowed to work scheduled overtime until regular full or half-time employees within that work unit have had the opportunity to work the overtime. The Employer will make a good faith effort to notify regular employees of overtime opportunities before such work is offered to temporary workers. This will not preclude temporary or seasonal workers from working overtime which extends beyond the end of their shift or emergency situations.

11.4.2 Telephone Calls at Home After Hours

Employees who are required by the Employer to answer work-related questions by telephone when they are not at work shall be paid for time actually spent on the telephone at the rate of one-and-one-half (1 ½) their normal base rate calculated to the nearest quarter hour, with a quarter-hour minimum. Special pay premiums, such as holiday pay, do not apply to time paid under this article.

11.4.3 Stand by Pay

If the Employer requires an employee to carry a pager or cell phone in order to respond to off duty call-outs, the employee carrying the pager or cell phone while off duty shall be compensated at a flat rate of \$150.00 per week or \$21.43 per day. The employee on standby must be fit for duty and able to reach the assigned duty station in forty (40) minutes. This does not apply to the Operations' Technical Rescue Team which is covered by an existing Memorandum of Understanding.

11.5 Overtime Compensation

The Employer will attempt to meet its overtime requirements on a voluntary basis among the employees and in the event there are insufficient volunteers to meet the requirements, the Employer may require the necessary employees to work starting with the least senior qualified employee.

11.5.1 Overtime compensation will start anytime an employee is required to work beyond the end of his/her shift (typically eight (8) hours or ten (10) hours per shift) and will be compensated to the nearest quarter hour, at the rate of time and one-half (1 ½) for the first eight (8) hours of overtime and thereafter at double time. Employees shall have the option to flex their schedule within their defined work week, without incurring overtime, as long as it is mutually agreed upon in advance.

11.5.2 Any employee required to work on his/her first day of rest, or his/her first and second day of rest in the case of employees who have three (3) consecutive days of rest, shall be compensated at his/her base rate plus one-half of his/her base rate or time and one-half (1½).

11.5.3 Any employee required to work on his/her second day of rest, or his/her third day of rest in the case of employees who have three (3) consecutive days of rest, shall be compensated at his/her base rate plus his/her base rate (double time) for the first eight (8) hours of work, and for any hours worked over eight (8) shall be compensated at her/her base rate plus time and one-half (2 ½ times). If the employee voluntarily chooses to work on these days of rest, the employee shall be compensated as outlined in 11.5.2, above.

11.5.4 All overtime compensation shall be paid in compliance with the requirements of the Federal FLSA and applicable Washington State laws.

11.5.5 Compensatory Time

Employees may accrue compensatory time off in lieu of overtime compensation.

11.5.5.1 The decision to grant comp time as an alternative to paid overtime shall be at the Employer's discretion.

11.5.5.2 Compensatory time off shall be accumulated at the same rate as overtime compensation would have otherwise been paid (i.e., time and one-half generally, except for work on the employee's second day of rest, or third day of rest for employees with three (3) consecutive days of rest).

11.5.5.3 The maximum accrual shall be eighty (80) hours.

11.5.5.4 Employees will be allowed to use accrued compensatory time off by mutual agreement with their supervisor, and subject to any restrictions for such use established under the Fair Labor Standards Act (FLSA).

11.5.5.5 In the event an employee is affected by layoff from their regular position, the employer will payout the balance of the Employee's compensatory time balance at the employee's rate of pay at the time of layoff.

11.6 Shift Differential

Any employee whose regularly scheduled shift is the third shift (swing shift) as defined in 10.3.2 shall be paid a shift differential of one dollar and seventy-five cents (\$1.75) per hour for hours worked; any employee whose regularly scheduled shift is the first shift (graveyard) as defined in 10.3.2 shall be paid a shift differential of two dollars (\$2.00) per hour for hours worked. For purposes of shift differential payment, regularly scheduled includes scheduled overtime, but does not include call back or extension of shift overtime. Requested assignments made to accommodate an employee's personal situation and shifts picked up on overtime do not qualify for shift differential.

11.7 Working Out-of-Class

11.7.1 An employee who is temporarily assigned by management, in writing, to perform the assigned duties and responsibilities of a higher level position shall be paid either at a rate 5% above his/her current rate of pay, (not to exceed the top of the range for the out-of-class assignment), or at the entry rate of the higher job class, whichever is greater.

11.7.1.1 An employee must be assigned for a period of three (3) or more consecutive work days to receive out-of-class pay. The out-of-class pay shall be paid beginning with the first hour of the assignment.

11.7.2 The same employee shall not be assigned to the higher level duties for more than six (6) consecutive months unless specifically approved by the City Manager for extenuating circumstances. The Union will be given notice when management anticipates that an

employee will be performing the principle duties of a higher classification for a period of more than 30 days.

11.7.3 The out-of-class rate of pay shall apply for that time actually worked in the higher class. Periods of paid leave during the out-of-class assignment shall be compensated at the employee's normal rate of pay. Following a paid leave, the out-of-class pay shall resume on the first day returned; provided that the leave is for not more than fifteen (15) consecutive working days and the employee returns to the out-of-class assignment on the first day returned.

11.7.4 A position may be career developed up to a maximum of one (1) year.

12. Leave Benefits

12.1 Paid Time Off (PTO)

12.1.1 Employees shall accrue paid time off (PTO) in accordance with the schedule in Appendix B, to be used for vacation, illness or personal business.

Part-time employees assigned to a 0.50 – 0.90 FTE position will accrue PTO hours on a pro-rated basis to the maximum.

Bereavement leave and military leave are separate categories as specified in 12.4 and 12.5 of this article, below.

12.1.2 Employees may begin using accrued PTO hours as soon as the hours are earned in said bank. PTO hours accrued in a pay period cannot be used in the same pay period in which time is earned, i.e. PTO hours accrued in the 1st through the 15th pay period cannot be used until the 16th through the end of the month pay period and so forth.

An employee shall be paid for all earned and accrued PTO hours, as outlined in Appendix B, at the employee's current rate of pay when he/she terminates employment. All leave time may be used in a minimum of 30-minute segments.

12.1.3 PTO time off must be approved by the supervisor. Normally at least five (5) working days advance notice of the absence will be required unless mutually agreed upon shorter notice is provided. PTO scheduling within the division shall be based on seniority within the city and shall be limited to a two (2) week block per selection.

12.1.4 "Unscheduled PTO" is defined as time off that is requested less than twenty-four (24) hours prior to the day of the leave. Unscheduled PTO needs to be reflected on an employee's timecard. Guidelines on the frequency and use of unscheduled PTO time will be established within individual divisions or departments.

12.2 *Grandfathered Sick Leave Cash Out*

Any employee hired before January 1, 1980, and retiring from the Employer with a bank of grandfathered sick leave shall be paid a sum equal to 50 percent (50%) of his/her accrued and unused grandfathered sick leave.

12.3 *Paid Leave while on FMLA Leave*

If an employee is on authorized leave which qualifies as protected under applicable State and Federal leave laws, the employee shall use existing PTO, grandfathered sick leave, and/or compensatory time, with the choice of which category to draw on first at the employee's option. At the employee's option, the employee may reserve up to forty (40) hours of PTO leave in their bank and elect to take leave without pay.

12.4 *Bereavement Leave*

A maximum of forty (40) hours (pro-rated based on FTE) of bereavement leave shall be allowed when there is a death in an employee's immediate family.

Immediate family is defined as spouse, domestic partner, child, mother, father, brother, sister or step family, aunt, uncle, niece or nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparents and grandchildren, and grandparents and grandchildren of the spouse or member of the employee's household. Bereavement leave in excess of the durations identified above may be charged to an employee's PTO account or sick leave account, if applicable under FMLA or as required by law, with the approval of the supervisor. It is understood that the policy extends to similar members of a domestic partner's family as detailed above.

The City reserves the right to require documentation of the death using a standard form provided by the City.

12.5 *Military Leave*

The Employer abides by the provisions of the laws of the State of Washington and the Federal USERRA laws which stipulates that employees who are members of the National Guard or Federal Reserve Military Units are entitled to be absent from their duties for a period of up to twenty-one (21) days with pay during each military calendar year (October 1 through September 30) while engaged in the performance of ordered military duty and while going to or from such duty.

During periods of military conflict, an employee who is married to a military member of the US Armed Forces, National Guard or Reserves will be granted up to fifteen (15) days of unpaid leave before their deployment. Employees are eligible for this leave per deployment. The spouse must provide the Employer a copy of the member's orders.

12.6 *Family Leave – FMLA*

Under the terms of the Family and Medical Leave Act of 1993 (FMLA) and the state law, upon the completion of one (1) year of employment, any employee who has worked at least one thousand two hundred fifty (1,250) hours during the prior twelve (12) calendar months shall be entitled to up to twelve (12) weeks of leave in accordance with FMLA and based on a rolling twelve (12) month period for specified family and medical reasons as required by FMLA, and the Washington Family Care Act.

12.7 *Pregnancy/Childbirth Disability Leave*

When required by Washington State law, the Employer will grant a leave of absence for the period of temporary disability because of pregnancy or childbirth.

13. **Holidays**

13.1 The following days are recognized as legal paid holidays for which time off is to be granted:

New Year's Day -- January 1
Martin Luther King's Birthday - Third Monday in January
President's Day -- Third Monday in February
Memorial Day -- Last Monday in May
Independence Day -- July 4
Labor Day -- First Monday in September
Veterans Day - November 11
Thanksgiving Day -- Fourth Thursday in November
The day immediately following Thanksgiving Day
Christmas Day -- December 25

13.2 Any of the above holidays which may fall on a calendar Saturday shall be celebrated on the previous Friday; any of the above holidays which fall on a calendar Sunday shall be celebrated on the following Monday.

13.3 Any employee whose normal work schedule requires him/her to work on a holiday may schedule eight (8) hours off at any time after the holiday, mutually agreed upon by the supervisor and the employee. Any employee for whom a holiday falls on his/her normal day off shall be granted eight (8) hours into a holiday bank to use as time off in the future, after mutually agreed upon by the supervisor and the employee.

13.3.1 This holiday bank shall have a limit of forty (40) hours for each employee. Once the bank reaches the limit, all further time will be paid out at the appropriate rate.

13.4 Any employee who is on medically authorized sick leave when a holiday occurs will receive eight (8) hours pay for that holiday and will not have his/her sick leave accrual charged.

- 13.5 Any employee who works on a city holiday, or its equivalent for shift personnel, shall be paid double his/her base rate for hours worked, plus pay for the holiday. Hours worked beyond eight (8) on the holiday shall be compensated at triple the employee's regular rate.

14. Employee Insurance

- 14.1 Employees covered by this agreement will be provided insurance benefits as follows:
- 14.2 **Life Insurance.** Each employee shall receive a life insurance policy in an amount equal to 100% of the employee's annual salary, rounded to the next higher multiple of \$1,000. In addition, employees shall have the option of choosing dependent and/or additional life insurance on a payroll deduction basis.
- 14.3 **Long Term Disability.** Regular full-time and half-time bargaining unit employees will be covered by a City-paid group long-term disability insurance policy.

14.4 Health Insurance.

- A. Employees and their eligible dependents will have the option of selecting any combination of medical and dental coverage from the following:
- a. **Medical**
 - i. HMO Plan
 - ii. HMO Plan – CDHP (Consumer Driven Health Plan)
 - iii. PPO Plan
 - iv. PPO Plan – CDHP (Consumer Driven Health Plan)
 - b. **Dental**
 - i. PPO Plan
 - ii. HMO Plan
- B. **Consumer Driven Health Plans (CDHP).**
- a. CDHP's will include a Health Savings Account (HSA).
 - i. The City will make a contribution to the Employee's HSA in the following amounts:
 - 1. Employee-only coverage - \$1,500
 - 2. Employee plus one or more dependents - \$3,000
 - b. Employees may also contribute pre-tax dollars to their HSA up to the limits allowed by law.

C. **Premiums.**

2021. Beginning January 1, **2021**, the City contribution will increase up to 5% of any increasing premium costs. This means the City will pay up to the first 5% of any increasing premium cost plus the City's previous year's premium sharing amount. The employee's share would be the previous year's premium sharing amount plus

any premium costs above 5%. See appendix C for a copy of the 2021 healthcare rates.

E. In addition, members have an opt-out/cash-back option for eligible employees upon certification of other group coverage.

F. **Flexible Spending Account (FSA).**

a. For employees enrolled in a non-CDHP plan: Employees will have the option of participating in a FSA for reimbursable medical costs, dependent care costs, or premium sharing costs.

b. For employees enrolled in a CDHP plan: Employees will have the option of participating in a FSA for dependent care costs.

14.5 It is understood that the type and level of benefits available from the City's health plan carriers may be changed from time to time by the carrier, and the City shall not have a duty or obligation to negotiate over such changes with the Coalition. Additionally, the City retains the right to change health plan providers as long as the new plan provides a comparable level of benefits as negotiated in this contract.

14.6 **Dental Insurance.**

The City will pay 100% of the employee and eligible dependent cost for selected dental insurance for the term of this agreement.

14.7 Medical and dental insurance premiums for regular part-time employees shall be paid by the Employer in the same portion as detailed in 14.4 above, and -pro-rata, based on the employee's budgeted FTE (full-time equivalent).

14.8 The Labor-Management Insurance Committee will meet no less than annually to share information on benefits (including, but not limited to health, dental, life and long-term disability insurance). The City may also use this forum to gather feedback, ideas and alternatives to current plan offerings and/or designs as needed.

15. **Fitness for Duty**

The parties recognize that employees have the responsibility to report to work fit for duty.

15.1 To ensure physical and mental fitness, the employee may be required to provide to the Employer a fully completed certification from a medical and/or psychological provider on a City-provided form of the employee's fitness to perform the specific duties of their job or light duty alternative before returning to work.

15.2 The Employer also has the right to send employees for medical and/or psychological examinations at the City's expense for additional certification of fitness for duty whenever the

Employer reasonably believes that the employee is not fit for duty or may be a danger to themselves or others.

- a. Should the findings of the employer requested medical and/or psychological exam have an adverse effect on the employee's employment, the employee will have an opportunity, at their sole discretion and expense, for a second examination.

- 15.3 The City shall comply with all applicable medical records confidentiality laws associated with any employee medical information.

16. Retirement Plan

- 16.1 All eligible employees and the Employer shall participate in the Washington Public Employees Retirement System (PERS) to the extent provided for by Washington state law.

17. Training Program

- 17.1 Training shall be scheduled by the Employer. Time spent in training shall be paid in compliance with the requirements of the Federal FLSA and applicable Washington State law. If the employee receives notification of essential certification requirements from the certifying agency, the employee has a responsibility to inform the Employer in a timely manner. City required safety and health trainings are not covered by this employee notification requirement.
- 17.2 Every effort will be made to schedule required training during on-duty time. Personnel may be scheduled and required to attend training outside of their normal shift.
- 17.3 Employees who desire tuition aid for specialized individual training or academic training may submit their request in accordance with City of Vancouver Policies and Procedures.
- 17.4 Any employee required to possess a certification for his/her position shall obtain such certification within the timeline established by the job announcement and/or offer letter, and shall maintain such certification during his/her tenure in such position. Failure to either obtain or maintain required certification(s) may be grounds for actions pursuant to Article 22 of this contract if the Employer has fulfilled their responsibility in accordance with subsections 17.1 and 17.2 above.

18. Clothing, Tools and Safety Equipment

- 18.1 The Employer shall purchase and replace such clothing, uniforms, and other equipment as designated by the department head, and shall make all necessary replacements as the need arises. All uniforms or equipment being replaced shall be returned to the Employer at the time of replacement.
- 18.2 Employees agree to maintain all clothing and equipment in good condition and not subject it to abuse beyond the regular call of duty.

19. Driver's Licenses

- 19.1 The parties recognize that the Federal Highway Administration (FHWA) has established regulations for employees required to have a Commercial Driver's license (CDL).

All employees in applicable positions are expected to obtain and maintain a commercial driver's license with such endorsement as necessary to operate vehicles assigned to their work unit.

Employees new to a position requiring a CDL shall be allowed up to six (6) months to obtain a CDL permit and up to one year to obtain the license. Both dates start from the date of hire into the position requiring a CDL. Failure to either obtain or maintain the required CDL may be grounds for discipline up to and including termination of employment.

The City will provide:

- 19.1.1 An opportunity for each employee to develop the skill required to obtain the license.
 - 19.1.2 Reimbursement for fees to obtain the license and endorsements, provided that if the employee incurs additional charges because he or she fails any part of the exam, those charges shall be the employee's responsibility.
 - 19.1.3 The required medical/physical examination, provided that, at the city option, the city may reimburse the employee for a physical examination by a physician of the Employer's choice. An employee wishing to use his or her own physician when the city offers a paid examination with its own physician will not be reimbursed for the examination.
 - 19.1.4 Use of a city vehicle to take the practical/driving portion of the examination, on city time, provided that the city may require the employee demonstrate proficiency in operating the vehicle in a trainee capacity before allowing the employee to use the vehicle in the driving test.
 - 19.1.5 All employees required to maintain a Commercial Drivers' License shall be subject to all rules and regulations issued by the federal government including requirements for drug testing.
- 19.2 For those employees who must drive vehicles to carry out their job as determined by the Employer, if any employee has his/her driver's license (or CDL for those employees required to have a CDL) revoked or suspended for one hundred twenty (120) days or less, then the Employer will make a reasonable effort to reassign the employee to jobs not requiring driving. If such reassignment is not practical, the employee shall be suspended without pay. The employee may elect to take other appropriate available leave (accrued PTO or compensatory time) in lieu of suspension without pay. If the employee's driver's license (or CDL for those employees required to have CDL) is revoked or suspended for more than one hundred twenty (120) days, then the

Employer shall make a reasonable effort to reassign the employee. If such reassignment is not practical, the employee shall be immediately discharged.

If an employee has been discharged from employment with the City for the loss of their required driver's license or CDL and is actively appealing the basis for the loss through the justice system, the City will consider them eligible for appointment to the next available position for which they are qualified if their appeal is successful and their required driver's license or CDL is reinstated within one year from the date of loss. An employee receiving an appointment to a position will return with the seniority and accrual rates that they had at the time they were discharged. Only employees who fit this specific criterion will be given this consideration.

- 19.3. Notwithstanding the provision of section 19.2 above, the Employer retains the right to pursue actions under Article 22 for inappropriate workplace behavior which results in their driver's license (or CDL for those employees required to have a CDL) being revoked or suspended.
- 19.4 If an employee in a job which requires a driver's license (or CDL for those employees required to have a CDL) has their license revoked or suspended for medical reasons, the Employer will make a reasonable effort to reassign the employee to duties which do not require a driver's license (or CDL for those employees required to have a CDL) and for which the employee is qualified. The Employer will not create work or a position to accommodate the employee. If the Employer is not able to find existing work to which the employee can be assigned, then the employee may be separated from employment in accordance with public laws, this contract and city policies.

20. Mileage Reimbursement, Parking Rates and Commute Trip Reduction (CTR)

- 20.1 Mileage Reimbursement- Some jobs may require the use of an individual employee's automobile. In the event this is required by the Employer, it will pay the employee a mileage reimbursement at the rate established by the Internal Revenue Service.
- 20.2 Parking Rates – City employees who work in the downtown area pay for parking in City-owned or -operated lots or on permitted street spaces. The rates below are applicable to those employees who currently work downtown or who will work downtown in the future.
 - 20.2.1 City-Owned or -Operated Lot Rates and On-Street Parking.

With respect to all parking options, city employees will be expected to pay the prevailing parking rates.
 - 20.2.3 Payment of Parking Fees

City work locations in the downtown area require employees to pay for parking should they want to park in a City owned or operated lot or in a permitted on-street parking space. Employees not currently paying parking fees because of their work

location or commuting choice are subject to paying fees if their work location or commuting choice changes to one where parking fees are in effect. Conversely, employees who currently work in the downtown area and pay for parking will not be subject to that requirement should they relocate to an area where parking fees are not charged.

- 20.3 Commute Trip Reduction – The City participates in a Commute Trip Reduction (CTR) program and encourages employees to use alternate modes of transportation to get to and from work. For employees who use alternate modes of transportation for their work commute at least 60% of their scheduled work time (based on mandatory monthly self-reporting), the City will provide:
- a. a taxable cash incentive (\$25) for bicycling, walking, or carpooling to work; or
 - b. 100% of the cost of a bus pass; or
 - c. the option of a vanpool and will pay a variable amount (amount depends on the numbers of participants) to participating employees.

Incentives are currently available to all participating employees, regardless of their current work location.

21. Grievance Procedure

21.1 Definition

For purposes of this Agreement, the term "grievance" means any dispute between the Employer and the Union or an employee concerning the application or interpretation of the terms of this Agreement.

21.2 Procedure

The Union and Employer agree that written grievances alleged under this procedure will be subject to sincere and genuine efforts being made by the parties to adjust all problems at the lowest level possible, and in a manner consistent with the requirements in this Article.

Any grievance raised shall be limited to the written statement of grievance as provided for in the initial applicable step as identified herein.

A written grievance shall be required to include the following information:

- a. Set forth the section(s) of the agreement allegedly violated and state the specific nature of the violation.
- b. Indicate the date(s) of the incident(s) grieved.
- c. Specify the remedy or solution to the grievance sought by the employee(s).
- d. Signed by the identified grievant(s), or in the case of a group grievance, signed by the steward of record.

Grievances shall be processed in accordance with the following procedures and may be submitted at the appropriate step, as mutually agreed:

- 21.2.1 Step 1: If a grievance is to be advanced under this procedure, it shall be presented by the employee to his/her immediate management representative (not covered by this Agreement) within ten (10) working days from the date the employee had knowledge or should have had knowledge of the alleged breach or violation of this Agreement.

The management representative (not covered by this Agreement) shall meet with the aggrieved employee and the Union steward within ten (10) working days of the management representative's (not covered by this Agreement) receipt of the grievance. The parties agree to make every effort to settle the grievance promptly at this stage. Within ten (10) working days after such meeting, the management representative (not covered by this Agreement) shall mail or deliver a copy of his/her decision to the aggrieved employee, the Union and the department head.

- 21.2.2. Step 2: If the grievance remains unresolved after a decision is rendered by the management representative (not covered by this Agreement), it shall be reduced to writing and delivered to the department head or designee, within ten (10) working days after mailing or delivery of the decision reached in Step 1, above.

The department head or their designee and management representative (not covered by this Agreement), shall convene a meeting with the aggrieved employee and Union representative within ten (10) working days of receipt of the grievance. The department head or designee shall make a decision on the matter within ten (10) working days of such meeting. Copies of the written decision shall be mailed or hand delivered to the aggrieved employee, the Union and the City Manager.

- 21.2.3 Step 3: If the grievance remains unresolved after the decision has been rendered by the department head or designee, the Union shall in writing deliver the grievance to the City Manager or his/her designated representative, with a copy to the department head, within ten (10) working days after mailing or delivery of the decision reached in Step 2. The City Manager or his/her designee shall convene a meeting of the aggrieved, the Union representative, the department head, and other directly involved individuals as determined by the parties to be appropriate, within ten (10) working days of receipt of the written grievance and shall render his/her decision within ten (10) working days of such meeting with copies of the aggrieved employee, the Union and the department head.

- 21.2.4 The Union will attempt to explain to management why the grievance is still unresolved as it moves up the steps towards arbitration, but the explanation will not have merit as to the step advancement.

21.3 Arbitration

If the grievance remains unresolved after a decision is rendered in Step 3 above, it may be submitted by the Union to a mutually acceptable arbitrator as hereinafter provided. If the Union wishes to proceed to arbitration, such notice must be provided by the Union to the City Manager within fifteen (15) working days following the Union's receipt of the City Manager's decision as outlined in Step 3.

Should the grievance be submitted to arbitration, the parties shall mutually select a disinterested third party to serve as arbitrator. In the event the Employer and the Union are unable to agree on an arbitrator, the arbitrator shall be selected by the process of alternately striking from a panel of eleven (11) arbitrators from the Pacific Northwest region as furnished by the Federal Mediation and Conciliation Service (FMCS) or other mutually agreed to similar organization. The Union shall strike the first name. The request for an arbitrator shall state the general nature of the issue. The city and the Union will jointly share the fee for selection and services of an arbitrator. Each party shall pay the fees and expenses of their own attorneys, representatives and witnesses.

The arbitrator shall render a decision as promptly as possible. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and/or the Union and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the specific terms of the agreement and shall not have jurisdiction to add to, detract from, or alter in any way, the provisions of this Agreement.

A decision within the jurisdiction of the arbitrator shall be final and binding upon all parties. The parties shall abide by the award made in connection with any arbitral difference.

21.4 *Discipline or Termination Grievances and Grievances Subject to Group Filing*

A grievance of a disciplinary or termination action, or a group grievance that affects a significant portion of the employees in the bargaining unit may be introduced by the Union in written form to the department head or designee as set forth in Step 2 of the grievance procedure, and proceed as set forth there from.

21.5 *Time Restriction*

If the grievance is not filed or advanced in accordance with the time limits set forth within the procedure, the grievance shall be considered non-submitted or resolved on the basis of the Employer's last response. A grievance not responded to by the Employer within the prescribed time limits shall be granted, provided that the remedy sought conforms to the provisions of this agreement and applicable laws. The parties may mutually agree to extend the time limits for any step of this procedure and any extension shall be reduced to writing for a specified period of time. All references to "working days" in this Article shall exclude Saturdays, Sundays, and all holidays recognized in Article 13 of this Agreement.

22. Employee Discipline and Termination

- 22.1 The Employer may discipline or discharge any newly hired or rehired employee at any time during the initial probationary period, with or without cause, and such discipline or discharge shall not be subject to appeal.
- 22.2 The Employer may, in good faith for just cause, take disciplinary action by written reprimand, suspension, transfer, delay of step increase, demotion or discharge. The degree of discipline administered shall depend on the severity of the infraction. Disciplinary action must be issued within thirty (30) calendar days after the Employer became aware of the offense, unless based on an extended pattern of performance or behavior. The thirty (30) calendar day timeline set forth herein may be extended upon mutual agreement between the Employer and the Union, except in cases of employee absence for any purpose and/or the unavailability of a Union representative. In those cases, the Employer is to issue the discipline to the employee upon his/her return to work and/or upon the next date of availability of a Union representative. Written reprimands may be grieved up to the City Manager or their designee, but not arbitration unless and until such time as such written reprimands are relied upon to support subsequent and timely discipline including suspension, transfer, delay of step increase, demotion or discharge.
- 22.3 The Employer shall not take any disciplinary action as defined in this section without giving the employee the right to have a Union representative present. If an employee(s) is requested to attend any meeting for the purpose of investigation, where such investigation may lead to discipline or discharge of that employee, that employee(s) will be informed of their right to have Union representation present before such meeting is to take place. The employee shall be provided a letter setting forth the reason(s) for such action at the time such action is taken or shortly thereafter.
- 22.4 Employees shall be given the opportunity to read and answer all disciplinary letters before placement of such material into their official personnel file maintained by Human Resources and will be requested to sign such letters. Signature thereon shall not be construed as admission of guilt or concurrence with the discipline, but rather an indication that the employee has seen and comprehends the gravity of the disciplinary action.
- 22.5 Copies of written reprimands and other disciplinary letters will be provided to the Union. After six (6) months, copies of written reprimands will be used only to indicate trends of behavior which may lead to discipline and/or discharge.
- 22.6 Only management representatives who are not covered by this agreement may discipline employees above a written reprimand.

23. Performance Evaluations

- 23.1 Each employee's job performance shall be reviewed and evaluated at least annually.
- 23.2 Performance evaluations are not disciplinary and are not subject to the grievance procedure.

- 23.3 An employee may append his/her written comments to the performance evaluation report. Employee comments must be attached and submitted with the signed performance evaluation to human resources.

24. Tobacco Free Work Environment

- 24.1 All city facilities, including city-owned buildings, vehicles, individual employee offices, and offices or other facilities rented or leased by the city will be tobacco free.

25. Non-Reduction of Wages and Working Conditions

- 25.1 The parties hereto agree that the wages and working conditions in effect and now being paid to and enjoyed by the members of the Union shall not be reduced in view of the provisions of this agreement; provided, nothing in this section shall be construed to limit in any way, the Employer's rights under Article 3., Rights of Management, above, or to make changes in current practices, provided: (1) Advance notice of the change is given to the Union and affected employees, and, (2) Reasonable opportunity is provided to discuss the change with the city.

26. Layoff, Recall, and Bumping

26.1 Layoff Procedure – Layoffs or reductions-in-force (including transfers for this purpose and reduction in hours) may be undertaken by the City due to budgetary reductions, organizational restructuring, lack of work, reduction or elimination of funds, material change in duties or organization, reduction-in-force or workload.

26.2 Alternatives to Layoff - The City will attempt to avoid layoffs, and whenever possible, shall consider alternatives to layoffs before final decisions are made. At the discretion of the City, these considerations may include:

26.2.1 To avoid layoff an employee may transfer to a vacant position, if available. An employee may be eligible for a transfer provided that he/she meets the minimum qualifications for the job.

26.2.2 The City shall notify each employee subject to layoff of his/her rights and responsibilities as described in this Article. Such notification shall be reduced to writing and incorporated in each layoff notice the City issues to an employee subject to layoff.

26.3 After the City has identified the job classification, division (e.g. Grounds and Equipment Services), work group (e.g. Code Enforcement, Building Inspection, and Plans Examiners) or program area (e.g. Building and Code Compliance) being reduced, layoffs and resource reductions will be made in the following order:

26.3.1 Category 1[Temporary, OSC, seasonal] and Category 2 [less than full-time, newly hired probationary employees] shall be laid-off prior to regular status, full-time employees. Part-time regular employees cannot bump less senior regular full-time employees.

26.3.2. The order in which employees will be laid off shall be determined based on Joint Labor Coalition seniority as defined in Section 26.7 of this Article.

26.3.3 Any exception to this will be mutually agreed to by the Union and City.

- 26.4 When an employee is identified for a layoff or reduction-in-force, he/she shall be permitted to move into a job or classification which he/she currently holds or has previously held, provided that the employee meets the minimum qualifications for the job. In doing so, he/she may “bump” the least senior employee in that job or classification within the bargaining unit. Bumping may only occur within the same bargaining unit.

An employee who bumps into a new position as an alternative to layoff and who fails to perform the functions of the new position during probation will be placed on the reinstatement list. Such employees will only be eligible for reinstatement to the position from which they were laid off. Failure to pass probation for reasons other than performing the functions of the new position may result in termination in accordance with Article 22.

- 26.5 Notice to Union – Representatives of the City and the Union shall meet within fifteen (15) working days after the City has officially determined that a layoff or reduction-in-force will affect any Union member. At this meeting, the City shall inform the Union of the details of the layoff and provide a current seniority list as well as any other relevant information.
- 26.6 Notice to Employees – Each employee identified for layoff shall be given at least thirty (30) calendar days’ notice of such layoff in writing, with a copy to the Union. Employees who remain may be assigned the additional duties of those lower classified positions that were laid off. Such a situation will not result in a decrease in pay or downward reclassification.
- 26.6.1 Once the City has notified the affected employee of layoff and there is an available vacant position or a position for the employee to bump into, if any, he/she must notify Human Resources in writing of his/her intent to accept a vacant position or exercise bumping rights within ten (10) working days of the initial layoff notice. If notification is not received within the allotted time, rights to vacant positions or to bump shall be waived by the employee. The Employee will subsequently be placed on the reinstatement list.
- 26.7 Seniority – Seniority for the purposes of layoff, recall and bumping shall be based upon City seniority for all members covered under this Agreement as of the date of contract ratifications, thereafter employees transferring into any bargaining unit subject to this Agreement, shall have seniority defined as the employees most recent date of hire within the Joint Labor Coalition. Should the seniority of any two or more employees be equal, the respective seniority rights of such employees shall be determined by date of application, and if that is the same, the affected employees shall draw lots. Employee seniority shall not be reduced because of unpaid leave due to protected leave provisions as provided for under state and federal regulations.
- 26.8 Recall – Employees who have been laid off, or transferred as an alternative to layoff, are eligible for reinstatement for a period of a maximum of thirty-six (36) months following the date of

layoff. The names of persons laid off will be placed on a reinstatement list. When a vacancy occurs in the same job classification for which there exists a reinstatement list, the City will fill the vacancy using that list with the understanding that employees must meet the required minimum qualifications for the position to which they would be reinstated. If there is more than one employee on the reinstatement list eligible for a vacancy in a particular job class, the City will use seniority as defined in Article 26.7 in determining who shall be offered reinstatement. Reinstatement notices will be sent by certified mail to the last address reflected in the employee's official personnel file.

26.8.1 Employees in a reinstatement status may also apply and be considered for job openings outside their job classification prior to or after layoff. When an employee is reinstated within thirty-six (36) months to the job from which they were laid off, they will be placed into the same step occupied at the time of the layoff and will not serve an additional probationary period. Any recalled or reinstated employee will have their PTO accrual rates and sick leave balance and accrual rates restored to the same levels as of the date of layoff.

26.8.2 Any employee who is reinstated to a job other than the position from which they were laid off may serve a new probationary period. Employees will also be placed into the salary schedule for the new position consistent with the applicable salary schedule or guidelines.

26.8.3 Once an employee on the reinstatement list is offered a position, the employee must respond within fourteen (14) calendar days of the date of the notice, unless extended by mutual consent. The employee shall be responsible for notifying the Human Resources Department of any change in his/her address or telephone number while on layoff status.

26.8.4 Benefit accrual and service credit will be discontinued while in a layoff status of thirty (30) or more days. However, upon reinstatement, an employee's most recent hire date will be maintained, but the employee's service date will be adjusted to deduct the time spent in layoff status.

26.9 Eligibility for reinstatement ends if:

26.9.1 The employee refuses to accept an offer of reinstatement to a position in the same classification as that from which he/she was laid off.

26.9.2 The employee fails to respond to an offer of reinstatement within fourteen (14) calendar days following the date the offer is mailed.

26.9.3 The employee requests in writing to be removed from the reinstatement list.

26.9.4 The employee resigns or retires.

Definitions:

- A. Transfer (moves laterally) – The movement from one position within a job classification to another position within the same job classification or pay range. A transferred employee would be placed at the same step in the same range as the position that they transferred from. Terms and conditions of transfers are provided in Article 9.3.
- B. Demotion – The movement from a higher paid job classification to a lower paid job classification. An employee accepting a demotion may serve a probationary period and would be placed at the top step of the lower job classification range or the step in the job classification range that provides the least amount of decrease in pay.

27. Contracting-Out/Out-Sourcing

27.1 Should the City contract-out or out-source work which is currently being performed by Coalition Union employees, the City shall inform the Coalition and each affected Union and shall meet with the Coalition to impact bargain the effects.

27.2 Notwithstanding 27.1, the following notification and other procedures with regard to contracting out and outsourcing of bargaining unit work shall be implemented as indicated below.

27.2.1 The City shall inform the Union at least thirty (30) days prior to making a decision to pursue the contracting out or outsourcing of work. The City shall provide the Union an opportunity for discussion of the matter, including alternative methods of performing the work and the effects on bargaining unit employees. During this thirty (30) day period the Union shall have the opportunity to submit an alternate proposal. The City will give the Union's proposal due consideration. At the end of the thirty (30) day period, the City shall determine next steps in the implementation of its decision.

27.3 If the Employer does not accept a union-proposed alternative and reaches a decision to implement a plan that displaces bargaining unit members, the parties shall enter into impact bargaining as identified under the provisions of 27.1

28. Temporary or Seasonal Workers

28.1 "Temporary or seasonal worker" for purposes of this article shall mean one who is hired to work not more than 1,040 hours in any twelve (12) consecutive month period. Temporary workers will not be used for more than the 1,040 period. The Employer will not rotate temporaries through the same regular positions.

28.2 The intended use of temporary or seasonal workers by the Employer is to cover seasonal workloads and to fill unexpected vacancies created by a sudden increased work load, termination or disabilities of regular full time employees. It is acknowledged that there will be exceptions to this policy. Exceptions to this policy shall be mutually agreed upon in writing by the City and the Union.

28.3 Temporary or seasonal workers will not be allowed to work scheduled overtime until regular full or half-time employees within that work unit have had the opportunity to work the overtime. The Employer will make a good faith effort to notify regular employees of overtime opportunities before such work is offered to temporary workers. This will not preclude temporary or seasonal workers from working overtime which extends beyond the end of their shift or emergency situations.

28.4 The Employer will make all records of temporary or seasonal workers, the date they started, and total hours worked, available to the Union upon request.

29. Conflict of Contract and City Employment Policies

29.1 It is agreed that the intention of the parties to this agreement is that this agreement and all working agreements shall be consistent with the City Employment policies and that where it is found that the provisions of such an agreement are in conflict with the City Employment policies that the language of the agreement shall control.

29.2 Employees represented by this contract will be under the City's Employment Policy Manual. It is the intent that departmental rules shall be superseded by the City's Employment Policy Manual. If a situation occurs in which there is a difference between City rules/policies, and those of the department, Human Resources will meet with the Union and the affected department to reach a mutually agreeable solution.

29.3 Conflict in Language. When language in the Master Agreement conflicts with language in any applicable addendum, the applicable addendums shall take precedence over the Master Agreement.

30. Separability Clause

30.1 If an article of this agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any article should be restrained by such tribunal, the remainder of this agreement shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article.

31. Termination and Renewal

31.1 This agreement and all attachments hereto shall be in full force and effect from January 1, 2021 through December 31, 2021 and shall continue in effect if renewed or extended by mutual agreement.

31.2 Not more than one hundred twenty (120) days and not less than sixty (60) days prior to the end of the contract, either party may notify the other in writing of its desire to terminate or modify the agreement; provided that an earlier commencement may be scheduled by mutual agreement.

32. Labor-Management Committee

32.1 The Employer and the Coalition have established a labor-management committee which will meet on a regular basis. The committee shall include one (1) bargaining unit member and one (1) Union Staff Representative or Business Agent from each Union and not more than ten (10) management representatives. Topics for the agenda will be shared at least one (1) week before the meeting. Issues not covered by the contract, clarification of contract issues, various surveys and committee work related to mandatory bargaining subjects and city employment policies shall be regular agenda items for this committee.

Dated this _____ day of _____, 2021.

For the Employer

Eric Holmes, City Manager

Lisa Takach, HR Director

For the Union

Walter LaChapelle, Teamsters, Local #58

Nichet Newsome, IAM, District Lodge #W24

Carol Krohn, Plumbers & Steamfitters, #290

Approved as to form:

Jonathan Young, City Attorney

Attest:

Natasha Ramras, City Clerk

Appendix A - Pay Ranges

2021 Salary Schedule adjusted by 2% effective 1-1-2021

Joint Coalition 2021 Salary Ranges January 1, 2021 - December, 2021

<u>Range Number</u>	<u>Bargaining Unit</u>	<u>Step1</u>	<u>Step2</u>	<u>Step3</u>	<u>Step4</u>	<u>Step5</u>	<u>Step6</u>	<u>Step7</u>	<u>Step8</u>
<u>1</u>	-	<u>\$ 3,030</u>	<u>\$ 3,137</u>	<u>\$ 3,246</u>	<u>\$ 3,360</u>	<u>\$ 3,478</u>	<u>\$ 3,600</u>	<u>\$ 3,725</u>	<u>\$ 3,874</u>
<u>2</u>	-	<u>\$ 3,106</u>	<u>\$ 3,215</u>	<u>\$ 3,327</u>	<u>\$ 3,444</u>	<u>\$ 3,566</u>	<u>\$ 3,690</u>	<u>\$ 3,818</u>	<u>\$ 3,971</u>
<u>3</u>	-	<u>\$ 3,184</u>	<u>\$ 3,296</u>	<u>\$ 3,411</u>	<u>\$ 3,530</u>	<u>\$ 3,654</u>	<u>\$ 3,782</u>	<u>\$ 3,914</u>	<u>\$ 4,071</u>
<u>Vehicle Service Worker I</u>	<u>IAM</u>	-	-	-	-	-	-	-	-
<u>3M January - June</u>	<u>IAM</u>	<u>\$ 2,733</u>	<u>\$ 2,845</u>	<u>\$ 2,960</u>	<u>\$ 3,079</u>	<u>\$ 3,203</u>	<u>\$ 3,331</u>	<u>\$ 3,463</u>	<u>\$ 3,620</u>
<u>Vehicle Service Worker I</u>	<u>IAM</u>	-	-	-	-	-	-	-	-
<u>3M July - December</u>	<u>IAM</u>	<u>\$ 2,706</u>	<u>\$ 2,818</u>	<u>\$ 2,933</u>	<u>\$ 3,052</u>	<u>\$ 3,176</u>	<u>\$ 3,304</u>	<u>\$ 3,436</u>	<u>\$ 3,593</u>
<u>Vehicle Service Worker I</u>	<u>IAM</u>	-	-	-	-	-	-	-	-
<u>4</u>	-	<u>\$ 3,264</u>	<u>\$ 3,377</u>	<u>\$ 3,496</u>	<u>\$ 3,619</u>	<u>\$ 3,745</u>	<u>\$ 3,877</u>	<u>\$ 4,013</u>	<u>\$ 4,173</u>
<u>5</u>	-	<u>\$ 3,346</u>	<u>\$ 3,463</u>	<u>\$ 3,584</u>	<u>\$ 3,709</u>	<u>\$ 3,839</u>	<u>\$ 3,972</u>	<u>\$ 4,111</u>	<u>\$ 4,276</u>
<u>6</u>	-	<u>\$ 3,429</u>	<u>\$ 3,549</u>	<u>\$ 3,674</u>	<u>\$ 3,802</u>	<u>\$ 3,935</u>	<u>\$ 4,072</u>	<u>\$ 4,215</u>	<u>\$ 4,383</u>
<u>7</u>	-	<u>\$ 3,515</u>	<u>\$ 3,638</u>	<u>\$ 3,765</u>	<u>\$ 3,896</u>	<u>\$ 4,034</u>	<u>\$ 4,175</u>	<u>\$ 4,320</u>	<u>\$ 4,492</u>
<u>8</u>	-	<u>\$ 3,603</u>	<u>\$ 3,729</u>	<u>\$ 3,859</u>	<u>\$ 3,993</u>	<u>\$ 4,133</u>	<u>\$ 4,279</u>	<u>\$ 4,428</u>	<u>\$ 4,605</u>
<u>9</u>	-	<u>\$ 3,692</u>	<u>\$ 3,821</u>	<u>\$ 3,957</u>	<u>\$ 4,094</u>	<u>\$ 4,237</u>	<u>\$ 4,385</u>	<u>\$ 4,539</u>	<u>\$ 4,721</u>
<u>Vehicle Service Worker II</u>	<u>IAM</u>	-	-	-	-	-	-	-	-
<u>9M January - June</u>	<u>IAM</u>	<u>\$ 3,241</u>	<u>\$ 3,370</u>	<u>\$ 3,506</u>	<u>\$ 3,643</u>	<u>\$ 3,786</u>	<u>\$ 3,934</u>	<u>\$ 4,088</u>	<u>\$ 4,270</u>
<u>Vehicle Service Worker II - Fire</u>	<u>IAM</u>	-	-	-	-	-	-	-	-

<u>9M July - December</u>	<u>IAM</u>	<u>\$ 3,214</u>	<u>\$ 3,343</u>	<u>\$ 3,479</u>	<u>\$ 3,616</u>	<u>\$ 3,759</u>	<u>\$ 3,907</u>	<u>\$ 4,061</u>	<u>\$ 4,243</u>
<u>Vehicle Service Worker II - Fire</u>	<u>IAM</u>	.	.	.	.	.	.	.	.
<u>10</u>	.	<u>\$ 3,785</u>	<u>\$ 3,917</u>	<u>\$ 4,053</u>	<u>\$ 4,197</u>	<u>\$ 4,344</u>	<u>\$ 4,494</u>	<u>\$ 4,652</u>	<u>\$ 4,838</u>
<u>10T</u>	<u>Teamsters</u>	<u>\$ 3,577</u>	<u>\$ 3,709</u>	<u>\$ 3,845</u>	<u>\$ 3,989</u>	<u>\$ 4,136</u>	<u>\$ 4,286</u>	<u>\$ 4,444</u>	<u>\$ 4,630</u>
<u>Maintenance Worker I - Grounds</u>	<u>Teamsters</u>	.	.	.	.	.	.	.	.
<u>11</u>	.	<u>\$ 3,880</u>	<u>\$ 4,016</u>	<u>\$ 4,155</u>	<u>\$ 4,301</u>	<u>\$ 4,452</u>	<u>\$ 4,607</u>	<u>\$ 4,769</u>	<u>\$ 4,959</u>
<u>Vehicle Parts Specialist</u>	<u>IAM</u>	.	.	.	.	.	.	.	.
<u>11M January - June</u>	<u>IAM</u>	<u>\$ 3,429</u>	<u>\$ 3,565</u>	<u>\$ 3,704</u>	<u>\$ 3,850</u>	<u>\$ 4,001</u>	<u>\$ 4,156</u>	<u>\$ 4,318</u>	<u>\$ 4,508</u>
<u>Vehicle Parts Specialist - Fire</u>	<u>IAM</u>	.	.	.	.	.	.	.	.
<u>11M July - December</u>	<u>IAM</u>	<u>\$ 3,402</u>	<u>\$ 3,538</u>	<u>\$ 3,677</u>	<u>\$ 3,823</u>	<u>\$ 3,974</u>	<u>\$ 4,129</u>	<u>\$ 4,291</u>	<u>\$ 4,481</u>
<u>Vehicle Parts Specialist - Fire</u>	<u>IAM</u>	.	.	.	.	.	.	.	.
<u>12</u>	.	<u>\$ 3,975</u>	<u>\$ 4,117</u>	<u>\$ 4,260</u>	<u>\$ 4,408</u>	<u>\$ 4,563</u>	<u>\$ 4,723</u>	<u>\$ 4,888</u>	<u>\$ 5,084</u>
<u>13</u>	.	<u>\$ 4,076</u>	<u>\$ 4,219</u>	<u>\$ 4,366</u>	<u>\$ 4,520</u>	<u>\$ 4,677</u>	<u>\$ 4,840</u>	<u>\$ 5,010</u>	<u>\$ 5,209</u>
<u>Senior Vehicle Parts Specialist</u>	<u>IAM</u>	.	.	.	.	.	.	.	.
<u>13M January - June</u>	<u>IAM</u>	<u>\$ 3,625</u>	<u>\$ 3,768</u>	<u>\$ 3,915</u>	<u>\$ 4,069</u>	<u>\$ 4,226</u>	<u>\$ 4,389</u>	<u>\$ 4,559</u>	<u>\$ 4,758</u>
<u>Senior Vehicle Parts Specialist</u>	<u>IAM</u>	.	.	.	.	.	.	.	.
<u>13M July - December</u>	<u>IAM</u>	<u>\$ 3,598</u>	<u>\$ 3,741</u>	<u>\$ 3,888</u>	<u>\$ 4,042</u>	<u>\$ 4,199</u>	<u>\$ 4,362</u>	<u>\$ 4,532</u>	<u>\$ 4,731</u>
<u>Senior Vehicle Parts Specialist</u>	<u>IAM</u>	.	.	.	.	.	.	.	.
<u>13T</u>	<u>Teamsters</u>	<u>\$ 3,868</u>	<u>\$ 4,011</u>	<u>\$ 4,158</u>	<u>\$ 4,312</u>	<u>\$ 4,469</u>	<u>\$ 4,632</u>	<u>\$ 4,802</u>	<u>\$ 5,001</u>
<u>Maintenance Worker II - Grounds</u>	<u>Teamsters</u>	.	.	.	.	.	.	.	.
<u>14</u>	.	<u>\$ 4,178</u>	<u>\$ 4,323</u>	<u>\$ 4,475</u>	<u>\$ 4,632</u>	<u>\$ 4,794</u>	<u>\$ 4,962</u>	<u>\$ 5,136</u>	<u>\$ 5,342</u>
<u>15</u>	.	<u>\$ 4,282</u>	<u>\$ 4,432</u>	<u>\$ 4,587</u>	<u>\$ 4,747</u>	<u>\$ 4,914</u>	<u>\$ 5,086</u>	<u>\$ 5,263</u>	<u>\$ 5,473</u>
<u>15T</u>	<u>Teamsters</u>	<u>\$ 4,074</u>	<u>\$ 4,224</u>	<u>\$ 4,379</u>	<u>\$ 4,539</u>	<u>\$ 4,706</u>	<u>\$ 4,878</u>	<u>\$ 5,055</u>	<u>\$ 5,265</u>
<u>Grounds Maintenance Specialist</u>	<u>Teamsters</u>	.	.	.	.	.	.	.	.
<u>16</u>	.	<u>\$ 4,389</u>	<u>\$ 4,543</u>	<u>\$ 4,702</u>	<u>\$ 4,867</u>	<u>\$ 5,037</u>	<u>\$ 5,211</u>	<u>\$ 5,397</u>	<u>\$ 5,612</u>

17	-	\$ 4,500	\$ 4,656	\$ 4,820	\$ 4,988	\$ 5,162	\$ 5,345	\$ 5,529	\$ 5,751
17T	Teamsters	\$ 4,292	\$ 4,448	\$ 4,612	\$ 4,780	\$ 4,954	\$ 5,137	\$ 5,321	\$ 5,543
	Grounds Chemical Specialist	Teamsters							
	Grounds Maintenance Specialist								
	II	Teamsters							
	Irrigation Specialist	Teamsters							
18	-	\$ 4,612	\$ 4,773	\$ 4,939	\$ 5,112	\$ 5,293	\$ 5,476	\$ 5,669	\$ 5,896
19	-	\$ 4,727	\$ 4,892	\$ 5,063	\$ 5,241	\$ 5,423	\$ 5,615	\$ 5,809	\$ 6,042
19T	Teamsters	\$ 4,519	\$ 4,684	\$ 4,855	\$ 5,033	\$ 5,215	\$ 5,407	\$ 5,601	\$ 5,834
	Lead Maintenance Worker -								
	Grounds	Teamsters							
20	-	\$ 4,845	\$ 5,015	\$ 5,191	\$ 5,370	\$ 5,560	\$ 5,754	\$ 5,955	\$ 6,193
	Mechanic	IAM							
21	-	\$ 4,966	\$ 5,140	\$ 5,318	\$ 5,507	\$ 5,698	\$ 5,898	\$ 6,105	\$ 6,348
22	-	\$ 5,090	\$ 5,267	\$ 5,454	\$ 5,642	\$ 5,841	\$ 6,046	\$ 6,257	\$ 6,508
	Building Inspector I	Plumbers & Steamfitters							
23	-	\$ 5,216	\$ 5,401	\$ 5,588	\$ 5,784	\$ 5,987	\$ 6,195	\$ 6,414	\$ 6,670
	Plans Examiner I	Plumbers & Steamfitters							
24	-	\$ 5,349	\$ 5,534	\$ 5,729	\$ 5,929	\$ 6,136	\$ 6,352	\$ 6,573	\$ 6,836
	Senior Mechanic	IAM							
	Code Enforcement Officer	Plumbers & Steamfitters							
24M January - June	IAM	\$ 4,898	\$ 5,083	\$ 5,278	\$ 5,478	\$ 5,685	\$ 5,901	\$ 6,122	\$ 6,385
	Emergency Equipment Mechanic	IAM							
24M July - December	IAM	\$ 4,871	\$ 5,056	\$ 5,251	\$ 5,451	\$ 5,658	\$ 5,874	\$ 6,095	\$ 6,358
	Emergency Equipment Mechanic	IAM							
25	-	\$ 5,480	\$ 5,673	\$ 5,871	\$ 6,077	\$ 6,290	\$ 6,511	\$ 6,739	\$ 7,007
26	-	\$ 5,619	\$ 5,815	\$ 6,018	\$ 6,229	\$ 6,448	\$ 6,673	\$ 6,906	\$ 7,183

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<u>27</u>	-	<u>\$ 5,759</u>	<u>\$ 5,961</u>	<u>\$ 6,170</u>	<u>\$ 6,385</u>	<u>\$ 6,610</u>	<u>\$ 6,839</u>	<u>\$ 7,079</u>	<u>\$ 7,362</u>
	Plumbers & Plans Examiner II Steamfitters	-	-	-	-	-	-	-	-
<u>28</u>	-	<u>\$ 5,902</u>	<u>\$ 6,110</u>	<u>\$ 6,324</u>	<u>\$ 6,545</u>	<u>\$ 6,774</u>	<u>\$ 7,011</u>	<u>\$ 7,255</u>	<u>\$ 7,546</u>
	Plumbers & Building Inspector II Steamfitters	-	-	-	-	-	-	-	-
<u>28M January - June</u>	<u>IAM</u>	<u>\$ 5,451</u>	<u>\$ 5,659</u>	<u>\$ 5,873</u>	<u>\$ 6,094</u>	<u>\$ 6,323</u>	<u>\$ 6,560</u>	<u>\$ 6,804</u>	<u>\$ 7,095</u>
	Senior Emergency Equipment Mechanic IAM	-	-	-	-	-	-	-	-
<u>28M July - December</u>	<u>IAM</u>	<u>\$ 5,424</u>	<u>\$ 5,632</u>	<u>\$ 5,846</u>	<u>\$ 6,067</u>	<u>\$ 6,296</u>	<u>\$ 6,533</u>	<u>\$ 6,777</u>	<u>\$ 7,068</u>
	Senior Emergency Equipment Mechanic IAM	-	-	-	-	-	-	-	-
<u>28T</u>	<u>Teamsters</u>	<u>\$ 5,694</u>	<u>\$ 5,902</u>	<u>\$ 6,116</u>	<u>\$ 6,337</u>	<u>\$ 6,566</u>	<u>\$ 6,803</u>	<u>\$ 7,047</u>	<u>\$ 7,338</u>
<u>29</u>	-	<u>\$ 6,051</u>	<u>\$ 6,262</u>	<u>\$ 6,481</u>	<u>\$ 6,709</u>	<u>\$ 6,943</u>	<u>\$ 7,186</u>	<u>\$ 7,437</u>	<u>\$ 7,736</u>
<u>30</u>	-	<u>\$ 6,202</u>	<u>\$ 6,419</u>	<u>\$ 6,643</u>	<u>\$ 6,877</u>	<u>\$ 7,118</u>	<u>\$ 7,365</u>	<u>\$ 7,625</u>	<u>\$ 7,928</u>
<u>30T</u>	<u>Teamsters</u>	<u>\$ 5,994</u>	<u>\$ 6,211</u>	<u>\$ 6,435</u>	<u>\$ 6,669</u>	<u>\$ 6,910</u>	<u>\$ 7,157</u>	<u>\$ 7,417</u>	<u>\$ 7,720</u>
	Public Works Supervisor - Grounds Teamsters	-	-	-	-	-	-	-	-
<u>31</u>	-	<u>\$ 6,357</u>	<u>\$ 6,579</u>	<u>\$ 6,810</u>	<u>\$ 7,047</u>	<u>\$ 7,294</u>	<u>\$ 7,550</u>	<u>\$ 7,813</u>	<u>\$ 8,126</u>
	Plumbers & Plans Examiner III Steamfitters	-	-	-	-	-	-	-	-
<u>32</u>	-	<u>\$ 6,515</u>	<u>\$ 6,744</u>	<u>\$ 6,980</u>	<u>\$ 7,224</u>	<u>\$ 7,477</u>	<u>\$ 7,739</u>	<u>\$ 8,009</u>	<u>\$ 8,330</u>
	Plumbers & Building Inspector III Steamfitters	-	-	-	-	-	-	-	-
<u>33</u>	-	<u>\$ 6,678</u>	<u>\$ 6,913</u>	<u>\$ 7,155</u>	<u>\$ 7,405</u>	<u>\$ 7,663</u>	<u>\$ 7,934</u>	<u>\$ 8,211</u>	<u>\$ 8,538</u>
	Plumbers & Plans Examiner IV Steamfitters	-	-	-	-	-	-	-	-
<u>34</u>	-	<u>\$ 6,845</u>	<u>\$ 7,085</u>	<u>\$ 7,334</u>	<u>\$ 7,591</u>	<u>\$ 7,855</u>	<u>\$ 8,131</u>	<u>\$ 8,416</u>	<u>\$ 8,752</u>
	Plumbers & Lead Building Inspector Steamfitters	-	-	-	-	-	-	-	-

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Appendix B - Paid Time Off (PTO) Accrual Schedule
Effective 10-1-2015

Employee Paid Time Off (PTO) Accrual Schedule						
For employees hired between January 1, 1980 and March 24, 2003						
During Year of Service	Hours Per Month	Days Per Year (Based on an 8 hour day)	Maximum Accumulation Hours / Days (Based on an 8 hour day) (Max amount of payout at separation)		Maximum Accumulation Hours / Days (Based on an 8 hour day)	
1-5	18.34	27.5	440	55	608	76
6-10	20.34	30.5	488	61	656	82
11-15	22.34	33.5	536	67	704	88
16-20	24.34	36.5	584	73	752	94
21+	26.34	39.5	632	79	800	100

Employee Paid Time Off (PTO) Accrual Schedule						
For employees hired after March 24, 2003						
During Year of Service	Hours Per Month	Days Per Year (Based on an 8 hour day)	Maximum Accumulation Hours / Days (Based on an 8 hour day) (Max amount of payout at separation)		Maximum Accumulation Hours / Days (Based on an 8 hour day)	
1-2	15	22.5	360	45	528	66
3-5	18.34	27.5	440	55	608	76
6-10	20.34	30.5	488	61	656	82
11-15	22.34	33.5	536	67	704	88
16-20	24.34	36.5	584	73	752	94
21+	26.34	39.5	632	79	800	100

Employee Paid Time Off (PTO) Accrual Schedule						
For employees hired before January 1, 1980						
During Year of Service	Hours Per Month	Days Per Year (Based on an 8 hour day)	Maximum Accumulation Hours / Days (Based on an 8 hour day) (Max amount of payout at separation)		Maximum Accumulation Hours / Days (Based on an 8 hour day)	
21+	28.34	42	680	85	848	106

Appendix C – 2021 Union Health Insurance Costs

Insurance Options:	Total Cost	City's Monthly Contribution	Employee's Monthly Premium Cost	Employee Monthly Premium Increase (from 2020)
Regence PPO w/ VSP vision				
Employee & Children	\$1,394.90	\$1,171.89	\$223.01	\$21.31
Employee & Spouse	\$1,627.28	\$1,352.65	\$274.63	\$24.86
Employee Only	\$774.38	\$689.41	\$84.97	\$11.83
Family	\$2,247.36	\$1,835.10	\$412.26	\$34.34
Regence PPO High-Deductible w/ VSP vision**				
Employee & Children	\$1,105.74	\$976.74	\$129.00	\$34.71
Employee & Spouse	\$1,290.01	\$1,139.45	\$150.56	\$40.51
Employee Only	\$614.15	\$542.52	\$71.63	\$19.24
Family	\$1,781.48	\$1,573.56	\$207.92	\$55.95
Kaiser				
Employee & Children	\$1,209.11	\$1,062.05	\$147.06	\$0.00
Employee & Spouse	\$1,343.46	\$1,172.24	\$171.22	\$0.00
Employee Only	\$671.73	\$621.27	\$50.46	\$0.00
Family	\$2,015.19	\$1,723.24	\$291.95	\$0.00
Kaiser High-Deductible**				
Employee & Children	\$842.35	\$779.07	\$63.28	\$0.00
Employee & Spouse	\$935.95	\$865.62	\$70.33	\$0.00
Employee Only	\$467.98	\$432.81	\$35.17	\$0.00
Family	\$1,403.92	\$1,298.44	\$105.48	\$0.00

Field Code Changed

Delta Dental	Union Basic Dental (Employer Paid)	City's Monthly Contribution	Basic Dental Employee's Monthly Premium Cost	Union Buy-up Dental (Employee Portion for Buy-up, if elected)
Employee & Children	\$109.36	\$109.36	\$0.00	\$5.80
Employee & Spouse	\$83.80	\$83.80	\$0.00	\$4.43
Employee Only	\$47.43	\$47.43	\$0.00	\$2.53
Family	\$145.70	\$145.70	\$0.00	\$7.73
Kaiser Dental				
Employee & Children	\$102.13	\$102.13	\$0.00	
Employee & Spouse	\$113.48	\$113.48	\$0.00	
Employee Only	\$56.74	\$56.74	\$0.00	
Family	\$170.22	\$170.22	\$0.00	

Field Code Changed

2021 Opt-Out: \$230/month (taxable income to employee)

Delta Dental Buy Up Options	Employee Share
Employee Only	\$2.81
Employee & Spouse	\$4.91
Family	\$8.56
Employee & Children	\$6.43

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International Machinists Union Addendum Agreement

This agreement, as of the date indicated therein, by and between the City of Vancouver, a municipal corporation of the State of Washington and hereinafter referred to as the Employer, and International Machinists Union District Lodge #W24, hereinafter referred to as the Union, WITNESSES that WHEREAS the parties have negotiated the terms and conditions of a collective bargaining agreement, hereinafter referred to as the Agreement, and terms and conditions of an addendum agreement, hereinafter referred to as the Addendum, relating to regular employees of the Employer and hereinafter referred to as employees represented by the Union and described in this addendum to special wages, hours, and other terms and conditions of employment of such employees and wish to reduce the addendum to writing agree hereto as follows, and to be part of the agreement.

1. Work Jurisdiction

1.1 Although the City of Vancouver maintains the ability to make work assignments as workload dictates, the city recognizes the work performed by mechanics shall be as follows: maintenance, rebuilding, dismantling, assembling, repairing, installing, erecting, cleaning, preparing and conditioning of all automotive parts, units and auxiliaries connected with passenger cars, motorcycles, tractors, trucks, shovels, trench digging, excavating equipment, fire apparatus, trucks, ladders and related equipment, other emergency equipment associated with fire emergency equipment and associated with fire emergency vehicles, and all types of machinery that are propelled by any type of combustion engine, and all of the machine or grinding processes connected with the foregoing including welding.

1.2 The primary work assignments of the Emergency Mechanics will remain focused on Fire Apparatus such as fire engines, fire trucks, water tenders, brush rigs, heavy rescue and specialty equipment.

1.3 None of the preceding work may be performed by the equipment superintendent.

1.4 Seniority for all mechanics will be defined as the length of service in that classification for the purpose of vacation scheduling, layoff for lack of work, overtime, and call back offers.

2. Employee Tools, Safety Boots and Safety Glasses

2.1 Each employee holding the position of mechanic or senior mechanic is required to provide, at their own expense, a basic set of tools appropriate to perform the work required of a journey level mechanic, including metric hand tools. The shop sets of metric tools currently provided by the city will remain available to employees, but will not be expanded or replaced.

2.2 Tool/Safety Boot Allowance

- 2.2.1 Each employee holding the following positions will be provided an annual tool/safety boot allowance as outlined below:

Mechanics	\$1,200
Senior Mechanics	\$1,200
Emergency Equipment Mechanics	\$1,200
Vehicle Service Worker II	\$900
Vehicle Service Worker I	\$600

This allowance is to be used for tool and safety boot replacement and upgrading an employee's tool inventory.

The tool/safety boot allowance will be made to the employee on a monthly basis (1/12th payment monthly) through payroll.

- 2.2.2 All employees in the above classifications must wear industrial safety toe shoes at all times.

2.2.3 The Employer agrees to insure, for fire and burglary, the hand tools (including the tool box and electronic test equipment) which are in the possession of the employee at the Employer's place of work. The employee will be responsible to annually digitally photograph all tools that he or she owns and provide the Employer with a copy of such documentation. The camera used for this purpose shall be made available by the Employer. In addition, the employee will provide to the City a written inventory of all tools over \$300 in value, including make and model, which inventory would be necessary documentation to provide the city if the need arose to make a claim for the loss of those tools.

- 2.3 Safety Glasses. All shop employees must wear safety glasses, with the Employer providing said glasses. For employees that desire prescription safety glasses, the Employer will provide reimbursement for prescription safety glasses on an annual basis, up to an annual maximum of \$200. Reimbursement under this article is subject the employee providing detailed receipts of the purchase to the Employer.

3. Western Metal Industry Pension Plan

- 3.1 The members represented by Machinists Local 1432 will be allowed to participate in the Western Metals Industry Pension Plan by diverting part of their wages into the plan. The amount of the contribution will be determined by majority vote of the affected members of IAM Local 1432. The members employed at Operations and those at the Fire Department will vote as separate units.

- a. Rehabilitation Plan for the Western Metal Industry Pension Fund. Effective May 28, 2010 a rehabilitation plan was instituted for the pension plan due to a determined actuarial status of “critical.” The parties have agreed to follow the plan as outlined below until such time as there an amendment to or ending of the rehabilitation by the Plan.

<u>Effective Date</u>	<u>Contribution Rate</u>
<u>7-1-2016</u>	<u>\$1.96</u>
<u>7-1-2017</u>	<u>\$2.12</u>
<u>7-1-2018</u>	<u>\$2.28</u>
<u>7-1-2019</u>	<u>\$2.44</u>
<u>7-1-2020</u>	<u>\$2.60</u>
<u>7-1-2021</u>	<u>\$2.76</u>

- 4.1 This plan shall be in addition to, and will not replace, the Washington Public Employees Retirement System (PERS).

4. Shift Assignments

- 4.1 Assignment to vacancies on shifts will be made based upon seniority when the employee meets the qualifications of the new shift and the Employer’s work needs.
- 4.2 Shift preference must be filed more than three (3) working days prior to an organization effecting a shift change or declaring a job opening by submission of a dated open requisition. Forms will be provided and made available by the City. If an employee does not file a shift preference, it shall be assumed that he/she is on his/her preferred shift.
- 4.3 Under no circumstances will the provisions of this section be construed to enable an employee, at his/her request, to displace or “bump” a less senior employee from his/her job and shift.

5. Emergency Equipment Mechanics Subsection: In addition to Articles 1 - 4, the following language applies to Emergency Equipment Mechanics Only.

- 5.1 Job Requirements for Emergency Equipment Mechanics:

In order to apply for the position of emergency equipment mechanic, applicants must possess ASE certifications as noted in the job classification and job notice. In addition, within the time period outlined in the job classification, emergency equipment mechanics must become certified in all EVT areas as outlined in the job classification.

5.2. The city shall pay all fees associated with maintaining ASE certifications, and with obtaining and maintaining EVT certifications. This shall include costs required for out-of-town travel, food, and lodging, associated with these exams.

6. Limited PTO Sell-Back Program

6.1 Employees working in the Fire Department's Emergency Equipment (an Enterprise Fund that does a significant amount of work for outside agencies) may sell-back up to a maximum of forty (40) hours of PTO per calendar year. The payout of PTO hours would occur on a once per year basis between October 1 and November 1 annually.

7. VEBA Medical Reimbursement Plan

7.1 On behalf of all IAM members in the Union's bargaining unit employed in the Fire Shop of the City of Vancouver (the "group"), contributions on behalf of each employee in the group shall be mandatory and based on a payroll deduction. The dollar amount of pre-tax contribution shall be determined on an annual basis.

8. Working Out of Classification

8.1 When an employee is required to act as a temporary supervisor they shall be paid in accordance with Article 11.7 of the Agreement.

9. Termination and Renewal

9.1 Provisions for termination and renewal for this addendum shall be identical to the master agreement.

Dated this _____ day of _____, 2021.

For the Employer

Eric Holmes, City Manager

For the Union

Nichet Newsome, IAM District Lodge #W24

Lisa Takach, HR Director
Approved as to form:

Jonathan Young, City Attorney

Attest:

Natasha Ramras, City Clerk

Plumbers and Steamfitters Local 290 Addendum Agreement

This agreement, as of the date indicated therein, by and between the City of Vancouver, a municipal corporation of the State of Washington and hereinafter referred to as the Employer, and Plumbers and Steamfitters, Local 290, hereinafter referred to as the Union, WITNESSES that WHEREAS the parties have negotiated the terms and conditions of a collective bargaining agreement, hereinafter referred to as the Agreement, and terms and conditions of an addendum agreement, hereinafter referred to as the Addendum, relating to regular employees of the Employer and hereinafter referred to as employees represented by the Union and described in this addendum to special wages, hours, and other terms and conditions of employment of such employees and wish to reduce the addendum to writing agree hereto as follows, and to be part of the agreement.

1. Work Jurisdiction

- 1.1 The work of the Development Review Division and delegated by the Building Official as provided for in Vancouver Municipal Code, as represented by the United Association of Plumbers and Steamfitters Local 290, shall include all site inspections and plan review of all building, plumbing, mechanical, structural, electrical, property maintenance and zoning requirements, as well as any adopted building codes or standards of the City. Recognition of Development Review Division work groups are as follows: Building Inspection, Building Electrical Inspection, Building Plan Review and Code Compliance.

2. Acting or Out-of-Class Assignments

- 2.1 When acting or out-of-class for a maximum 6 month assignment opportunities are available to higher paying positions, preference shall be given on a rotation basis to qualified employees within the division/work group. The rotation list shall be by workgroup seniority. Employees must have one (1) year of service prior to consideration for placement on the rotation list. When the most senior employee has been given an out-of-class appointment, the next appointment shall be given to the next lower person on the list. Employees on the list have the option of refusing the out of class assignment.

3. Training, Certification and License Allowance

- 3.1 Employees shall receive \$110 per month for one (1) additional certification beyond the minimum required and relevant to job duties as per DRS Policy 1726 Employee Inspection Certification Allowance.
- 3.2 DRS Policy 1726 Employee Inspection Certification Allowance will be maintained by DRS for the term of this agreement. The policy will not be modified except by agreement with UA Local 290.
- 3.3 The Employer will, reimburse the employee for any fees paid for required certification tests and renewals, and training. When an employee holds more than 1 certification, where possible and permissible by ICC, they will renew their certifications

together. The employee will provide the City with evidence of satisfactory completion of any necessary tests.

- 3.4 Reimbursements shall be made within thirty (30) days after the employee provides the City with a receipt and evidence of satisfactory completion of any necessary tests.

4. Employee Clothing Allowance

- 4.1 The Employer shall reimburse the employee for clothing required by the employer and/or WISHA, up to a maximum of \$350 per Inspector and Code Compliance Officer and \$250 per Plans Examiner per calendar year and where relevant and appropriate, that such clothing displays the City logo. When working in the field, employees are required to wear at least one piece of clothing with the City's name and logo visible at all times.
- 4.2 Reimbursements shall be made within thirty (30) days after the employee provides the City with a receipt. Purchases will be made through a City approved catalog/website/contract. Any additional costs to put the logo onto purchased clothing will be counted in the maximum annual allowance.

5. Scheduled Overtime

- 5.1 Scheduled overtime and call back shall be offered to the assigned Project Inspector, Code Compliance Officer or Plans Examiner first, then to the most senior qualified person on the workgroup seniority list. If the seniority list is exhausted the least senior will be assigned the overtime or call back.

6. Termination and Renewal

- 6.1 Provisions for termination and renewal for this addendum shall be identical to the master agreement.

Dated this _____ day of _____, 2021.

For the Employer

For the Union

Eric Holmes, City Manager

Carol Krohn,
Plumbers and Steamfitters, Local 290

Lisa Takach, HR Director

Approved as to form:

Jonathan Young, City Attorney

Attest:

Natasha Ramras, City Clerk

Teamsters, Local #58 Addendum Agreement

This agreement, as of the date indicated therein, by and between the City of Vancouver, a municipal corporation of the State of Washington and hereinafter referred to as the Employer, and the International Brotherhood of Teamsters, Local #58, hereinafter referred to as the Union, WITNESSES that WHEREAS the parties have negotiated the terms and conditions of a collective bargaining agreement, hereinafter referred to as the Agreement, and terms and conditions of an addendum agreement, hereinafter referred to as the Addendum, relating to regular employees of the Employer and hereinafter referred to as employees represented by the Union and described in this addendum to special wages, hours, and other terms and conditions of employment of such employees and wish to reduce the addendum to writing agree hereto as follows, and to be part of the agreement.

1. License Fees

- 1.1 The City will pay all fees for certifications required by the City.

2. Termination and Renewal

- 2.1. Provisions for termination and renewal for this addendum shall be identical to the master agreement.

3. Acting or Out-Of-Class Assignments

- 3.1 When acting or out-of-class appointments are made to higher paying positions, preference shall be given on a rotation basis to qualified employees within the division. The rotation list shall be by seniority. Employees must have one (1) year of service prior to consideration for placement on the rotation list. When the most senior employee has been given an out-of-class appointment, the next appointment shall be given to the next lower person on the list. Employees on the list have the option of refusing the out-of-class appointment.

4. Western Conference of Teamsters Pension Plan

- 4.1 Effective January 1, 2016, the Employer shall continue to pay into the Western Conference of Teamsters Pension Trust on account of each employee performing work of the bargaining unit, for each hour in which compensation is paid. The hourly contribution rate shall be eighty cents (\$0.80) per compensable hour.

Thereafter, the Employer shall pay into the Western Conference of Teamsters Pension Trust on account of each employee performing work in the bargaining unit, for each hour in which compensation is paid. The hourly contribution rate shall be allocated as follows:

Effective Date	Total \$/Hour
1/1/12	\$.60
1/1/13	\$.70
1/1/14	\$.80

1/1/17	\$1.00
1/1/18	\$1.20

All contributions to be allocated to the Basic Plan.

- 4.2 Otherwise-excluded employees or workers are to be included in the Employer-paid mandatory participation of the Western Conference of Teamsters Pension Plan if they are performing work within the jurisdiction of this unit, including those on a temporary or seasonal basis and those in a 'Supervisory' or 'Lead' position.
- 4.3 The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. The Employer agrees to abide by such rules as may be established by the Trust of said Trust to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such amounts paid on account of each employee performing the work of the bargaining unit. Failure to make all payments herein provided for, within the time specified, shall be breach of this Agreement.
- 4.4 The Western Conference of Teamsters Pension Plan shall continue to be an additional retirement plan, and will not replace, the Washington Public Employees Retirement System (PERS).

5. Scheduled Overtime

- 5.1 Scheduled overtime will be from the grounds seniority list on a rotation basis by their city hire date. The assigned supervisor/designee will rotate through the seniority list consistently through each event. Multiple day events will be scheduled on a day by day basis.
- 5.2 Overtime will not be approved for staff on light duty, or work restrictions relevant to scheduled overtime.
- 5.3 Employees on their initial probation period may work scheduled overtime if they:
 - a. Possess valid CDL, if relevant to overtime and;
 - b. Successfully trained in operation of all equipment relevant to overtime.
 - c. Or work with another qualified employee.
- 5.4 An employee on probation may work overtime if it is the continuation of a normal work day to finish a specific task and is approved by a supervisor/designee.
- 5.5 If employee is on PTO, the supervisor/designee will place one call to their primary phone. Employee will have until the of that normal work day to reply before next person is contacted.
- 5.6 Grounds employees in a career development role outside their work group will be contacted for overtime assignments following the rotation guidelines listed above.
- 5.7 Department cross training/rotation – employee will be contacted by supervisor/designee for overtime by placing one call to the employee's primary phone. Employee will have until the end of that normal work day to reply before the next person is contacted.
- 5.8 The assigned supervisor/designee will maintain a list that shows accepted or unaccepted overtime and dates.

6. Regular Appointments

6.1 When regular appointments are made, current employees shall be given preference by their seniority if their qualifications are equal or superior to those of other applicants.

7. Shift Assignments

7.1 The Employer and the employee also recognize the need from time to time for temporary shift reassignments when an emergency does not exist. In these situations, the Employer agrees to give the employee a minimum of twenty-four (24) hours' notice in advance of the new shift starting time. Regular shift reassignments shall be according to Article 10 of the master agreement.

7.2 From time to time, 4-day week, ten (10) hour work schedules may be temporarily rescheduled to fill needs due to sick leave, military leave, or other unanticipated absences. This would involve transferring an employee from one period of four (4) consecutive days to another. Such rescheduling will not be subject to provisions for premium pay on the first, second, and third day; provided that the following criteria are met:

7.2.1 Any time a work schedule is changed, it will consist of consecutive days of work.

7.2.2 Employees will be notified of the rescheduling at least twenty-four (24) hours in advance of the new work schedule.

7.2.3 The shift change shall be of a temporary nature not to exceed thirty (30) days.

7.2.4 Employees may request shift changes, but the city shall assume no obligation for premium pay on the initial first, second, or third day of the new shift.

8. Wages

8.1 At the time of ratification of this agreement, employees, by a majority vote, may elect to divert wages from the negotiated increase, into the pension to be contributed into the Western Conference of Teamsters Pension Plan during the first year of this Agreement.

8.2 Employees by a majority vote may elect to divert negotiated wage increases into the pension to be contributed to into the "Western Conference of Teamsters Pension Plan" on an annual basis.

9. Corrections Crews and Volunteer Use and Limitations

9.1 This section is limited to establish the use of corrections crews and volunteers including instituting limitations on the same.

9.2 Corrections crews and volunteers are controlled by the employer and may be utilized with limitations as approved by the Operations Center Manager or designee. Work performed by the corrections crews shall be directed by employees of the bargaining unit.

9.3 Work performed by corrections crews and volunteers is limited to the following:

- a) Storm debris cleanup and removal;
- b) Litter patrol cleanup duties including emptying trash bins and performing hand cleanup;
- c) Use of manual tools for raking shrub beds, medians, turf areas around tree bases and headstones and the raking of grass and heavy clippings;
- d) Manual weeding and invasive vegetation removal other than the exclusions subject to paragraph (e) below;
- e) Use of weed eaters and edgers only for park perimeters, right of ways and/or overgrown areas and medians except for manicured areas;¹
- f) Use of back pack blowers;
- g) Hand painting of picnic table boards;
- h) Volunteer work shall be mutually agreed upon between the employer and the Union*
- i) Other work as mutually agreed upon between the employer and the Union*.

*Union Stewards are designated by the union business representative to act as the Union's volunteer coordinator for the purpose of entering into an agreement for work projects identified herein.

Effective October 19, 2011 and through the life of this Agreement, in the event of layoffs, the tasks subject to paragraph (e) shall not be permitted by corrections crews, except for safety/liability sensitive areas including medians and right of ways.

Dated this _____ day of _____, 2021.

For the Employer

For the Union

Eric Holmes, City Manager

Walter LaChapelle, Teamsters, Local #58

Lisa Takach, HR Director

Approved as to form:

Jonathan Young, City Attorney

Attest:

Natasha Ramras, City Clerk

Agreement
by and between
City of Vancouver
and
Joint Labor Coalition

Teamsters, Local #58
IAM, District Lodge #W24
Plumbers & Steamfitters, Local #290

January 1, 2021 – December 31, 2021

Joint Labor Coalition Contract

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Joint Labor Coalition Master Agreement

This agreement is between the City of Vancouver, a municipal corporation of the State of Washington and hereinafter referred to as the Employer, and the Joint Labor Coalition, comprised of those local Unions and associations affiliated with national Unions and associations described herein and hereinafter referred to as the Coalition or the Union for purposes of setting forth the mutual understanding of the parties regarding wages, hours, and conditions of employment of those employees for whom the Employer has recognized the Coalition as the exclusive collective bargaining representative.

1. Recognition and Bargaining Unit

- 1.1 The Employer hereby recognizes the Unions listed below as the exclusive bargaining representative for the purposes stated in Ch. 41.56 RCW of all regular full-time and regular half-time employees employed within the bargaining unit of this agreement and as certified by the State of Washington Public Employment Relations Commission (PERC), but shall exclude all supervisory, professional, temporary, seasonal and part-time workers or employees.
 - 1.1.1 All employees of the Grounds Maintenance Division of the Operations Center of the Public Works Department, as indicated on Appendix A to the master agreement, represented by Local #58, International Brotherhood of Teamsters, hereinafter referred to as the Union.
 - 1.1.2 All employees of the Equipment Services Division of the Public Works Department, including the Vancouver Fire Shop Personnel, as indicated on Appendix A to the master agreement, represented by District Lodge, #W24, International Association of Machinists, hereinafter referred to as the Union.
 - 1.1.3 All employees of Development Review Division (DRD) as indicated on Appendix A to the master agreement, represented by the Plumbers and Steamfitters, Local #290, hereinafter referred to as the Union.
 - 1.1.4 Seniority – At the date of ratification of the contract by all signatories to this Agreement, City seniority and bargaining unit seniority are of equal value, except for purposes of layoff and bumping as provided for in Article 26.
 - 1.1.5 The classifications of employees covered by this agreement are set forth in Appendix A which is attached hereto and made a part of this agreement. When classification on Union inclusion cannot be agreed upon by the Employer and the Union, either party may petition PERC to review the position in question and render a written opinion of its findings that shall be binding on the Employer and the Union.
 - 1.1.6 In instances where contract language is in conflict with addenda, the addenda takes precedence over the Master Agreement.

2. Nondiscrimination

- 2.1 The Employer and the Union agree that they will not discriminate unfairly against any employee by reason of race, creed, age, color, sex, national origin, religious belief, marital status, mental or physical disability, sexual orientation, active military duty or employees who have been honorably discharged, or any other criteria established by state or federal statutes, rules or regulations.
- 2.2 Whenever words denoting the masculine gender are used in this agreement, they are intended to apply equally to either gender.
- 2.3 There shall be no discrimination or harassment exercised against any employee covered by this agreement because of his or her membership or Union activities.

3. Rights of Management

- 3.1 The management of the municipal corporation, including but not limited to, the organization, scheduling, staffing, and direction of the workforce, is vested exclusively in the Employer, subject to the terms of this agreement. Examples of management rights include, but are not limited to:
 - 3.1.1 To take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the organization;
 - 3.1.2 To determine the number of employees to be employed;
 - 3.1.3 To hire employees, determine their qualifications and assign and direct their work;
 - 3.1.4 To evaluate employees' performance;
 - 3.1.5 To set the standards of productivity, and the services to be provided;
 - 3.1.6 To control and regulate the use of facilities, equipment, and other property of the Employer;
 - 3.1.7 To determine the number, location and operation of departments, divisions, and all other units of the Employer;
 - 3.1.8 Determine the methods, processes and means of providing municipal services;
 - 3.1.9 Appoint and/or lateral transfer the assignment of employees to specific jobs within their job classification or title.
- 3.2 The Employer has the right to introduce any and all new, improved and automated methods or equipment to improve efficiency and to reduce costs and assign employees within the bargaining

unit in accordance with such improvements and cost reduction methods. All matters not specifically and expressly covered or treated by the language of this agreement may be administered for its duration by the Employer in accordance with such policies or procedures as the Employer, from time to time, may determine. This article recognizes an employee's right to use the grievance procedures set forth in Article 21 below.

4. Union Security

4.1 The terms and conditions of this agreement in regard to Union security are as follows:

- 4.1.1 The parties agree that the terms of this Agreement shall apply equally to all employees, as defined in Article 1.1 of this Agreement, and within the bargaining unit. Any bargaining unit employee may authorize the Employer to deduct from his/her pay the amount of Union membership dues charged by the Union for representation and services provided by the Union. This signed authorization must be in writing and forwarded to the Human Resources Department.
- 4.1.2 Any bargaining unit employee, as defined in Article 1.1 of this Agreement, who does not want to become a member of the Union, has the option to pay fees in an amount equal to Union dues charged by the Union for representation and services provided by the Union. This signed authorization must be in writing and forwarded to the Human Resources Department.
- 4.1.3 Those employees of the Employer as defined in 1.1 to this agreement, who do not elect to become a member of the Union and pay Union dues; or who do not pay fees to the Union; and who require services beyond bargaining the Agreement; may be charged fees for such services in an amount determined by the Union.
- 4.1.4 The Union agrees to provide the Employer with Union dues deduction assignment forms for each employee who desires to pay his/her Union dues and initiation fees by payroll deduction. The Employer will deduct such dues from the wages of the employees and forward them to the Union each month.
- 4.1.5 In the event an employee covered by the bargaining unit notifies the Employer that he or she no longer elects to have dues or fees deducted from their pay, the Employer shall notify the Union of the notification within five (5) working days.
- 4.1.6 Listing of New and Terminated Employees: The Employer agrees to notify the Union of new hires within the first thirty (30) days of employment:
 - a. By the 10th of the following month, a listing of bargaining unit employees hired, promoted or terminated during the previous month. Such listing shall contain the names of the employees, along with their job classification, and department.

- b. Twice each year, and upon request by a Coalition union, the Employer shall provide, within 14 calendar days of the request, a list of bargaining unit members, their department/section, classification, base pay, fulltime/part-time status and city seniority date. If specifically requested, the Employer will also provide the classification seniority for employees in the bargaining unit classifications requested. The process for calculating classification seniority is manual, and if such a request is made, the Employer will work with the union(s) to provide the information within a timeframe that is acceptable to both parties.
- c. Twice each year and upon request by the union, the employer shall provide, within 14 calendar days of the request, a listing of all non-represented employees, their classification and department.

4.1.7 The Union shall defend, indemnify and hold harmless the City and its officials, representatives and agents against any and all claims, suits orders, judgments, or liability arising from this Article.

5. Union Representatives and Union Activity

- 5.1 The Union shall inform the Employer in writing of the names of its officers, business representatives and stewards who are accredited to represent the Union, which information shall be kept up-to-date at all times. Only persons so designated will be accepted by the Employer as representatives of the Union.
- 5.2 Union representatives may, after receiving permission from the supervisor, visit the work location of employees covered by this agreement, for the purpose of administering provisions of the agreement related to grievance processing, disciplinary action and posting of Union notices on City provided bulletin boards.
- 5.3 Solicitation of Union membership or collection or checking of dues will not be conducted during working hours, other than as follows:
 - 1. Union representatives are allowed access to new employees at an agreed upon time by the City and Union, for purposes of informing the employee about the exclusive bargaining representative within the first ninety (90) days of the employee's start date; and
 - 2. Union representatives shall have access to new employees once for new employee orientation for no more than 30 minutes; and
 - 3. Access shall occur during the employee's regular working hours at the employee's regular worksite, unless otherwise agreed.

The Employer agrees not to discriminate against any member of the Union for his or her activity in behalf of or membership in the Union, provided such activity is not carried on during working hours, except as expressly provided in this agreement.

- 5.4 Employee officers of the Union or stewards shall be allowed reasonable time away from their work assignment for the purposes of meetings with the City for collective bargaining, grievances or disciplinary hearings or such other legitimate activities as are mutually agreed upon between

the Union and the City. City employees participating in such meetings or activities will be allowed to do so without loss of pay if scheduled during said employee's regularly scheduled work time. If meetings or activities go beyond the regularly scheduled work time, then the employees shall be on their own time not paid by the City. For the purposes of attendance at the bargaining table, including individual union addendum bargaining sessions, not more than two (2) on duty employees per Union will be present. The Plumbers and Steamfitters, Local 290 agree that they will have one (1) paid City employee at the bargaining table.

- 5.4.1 Employee Union representatives shall request permission from their immediate manager for time away from their work assignment. Such request shall be granted provided the time does not unreasonably detract from their work performance and is in compliance with the above requirements as to the nature of the activity. Time away from their work assignment to act in the role of Union representative shall be coded on their timesheet accordingly.
- 5.4.2 Employee Union representatives and affected employees shall be allowed time away from their work assignment for meetings with the City. A reasonable amount of prep and debrief time necessary for these meetings shall be allowed.
- 5.5 City work hours shall not be used by employees or the business representatives for the conduct of Union business or the promotion of Union affairs other than stated above.
- 5.6 The City shall provide bulletin board space for Union notices in a conspicuous location where workers frequent regularly in each work area.
- 5.7 Use of City telephones or computers related to Union business
 - a. City telephones or computers is allowed subject to the following:
 - 1. When such use is de minimis and incidental, such as arranging a meeting with a Union Representative.
 - 2. For the purpose of conducting an investigation of a grievance, such as individual inquiries to co-workers.
 - 3. For the purpose of interacting with the City's representatives concerning Union-City business, such as setting dates for City-Union meetings, making inquiries regarding grievances, etc.
 - b. The uses cited in "5.7 (a) may continue only if they incur no additional cost to the City. The content of any and all communications using the City computer system is not privileged and may be subject to City review.

6. Strikes, Work Stoppages and Work Slowdowns

- 6.1 The Employer and the Union's signatory to this agreement agree that the public interest requires the efficient and uninterrupted performance of all city services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this

agreement, the Union and/or the employees covered by this agreement shall not cause or engage in any work stoppage, strikes, slowdown or other interference with Employer functions, nor shall the city institute a lockout.

- 6.2 In the event that a strike, boycott, slowdown, mass sick call, work stoppage or other interruption of work occurs during the life of this agreement, the Employer shall notify the Union of the existence of such activity and request information from the Union as to whether or not the activity has been authorized. The Union, after immediately responding to the Employer's request, will then proceed to make every reasonable effort to terminate the work interruption activity and induce the employees concerned to return to work so that service to the citizens of the City of Vancouver will not be affected. Employees shall not earn any benefits or wages whatsoever while they are engaged in such actions. In addition, employees who engage in or encourage such actions shall be subject to discipline up to and including discharge.

7. Identification of Jobs

- 7.1 Job classifications shall be defined by the current class specification for each of the job class titles listed in Appendix A of this agreement.
- 7.2 The Employer shall have the sole responsibility for making work assignments. In the event of conflicting assignments from management representatives, the employee shall have the right to seek clarification from the directing management representative. The employee shall not be disciplined for following management directives.
- 7.3 When there is a change in the job duties assigned to an employee such that the employee is required to possess substantially different qualifications or is assigned a substantially different level of responsibility, the Employer shall conduct the classification review for the purpose of determining the appropriate job classification for the revised job. If reasonable and practical, the Employer will assign the positions to an existing class which better describes the duties assigned to the job. If there is no appropriate existing job classification, the Employer shall establish a new job classification. If the incumbent in the position is qualified for the revised job classification, he/she shall be placed in the new classification at the nearest step providing an increase. An incumbent who is not qualified for the new classification shall maintain his or her current range and continue to receive any step increases that are due.
- 7.4 The salary range for the new classification shall be established following Employer procedures so that the salary of the new class is competitive. The salary range shall be submitted to the Union for review. Within thirty (30) calendar days of receipt of such City notice, the Union shall notify the City of its agreement or disagreement with the City's provisional salary range for the new classification. If the Union disagrees with the salary range, it may request that the Employer shall negotiate with the Union with regard to establishment of an equitable salary range for the new job class. In the event the City and Union are unable to agree upon an equitable salary and mediation does not result in a resolution, the question may be submitted to an arbitrator under the procedures set forth in 21.3 of this agreement. The City shall have the right to employ persons at its provisional salary range during the term of negotiations, subject to full retroactive payment to all affected employees upon the conclusion of negotiations or arbitration.

- 7.5 If a new classification is established by the City, a notification consisting of the job specification will be provided in writing to the Union coalition.
- 7.6 During the life of this agreement, should the City perform a market study on wages, if any classification is above 105% or fall below 90% of the market rate, the parties agree to meet and confer on those classifications.

The City of Vancouver agrees to conduct a market study in 2020 of all positions in the Joint Labor Coalition, and will provide employees the opportunity to participate in the update of their job description.

8. Posting of Jobs

- 8.1 It is the desire and intent of the Employer to fill job vacancies from qualified applicants within the city before hiring new employees, providing the employees who apply have the required qualifications for the particular job.
- 8.2 Vacant positions will be filled from employment lists established by Human Resources except when an alternate procedure is allowed by employment policies in the case of entry level positions and flexibly staffed positions.

A flexibly staffed position is one which may be filled at the entry (I) level by an employee who may be promoted to the full working (II) level on the basis of successful performance at the entry level.

Placement on an employee list will be on the basis of examination of candidates' qualifications. Employees shall be allowed paid time off from their work schedule to participate in interviews for in-house positions. When candidates are to be examined for placement on an employment list, the City will post a notice of the examination and accept applications for seven (7) regularly scheduled working days and shall be posted in each reporting duty station subject to this Agreement where employee access to Employer provided computer systems and its internet network is not made available.

The employment list may be effective up to six months. Employees may decline consideration for appointment to a vacant position and remain on the employment list in the same rank or position.

- 8.3 Vacant positions may be posted on a simultaneous or internal/external basis, based on the following guidelines:
- 8.3.1 All applications will be collected directly by the Human Resources Department.
 - 8.3.2 The Employer shall first view internal applications.

8.3.3 If the Employer determines that no internal candidates meet the qualifications or staffing need as stated on the job announcement, the Employer may consider the external applicants in its recruitment process.

9. Probation

- 9.1 A newly hired or rehired employee is subject to a six (6) month probationary period. The probationary period for new employees may be extended, with notification to the Union, to a maximum of six (6) additional months. The Employer may discipline or discharge any newly hired or rehired employee at any time during the probationary period, with or without cause, and such discipline or discharge shall not be subject to appeal.
- 9.2 Promotions and voluntary demotions are subject to a six (6) month probationary period. The probationary period for a promotion and voluntary demotion may be extended, with notification to the Union, to a maximum of six (6) additional months.

In the event an employee does not successfully complete a promotion/voluntary demotion probationary period, the employee will be assigned to the employee's original position (if available or vacant) or to another vacant position for which he/she is qualified in the same class as, and at the same salary level as, the employee's original position. If the original position is not available, and no other vacant position is available meeting the applicable criteria in this Article, the employee will be placed on a reinstatement list for their original position or classification for a maximum of thirty six (36) months. Nothing in this section shall restrict the rights of the Employer under Article 22.

- 9.3 An employee who is transferred into a job within the same classification or accepts a lateral transfer into a different classification may serve a six (6) month probationary period as set forth in this section, if the job is significantly different than their previous job. In the event an employee does not successfully complete a transfer probationary period, the employee will be assigned to the employee's original position (if vacant) or to another vacant position for which he/she is qualified in the same class as, and at the same salary level as, the employee's original position. If the original position or another available vacant position for which the employee is qualified is not available, he/she will be placed on a reinstatement list for their original position or same classification for a maximum of thirty six (36) months. Nothing in this section shall restrict the rights of the Employer under Article 22.
- 9.4 Nothing in this Article shall restrict an employee's entitlement to applicable provisions impacting wages and benefits.

10. Work Week, Hours of Work, Shifts

- 10.1 The work week is defined as the period between 12:01 a.m., Sunday through 12:00 midnight the following Saturday, unless otherwise determined for specific employees.
- 10.2 Work Schedule

The normal assigned work schedule shall be five (5) consecutive days of eight (8) consecutive hours, excluding lunch periods, followed by two (2) days of rest; not to exceed forty (40) hours of work in the work week. It is understood that the five (5) consecutive days does not imply a Monday through Friday schedule. Other work schedules may be determined by mutual agreement of the Union and the Employer.

10.3 Work Shift

Short term, temporary shift reassignments may be made when the Employer determines that an emergency exists. Under those circumstances, the Employer shall give the employee a minimum of four (4) hours' notice prior to the start of the new shift. If such notice is less than four (4) hours, the Employer shall pay the employee according to call-back pay provisions of 11.4 of this agreement.

10.3.1 An emergency is defined as a natural event or unexpected circumstance which necessitates the Employer to change schedules on short notice to address essential operational or service needs on an immediate basis.

10.3.2 Normal shift starting times shall begin within the following time frames:

First shift - 7:00 p.m. to 4:59 a.m. (graveyard)

Second shift - 5:00 a.m. to 11:59 a.m. (day shift)

Third shift - 12:00 noon to 6:59 p.m. (swing shift)

Regular assignments to openings on shifts will be made based on seniority when the employee meets the qualifications of the new shift and the Employer's work needs. A regular assignment is one with no end date or one which is expected to last over thirty days. If the most senior employees decline then a less senior employee may be assigned.

10.4 Rest Periods

Each employee shall be given a 20 minute paid rest period in the first half of the working shift and a 20 minute paid rest period in the second half of the working shift, and an unpaid lunch period during the shift. Such periods begin when the employee leaves the work site and ends upon his/her return to the work site.

11. Rates of Pay

11.1 Wages

Wages will be set as outlined in Appendix "A".

Effective January 1, 2021

Salary schedule will be adjusted by two percent (2.0%)

Salary adjustments shall be calculated from step 1 of range 1.

11.1.1 Payroll Periods

The pay periods and pay dates will be as follows:

Pay Period	Pay Date
1 st through 15 th	25 th
16 th through end of month	10 th

Employees will be paid a monthly salary which shall be split equally between the two (2) pay periods. Timesheets submitted in error will be corrected on the following pay check.

11.2 Salary Step Plan

Employees will move through the defined salary steps on an annual basis, based on adjusted salary review date. For example, if an employee is hired between the first (1st) and the fifteenth (15th) of the month the pay adjustment would be on the first (1st) day of the current month. If an employee is hired between the sixteenth (16th) and the end of the month, the adjustment would be on the first (1st) day of the following month.

11.2.1 Promoted Employees

At the time of promotion, employees will move to the step in the range of the new class which results in an increase of at least 5%. Upon successful completion of a promotional probationary period, the employee's salary shall then be increased to the next step of the new range on the adjusted salary review date and annually thereafter up to the top of the range. In no event shall a promoted employee's salary be less than the starting pay of the salary range for the new class, nor in excess of the highest step of the regular salary range for the new class.

11.2.2 Demoted Employees

Employees who voluntarily demote (defined as voluntarily applying for and accepting a position in a lower pay range) will be placed in the appropriate pay range for the new classification that results in the least amount of pay reduction, but not above the top of the new range. If an employee is not at the top step, their next step date will be one-year from the demotion date.

11.2.3 Laterally Transferred Employees

Employees who voluntarily take a lateral transfer (defined as voluntarily applying for and accepting a position in the same pay range) will remain at their same step. If an employee is not at the top step, they will retain their next step date.

11.2.4 Flexibly Staffed Positions

Flexibly staffed positions are classifications that allow the City to hire individuals who lack one of the required qualifications (such as CDL) at a lower level, and then give them the time to obtain the needed requirement. Upon attainment of the needed requirement, the individual's position is moved to the higher classification. An example is the Grounds Maintenance Specialist I/II classification. At the time the position is moved to the higher classification, the employee will move to the step in the range of the higher classification which results in an increase of at least 5%. The employee's next eligibility for a step increase is one year from that date and annually thereafter up to the top of the new range.

- 11.3 The hourly rate of the employee will be his/her monthly base rate multiplied by twelve (12) months and divided by 2,080 hours. This rate multiplied by eight (8) hours (or ten (10) hours, if applicable) will be the daily base rate; multiplied by forty (40) hours will be the weekly base rate; and multiplied by 173.3 hours will be the monthly base rate. For purposes of overtime calculations only, the employee's hourly base rate shall be calculated using all compensation required by FLSA.

11.4 *Callback Pay*

Employees who have completed their regular shift, are on the way home, or at home, and are required to work other than a continuation of their shift, shall be paid at double their base rate of pay for hours worked. Any call-back pay shall be for a minimum of two (2) hours, during which time the Employer may provide and require work of the employee called back.

11.4.1 Overtime and Callback Time

All scheduled overtime and/or call back time shall be offered on a seniority basis by Department, starting with the most senior qualified person. At the Operations Center, when this departmental seniority list is exhausted, the Master Operations Center Seniority list will then be used. The most senior employees have the option as to placement on the call out list. Seniority is defined as length of employment with the city. In work groups who have an employee receiving standby pay per Article 11.4.3, the initial call will go to the employee carrying the pager or cell phone who will be responsible for the call. Call back pay shall be paid in accordance with Article 11.4 and overtime shall be paid in accordance with Article 11.5.1. Unanticipated and unscheduled overtime which extends beyond the end of a shift for the crew working on a specific project will be offered first to the appropriate and qualified Union member(s) at the site working on the project at the end of the shift.

Temporary or seasonal workers will not be allowed to work scheduled overtime until regular full or half-time employees within that work unit have had the opportunity to work the overtime. The Employer will make a good faith effort to notify regular employees of overtime opportunities before such work is offered to temporary workers. This will not preclude temporary or seasonal workers from working overtime which extends beyond the end of their shift or emergency situations.

11.4.2 Telephone Calls at Home After Hours

Employees who are required by the Employer to answer work-related questions by telephone when they are not at work shall be paid for time actually spent on the telephone at the rate of one-and-one-half (1 ½) their normal base rate calculated to the nearest quarter hour, with a quarter-hour minimum. Special pay premiums, such as holiday pay, do not apply to time paid under this article.

11.4.3 Stand by Pay

If the Employer requires an employee to carry a pager or cell phone in order to respond to off duty call-outs, the employee carrying the pager or cell phone while off duty shall be compensated at a flat rate of \$150.00 per week or \$21.43 per day. The employee on standby must be fit for duty and able to reach the assigned duty station in forty (40) minutes. This does not apply to the Operations' Technical Rescue Team which is covered by an existing Memorandum of Understanding.

11.5 *Overtime Compensation*

The Employer will attempt to meet its overtime requirements on a voluntary basis among the employees and in the event there are insufficient volunteers to meet the requirements, the Employer may require the necessary employees to work starting with the least senior qualified employee.

11.5.1 Overtime compensation will start anytime an employee is required to work beyond the end of his/her shift (typically eight (8) hours or ten (10) hours per shift) and will be compensated to the nearest quarter hour, at the rate of time and one-half (1 ½) for the first eight (8) hours of overtime and thereafter at double time. Employees shall have the option to flex their schedule within their defined work week, without incurring overtime, as long as it is mutually agreed upon in advance.

11.5.2 Any employee required to work on his/her first day of rest, or his/her first and second day of rest in the case of employees who have three (3) consecutive days of rest, shall be compensated at his/her base rate plus one-half of his/her base rate or time and one-half (1½).

11.5.3 Any employee required to work on his/her second day of rest, or his/her third day of rest in the case of employees who have three (3) consecutive days of rest, shall be compensated at his/her base rate plus his/her base rate (double time) for the first eight (8) hours of work, and for any hours worked over eight (8) shall be compensated at her/her base rate plus time and one-half (2 ½ times). If the employee voluntarily chooses to work on these days of rest, the employee shall be compensated as outlined in 11.5.2, above.

11.5.4 All overtime compensation shall be paid in compliance with the requirements of the Federal FLSA and applicable Washington State laws.

11.5.5 Compensatory Time

Employees may accrue compensatory time off in lieu of overtime compensation.

11.5.5.1 The decision to grant comp time as an alternative to paid overtime shall be at the Employer's discretion.

11.5.5.2 Compensatory time off shall be accumulated at the same rate as overtime compensation would have otherwise been paid (i.e., time and one-half generally, except for work on the employee's second day of rest, or third day of rest for employees with three (3) consecutive days of rest).

11.5.5.3 The maximum accrual shall be eighty (80) hours.

11.5.5.4 Employees will be allowed to use accrued compensatory time off by mutual agreement with their supervisor, and subject to any restrictions for such use established under the Fair Labor Standards Act (FLSA).

11.5.5.5 In the event an employee is affected by layoff from their regular position, the employer will payout the balance of the Employee's compensatory time balance at the employee's rate of pay at the time of layoff.

11.6 *Shift Differential*

Any employee whose regularly scheduled shift is the third shift (swing shift) as defined in 10.3.2 shall be paid a shift differential of one dollar and seventy-five cents (\$1.75) per hour for hours worked; any employee whose regularly scheduled shift is the first shift (graveyard) as defined in 10.3.2 shall be paid a shift differential of two dollars (\$2.00) per hour for hours worked. For purposes of shift differential payment, regularly scheduled includes scheduled overtime, but does not include call back or extension of shift overtime. Requested assignments made to accommodate an employee's personal situation and shifts picked up on overtime do not qualify for shift differential.

11.7 *Working Out-of-Class*

11.7.1 An employee who is temporarily assigned by management, in writing, to perform the assigned duties and responsibilities of a higher level position shall be paid either at a rate 5% above his/her current rate of pay, (not to exceed the top of the range for the out-of-class assignment), or at the entry rate of the higher job class, whichever is greater.

11.7.1.1 An employee must be assigned for a period of three (3) or more consecutive work days to receive out-of-class pay. The out-of-class pay shall be paid beginning with the first hour of the assignment.

11.7.2 The same employee shall not be assigned to the higher level duties for more than six (6) consecutive months unless specifically approved by the City Manager for extenuating circumstances. The Union will be given notice when management anticipates that an

employee will be performing the principle duties of a higher classification for a period of more than 30 days.

11.7.3 The out-of-class rate of pay shall apply for that time actually worked in the higher class. Periods of paid leave during the out-of-class assignment shall be compensated at the employee's normal rate of pay. Following a paid leave, the out-of-class pay shall resume on the first day returned; provided that the leave is for not more than fifteen (15) consecutive working days and the employee returns to the out-of-class assignment on the first day returned.

11.7.4 A position may be career developed up to a maximum of one (1) year.

12. Leave Benefits

12.1 Paid Time Off (PTO)

12.1.1 Employees shall accrue paid time off (PTO) in accordance with the schedule in Appendix B, to be used for vacation, illness or personal business.

Part-time employees assigned to a 0.50 – 0.90 FTE position will accrue PTO hours on a pro-rated basis to the maximum.

Bereavement leave and military leave are separate categories as specified in 12.4 and 12.5 of this article, below.

12.1.2 Employees may begin using accrued PTO hours as soon as the hours are earned in said bank. PTO hours accrued in a pay period cannot be used in the same pay period in which time is earned, i.e. PTO hours accrued in the 1st through the 15th pay period cannot be used until the 16th through the end of the month pay period and so forth.

An employee shall be paid for all earned and accrued PTO hours, as outlined in Appendix B, at the employee's current rate of pay when he/she terminates employment. All leave time may be used in a minimum of 30-minute segments.

12.1.3 PTO time off must be approved by the supervisor. Normally at least five (5) working days advance notice of the absence will be required unless mutually agreed upon shorter notice is provided. PTO scheduling within the division shall be based on seniority within the city and shall be limited to a two (2) week block per selection.

12.1.4 "Unscheduled PTO" is defined as time off that is requested less than twenty-four (24) hours prior to the day of the leave. Unscheduled PTO needs to be reflected on an employee's timecard. Guidelines on the frequency and use of unscheduled PTO time will be established within individual divisions or departments.

12.2 *Grandfathered Sick Leave Cash Out*

Any employee hired before January 1, 1980, and retiring from the Employer with a bank of grandfathered sick leave shall be paid a sum equal to 50 percent (50%) of his/her accrued and unused grandfathered sick leave.

12.3 *Paid Leave while on FMLA Leave*

If an employee is on authorized leave which qualifies as protected under applicable State and Federal leave laws, the employee shall use existing PTO, grandfathered sick leave, and/or compensatory time, with the choice of which category to draw on first at the employee's option. At the employee's option, the employee may reserve up to forty (40) hours of PTO leave in their bank and elect to take leave without pay.

12.4 *Bereavement Leave*

A maximum of forty (40) hours (pro-rated based on FTE) of bereavement leave shall be allowed when there is a death in an employee's immediate family.

Immediate family is defined as spouse, domestic partner, child, mother, father, brother, sister or step family, aunt, uncle, niece or nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparents and grandchildren, and grandparents and grandchildren of the spouse or member of the employee's household. Bereavement leave in excess of the durations identified above may be charged to an employee's PTO account or sick leave account, if applicable under FMLA or as required by law, with the approval of the supervisor. It is understood that the policy extends to similar members of a domestic partner's family as detailed above.

The City reserves the right to require documentation of the death using a standard form provided by the City.

12.5 *Military Leave*

The Employer abides by the provisions of the laws of the State of Washington and the Federal USERRA laws which stipulates that employees who are members of the National Guard or Federal Reserve Military Units are entitled to be absent from their duties for a period of up to twenty-one (21) days with pay during each military calendar year (October 1 through September 30) while engaged in the performance of ordered military duty and while going to or from such duty.

During periods of military conflict, an employee who is married to a military member of the US Armed Forces, National Guard or Reserves will be granted up to fifteen (15) days of unpaid leave before their deployment. Employees are eligible for this leave per deployment. The spouse must provide the Employer a copy of the member's orders.

12.6 *Family Leave – FMLA*

Under the terms of the Family and Medical Leave Act of 1993 (FMLA) and the state law, upon the completion of one (1) year of employment, any employee who has worked at least one thousand two hundred fifty (1,250) hours during the prior twelve (12) calendar months shall be entitled to up to twelve (12) weeks of leave in accordance with FMLA and based on a rolling twelve (12) month period for specified family and medical reasons as required by FMLA, and the Washington Family Care Act.

12.7 *Pregnancy/Childbirth Disability Leave*

When required by Washington State law, the Employer will grant a leave of absence for the period of temporary disability because of pregnancy or childbirth.

13. Holidays

13.1 The following days are recognized as legal paid holidays for which time off is to be granted:

New Year's Day -- January 1
Martin Luther King's Birthday - Third Monday in January
President's Day -- Third Monday in February
Memorial Day -- Last Monday in May
Independence Day -- July 4
Labor Day -- First Monday in September
Veterans Day - November 11
Thanksgiving Day -- Fourth Thursday in November
The day immediately following Thanksgiving Day
Christmas Day -- December 25

13.2 Any of the above holidays which may fall on a calendar Saturday shall be celebrated on the previous Friday; any of the above holidays which fall on a calendar Sunday shall be celebrated on the following Monday.

13.3 Any employee whose normal work schedule requires him/her to work on a holiday may schedule eight (8) hours off at any time after the holiday, mutually agreed upon by the supervisor and the employee. Any employee for whom a holiday falls on his/her normal day off shall be granted eight (8) hours into a holiday bank to use as time off in the future, after mutually agreed upon by the supervisor and the employee.

13.3.1 This holiday bank shall have a limit of forty (40) hours for each employee. Once the bank reaches the limit, all further time will be paid out at the appropriate rate.

13.4 Any employee who is on medically authorized sick leave when a holiday occurs will receive eight (8) hours pay for that holiday and will not have his/her sick leave accrual charged.

- 13.5 Any employee who works on a city holiday, or its equivalent for shift personnel, shall be paid double his/her base rate for hours worked, plus pay for the holiday. Hours worked beyond eight (8) on the holiday shall be compensated at triple the employee's regular rate.

14. Employee Insurance

- 14.1 Employees covered by this agreement will be provided insurance benefits as follows:

- 14.2 **Life Insurance.** Each employee shall receive a life insurance policy in an amount equal to 100% of the employee's annual salary, rounded to the next higher multiple of \$1,000. In addition, employees shall have the option of choosing dependent and/or additional life insurance on a payroll deduction basis.

- 14.3 **Long Term Disability.** Regular full-time and half-time bargaining unit employees will be covered by a City-paid group long-term disability insurance policy.

14.4 Health Insurance.

- A. Employees and their eligible dependents will have the option of selecting any combination of medical and dental coverage from the following:

a. **Medical**

- i. HMO Plan
- ii. HMO Plan – CDHP (Consumer Driven Health Plan)
- iii. PPO Plan
- iv. PPO Plan – CDHP (Consumer Driven Health Plan)

b. **Dental**

- i. PPO Plan
- ii. HMO Plan

B. **Consumer Driven Health Plans (CDHP).**

- a. CDHP's will include a Health Savings Account (HSA).
 - i. The City will make a contribution to the Employee's HSA in the following amounts:
 - 1. Employee-only coverage - \$1,500
 - 2. Employee plus one or more dependents - \$3,000
- b. Employees may also contribute pre-tax dollars to their HSA up to the limits allowed by law.

C. **Premiums.**

- 2021.** Beginning January 1, 2021, the City contribution will increase up to 5% of any increasing premium costs. This means the City will pay up to the first 5% of any increasing premium cost plus the City's previous year's premium sharing amount. The employee's share would be the previous year's

premium sharing amount plus any premium costs above 5%. See appendix C for a copy of the 2021 healthcare rates.

- E. In addition, members have an opt-out/cash-back option for eligible employees upon certification of other group coverage.
- F. **Flexible Spending Account (FSA).**
 - a. For employees enrolled in a non-CDHP plan: Employees will have the option of participating in a FSA for reimbursable medical costs, dependent care costs, or premium sharing costs.
 - b. For employees enrolled in a CDHP plan: Employees will have the option of participating in a FSA for dependent care costs.

14.5 It is understood that the type and level of benefits available from the City's health plan carriers may be changed from time to time by the carrier, and the City shall not have a duty or obligation to negotiate over such changes with the Coalition. Additionally, the City retains the right to change health plan providers as long as the new plan provides a comparable level of benefits as negotiated in this contract.

14.6 **Dental Insurance.**

The City will pay 100% of the employee and eligible dependent cost for selected dental insurance for the term of this agreement.

14.7 Medical and dental insurance premiums for regular part-time employees shall be paid by the Employer in the same portion as detailed in 14.4 above, and pro-rata, based on the employee's budgeted FTE (full-time equivalent).

14.8 The Labor-Management Insurance Committee will meet no less than annually to share information on benefits (including, but not limited to health, dental, life and long-term disability insurance). The City may also use this forum to gather feedback, ideas and alternatives to current plan offerings and/or designs as needed.

15. **Fitness for Duty**

The parties recognize that employees have the responsibility to report to work fit for duty.

15.1 To ensure physical and mental fitness, the employee may be required to provide to the Employer a fully completed certification from a medical and/or psychological provider on a City-provided form of the employee's fitness to perform the specific duties of their job or light duty alternative before returning to work.

15.2 The Employer also has the right to send employees for medical and/or psychological examinations at the City's expense for additional certification of fitness for duty whenever the

Employer reasonably believes that the employee is not fit for duty or may be a danger to themselves or others.

- a. Should the findings of the employer requested medical and/or psychological exam have an adverse effect on the employee's employment, the employee will have an opportunity, at their sole discretion and expense, for a second examination.

- 15.3 The City shall comply with all applicable medical records confidentiality laws associated with any employee medical information.

16. Retirement Plan

- 16.1 All eligible employees and the Employer shall participate in the Washington Public Employees Retirement System (PERS) to the extent provided for by Washington state law.

17. Training Program

- 17.1 Training shall be scheduled by the Employer. Time spent in training shall be paid in compliance with the requirements of the Federal FLSA and applicable Washington State law. If the employee receives notification of essential certification requirements from the certifying agency, the employee has a responsibility to inform the Employer in a timely manner. City required safety and health trainings are not covered by this employee notification requirement.
- 17.2 Every effort will be made to schedule required training during on-duty time. Personnel may be scheduled and required to attend training outside of their normal shift.
- 17.3 Employees who desire tuition aid for specialized individual training or academic training may submit their request in accordance with City of Vancouver Policies and Procedures.
- 17.4 Any employee required to possess a certification for his/her position shall obtain such certification within the timeline established by the job announcement and/or offer letter, and shall maintain such certification during his/her tenure in such position. Failure to either obtain or maintain required certification(s) may be grounds for actions pursuant to Article 22 of this contract if the Employer has fulfilled their responsibility in accordance with subsections 17.1 and 17.2 above.

18. Clothing, Tools and Safety Equipment

- 18.1 The Employer shall purchase and replace such clothing, uniforms, and other equipment as designated by the department head, and shall make all necessary replacements as the need arises. All uniforms or equipment being replaced shall be returned to the Employer at the time of replacement.
- 18.2 Employees agree to maintain all clothing and equipment in good condition and not subject it to abuse beyond the regular call of duty.

19. Driver's Licenses

- 19.1 The parties recognize that the Federal Highway Administration (FHWA) has established regulations for employees required to have a Commercial Driver's license (CDL).

All employees in applicable positions are expected to obtain and maintain a commercial driver's license with such endorsement as necessary to operate vehicles assigned to their work unit.

Employees new to a position requiring a CDL shall be allowed up to six (6) months to obtain a CDL permit and up to one year to obtain the license. Both dates start from the date of hire into the position requiring a CDL. Failure to either obtain or maintain the required CDL may be grounds for discipline up to and including termination of employment.

The City will provide:

- 19.1.1 An opportunity for each employee to develop the skill required to obtain the license.
 - 19.1.2 Reimbursement for fees to obtain the license and endorsements, provided that if the employee incurs additional charges because he or she fails any part of the exam, those charges shall be the employee's responsibility.
 - 19.1.3 The required medical/physical examination, provided that, at the city option, the city may reimburse the employee for a physical examination by a physician of the Employer's choice. An employee wishing to use his or her own physician when the city offers a paid examination with its own physician will not be reimbursed for the examination.
 - 19.1.4 Use of a city vehicle to take the practical/driving portion of the examination, on city time, provided that the city may require the employee demonstrate proficiency in operating the vehicle in a trainee capacity before allowing the employee to use the vehicle in the driving test.
 - 19.1.5 All employees required to maintain a Commercial Drivers' License shall be subject to all rules and regulations issued by the federal government including requirements for drug testing.
- 19.2 For those employees who must drive vehicles to carry out their job as determined by the Employer, if any employee has his/her driver's license (or CDL for those employees required to have a CDL) revoked or suspended for one hundred twenty (120) days or less, then the Employer will make a reasonable effort to reassign the employee to jobs not requiring driving. If such reassignment is not practical, the employee shall be suspended without pay. The employee may elect to take other appropriate available leave (accrued PTO or compensatory time) in lieu of suspension without pay. If the employee's driver's license (or CDL for those employees required to have CDL) is revoked or suspended for more than one hundred twenty (120) days, then the

Employer shall make a reasonable effort to reassign the employee. If such reassignment is not practical, the employee shall be immediately discharged.

If an employee has been discharged from employment with the City for the loss of their required driver's license or CDL and is actively appealing the basis for the loss through the justice system, the City will consider them eligible for appointment to the next available position for which they are qualified if their appeal is successful and their required driver's license or CDL is reinstated within one year from the date of loss. An employee receiving an appointment to a position will return with the seniority and accrual rates that they had at the time they were discharged. Only employees who fit this specific criterion will be given this consideration.

- 19.3. Notwithstanding the provision of section 19.2 above, the Employer retains the right to pursue actions under Article 22 for inappropriate workplace behavior which results in their driver's license (or CDL for those employees required to have a CDL) being revoked or suspended.
- 19.4. If an employee in a job which requires a driver's license (or CDL for those employees required to have a CDL) has their license revoked or suspended for medical reasons, the Employer will make a reasonable effort to reassign the employee to duties which do not require a driver's license (or CDL for those employees required to have a CDL) and for which the employee is qualified. The Employer will not create work or a position to accommodate the employee. If the Employer is not able to find existing work to which the employee can be assigned, then the employee may be separated from employment in accordance with public laws, this contract and city policies.

20. Mileage Reimbursement, Parking Rates and Commute Trip Reduction (CTR)

- 20.1 Mileage Reimbursement- Some jobs may require the use of an individual employee's automobile. In the event this is required by the Employer, it will pay the employee a mileage reimbursement at the rate established by the Internal Revenue Service.
- 20.2 Parking Rates – City employees who work in the downtown area pay for parking in City-owned or -operated lots or on permitted street spaces. The rates below are applicable to those employees who currently work downtown or who will work downtown in the future.

- 20.2.1 City-Owned or -Operated Lot Rates and On-Street Parking.

- With respect to all parking options, city employees will be expected to pay the prevailing parking rates.

- 20.2.3 Payment of Parking Fees

- City work locations in the downtown area require employees to pay for parking should they want to park in a City owned or operated lot or in a permitted on-street parking space. Employees not currently paying parking fees because of their work

location or commuting choice are subject to paying fees if their work location or commuting choice changes to one where parking fees are in effect. Conversely, employees who currently work in the downtown area and pay for parking will not be subject to that requirement should they relocate to an area where parking fees are not charged.

20.3 Commute Trip Reduction – The City participates in a Commute Trip Reduction (CTR) program and encourages employees to use alternate modes of transportation to get to and from work. For employees who use alternate modes of transportation for their work commute at least 60% of their scheduled work time (based on mandatory monthly self-reporting), the City will provide:

- a. a taxable cash incentive (\$25) for bicycling, walking, or carpooling to work; or
- b. 100% of the cost of a bus pass; or
- c. the option of a vanpool and will pay a variable amount (amount depends on the numbers of participants) to participating employees.

Incentives are currently available to all participating employees, regardless of their current work location.

21. Grievance Procedure

21.1 Definition

For purposes of this Agreement, the term "grievance" means any dispute between the Employer and the Union or an employee concerning the application or interpretation of the terms of this Agreement.

21.2 Procedure

The Union and Employer agree that written grievances alleged under this procedure will be subject to sincere and genuine efforts being made by the parties to adjust all problems at the lowest level possible, and in a manner consistent with the requirements in this Article.

Any grievance raised shall be limited to the written statement of grievance as provided for in the initial applicable step as identified herein.

A written grievance shall be required to include the following information:

- a. Set forth the section(s) of the agreement allegedly violated and state the specific nature of the violation.
- b. Indicate the date(s) of the incident(s) grieved.
- c. Specify the remedy or solution to the grievance sought by the employee(s).
- d. Signed by the identified grievant(s), or in the case of a group grievance, signed by the steward of record.

Grievances shall be processed in accordance with the following procedures and may be submitted at the appropriate step, as mutually agreed:

- 21.2.1 Step 1: If a grievance is to be advanced under this procedure, it shall be presented by the employee to his/her immediate management representative (not covered by this Agreement) within ten (10) working days from the date the employee had knowledge or should have had knowledge of the alleged breach or violation of this Agreement.

The management representative (not covered by this Agreement) shall meet with the aggrieved employee and the Union steward within ten (10) working days of the management representative's (not covered by this Agreement) receipt of the grievance. The parties agree to make every effort to settle the grievance promptly at this stage. Within ten (10) working days after such meeting, the management representative (not covered by this Agreement) shall mail or deliver a copy of his/her decision to the aggrieved employee, the Union and the department head.

- 21.2.2. Step 2: If the grievance remains unresolved after a decision is rendered by the management representative (not covered by this Agreement), it shall be reduced to writing and delivered to the department head or designee, within ten (10) working days after mailing or delivery of the decision reached in Step 1, above.

The department head or their designee and management representative (not covered by this Agreement), shall convene a meeting with the aggrieved employee and Union representative within ten (10) working days of receipt of the grievance. The department head or designee shall make a decision on the matter within ten (10) working days of such meeting. Copies of the written decision shall be mailed or hand delivered to the aggrieved employee, the Union and the City Manager.

- 21.2.3 Step 3: If the grievance remains unresolved after the decision has been rendered by the department head or designee, the Union shall in writing deliver the grievance to the City Manager or his/her designated representative, with a copy to the department head, within ten (10) working days after mailing or delivery of the decision reached in Step 2. The City Manager or his/her designee shall convene a meeting of the aggrieved, the Union representative, the department head, and other directly involved individuals as determined by the parties to be appropriate, within ten (10) working days of receipt of the written grievance and shall render his/her decision within ten (10) working days of such meeting with copies of the aggrieved employee, the Union and the department head.

- 21.2.4 The Union will attempt to explain to management why the grievance is still unresolved as it moves up the steps towards arbitration, but the explanation will not have merit as to the step advancement.

21.3 *Arbitration*

If the grievance remains unresolved after a decision is rendered in Step 3 above, it may be submitted by the Union to a mutually acceptable arbitrator as hereinafter provided. If the Union wishes to proceed to arbitration, such notice must be provided by the Union to the City Manager within fifteen (15) working days following the Union's receipt of the City Manager's decision as outlined in Step 3.

Should the grievance be submitted to arbitration, the parties shall mutually select a disinterested third party to serve as arbitrator. In the event the Employer and the Union are unable to agree on an arbitrator, the arbitrator shall be selected by the process of alternately striking from a panel of eleven (11) arbitrators from the Pacific Northwest region as furnished by the Federal Mediation and Conciliation Service (FMCS) or other mutually agreed to similar organization. The Union shall strike the first name. The request for an arbitrator shall state the general nature of the issue. The city and the Union will jointly share the fee for selection and services of an arbitrator. Each party shall pay the fees and expenses of their own attorneys, representatives and witnesses.

The arbitrator shall render a decision as promptly as possible. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and/or the Union and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the specific terms of the agreement and shall not have jurisdiction to add to, detract from, or alter in any way, the provisions of this Agreement.

A decision within the jurisdiction of the arbitrator shall be final and binding upon all parties. The parties shall abide by the award made in connection with any arbitral difference.

21.4 *Discipline or Termination Grievances and Grievances Subject to Group Filing*

A grievance of a disciplinary or termination action, or a group grievance that affects a significant portion of the employees in the bargaining unit may be introduced by the Union in written form to the department head or designee as set forth in Step 2 of the grievance procedure, and proceed as set forth there from.

21.5 *Time Restriction*

If the grievance is not filed or advanced in accordance with the time limits set forth within the procedure, the grievance shall be considered non-submitted or resolved on the basis of the Employer's last response. A grievance not responded to by the Employer within the prescribed time limits shall be granted, provided that the remedy sought conforms to the provisions of this agreement and applicable laws. The parties may mutually agree to extend the time limits for any step of this procedure and any extension shall be reduced to writing for a specified period of time. All references to "working days" in this Article shall exclude Saturdays, Sundays, and all holidays recognized in Article 13 of this Agreement.

22. Employee Discipline and Termination

- 22.1 The Employer may discipline or discharge any newly hired or rehired employee at any time during the initial probationary period, with or without cause, and such discipline or discharge shall not be subject to appeal.
- 22.2 The Employer may, in good faith for just cause, take disciplinary action by written reprimand, suspension, transfer, delay of step increase, demotion or discharge. The degree of discipline administered shall depend on the severity of the infraction. Disciplinary action must be issued within thirty (30) calendar days after the Employer became aware of the offense, unless based on an extended pattern of performance or behavior. The thirty (30) calendar day timeline set forth herein may be extended upon mutual agreement between the Employer and the Union, except in cases of employee absence for any purpose and/or the unavailability of a Union representative. In those cases, the Employer is to issue the discipline to the employee upon his/her return to work and/or upon the next date of availability of a Union representative. Written reprimands may be grieved up to the City Manager or their designee, but not arbitration unless and until such time as such written reprimands are relied upon to support subsequent and timely discipline including suspension, transfer, delay of step increase, demotion or discharge.
- 22.3 The Employer shall not take any disciplinary action as defined in this section without giving the employee the right to have a Union representative present. If an employee(s) is requested to attend any meeting for the purpose of investigation, where such investigation may lead to discipline or discharge of that employee, that employee(s) will be informed of their right to have Union representation present before such meeting is to take place. The employee shall be provided a letter setting forth the reason(s) for such action at the time such action is taken or shortly thereafter.
- 22.4 Employees shall be given the opportunity to read and answer all disciplinary letters before placement of such material into their official personnel file maintained by Human Resources and will be requested to sign such letters. Signature thereon shall not be construed as admission of guilt or concurrence with the discipline, but rather an indication that the employee has seen and comprehends the gravity of the disciplinary action.
- 22.5 Copies of written reprimands and other disciplinary letters will be provided to the Union. After six (6) months, copies of written reprimands will be used only to indicate trends of behavior which may lead to discipline and/or discharge.
- 22.6 Only management representatives who are not covered by this agreement may discipline employees above a written reprimand.

23. Performance Evaluations

- 23.1 Each employee's job performance shall be reviewed and evaluated at least annually.
- 23.2 Performance evaluations are not disciplinary and are not subject to the grievance procedure.

- 23.3 An employee may append his/her written comments to the performance evaluation report. Employee comments must be attached and submitted with the signed performance evaluation to human resources.

24. Tobacco Free Work Environment

- 24.1 All city facilities, including city-owned buildings, vehicles, individual employee offices, and offices or other facilities rented or leased by the city will be tobacco free.

25. Non-Reduction of Wages and Working Conditions

- 25.1 The parties hereto agree that the wages and working conditions in effect and now being paid to and enjoyed by the members of the Union shall not be reduced in view of the provisions of this agreement; provided, nothing in this section shall be construed to limit in any way, the Employer's rights under Article 3., Rights of Management, above, or to make changes in current practices, provided: (1) Advance notice of the change is given to the Union and affected employees, and, (2) Reasonable opportunity is provided to discuss the change with the city.

26. Layoff, Recall, and Bumping

26.1 Layoff Procedure – Layoffs or reductions-in-force (including transfers for this purpose and reduction in hours) may be undertaken by the City due to budgetary reductions, organizational restructuring, lack of work, reduction or elimination of funds, material change in duties or organization, reduction-in-force or workload.

26.2 Alternatives to Layoff - The City will attempt to avoid layoffs, and whenever possible, shall consider alternatives to layoffs before final decisions are made. At the discretion of the City, these considerations may include:

26.2.1 To avoid layoff an employee may transfer to a vacant position, if available. An employee may be eligible for a transfer provided that he/she meets the minimum qualifications for the job.

26.2.2 The City shall notify each employee subject to layoff of his/her rights and responsibilities as described in this Article. Such notification shall be reduced to writing and incorporated in each layoff notice the City issues to an employee subject to layoff.

26.3 After the City has identified the job classification, division (e.g. Grounds and Equipment Services), work group (e.g. Code Enforcement, Building Inspection, and Plans Examiners) or program area (e.g. Building and Code Compliance) being reduced, layoffs and resource reductions will be made in the following order:

26.3.1 Category 1 [Temporary, OSC, seasonal] and Category 2 [less than full-time, newly hired probationary employees] shall be laid-off prior to regular status, full-time employees. Part-time regular employees cannot bump less senior regular full-time employees.

26.3.2. The order in which employees will be laid off shall be determined based on Joint Labor Coalition seniority as defined in Section 26.7 of this Article.

26.3.3 Any exception to this will be mutually agreed to by the Union and City.

- 26.4 When an employee is identified for a layoff or reduction-in-force, he/she shall be permitted to move into a job or classification which he/she currently holds or has previously held, provided that the employee meets the minimum qualifications for the job. In doing so, he/she may “bump” the least senior employee in that job or classification within the bargaining unit. Bumping may only occur within the same bargaining unit.

An employee who bumps into a new position as an alternative to layoff and who fails to perform the functions of the new position during probation will be placed on the reinstatement list. Such employees will only be eligible for reinstatement to the position from which they were laid off. Failure to pass probation for reasons other than performing the functions of the new position may result in termination in accordance with Article 22.

- 26.5 Notice to Union – Representatives of the City and the Union shall meet within fifteen (15) working days after the City has officially determined that a layoff or reduction-in-force will affect any Union member. At this meeting, the City shall inform the Union of the details of the layoff and provide a current seniority list as well as any other relevant information.
- 26.6 Notice to Employees – Each employee identified for layoff shall be given at least thirty (30) calendar days’ notice of such layoff in writing, with a copy to the Union. Employees who remain may be assigned the additional duties of those lower classified positions that were laid off. Such a situation will not result in a decrease in pay or downward reclassification.

26.6.1 Once the City has notified the affected employee of layoff and there is an available vacant position or a position for the employee to bump into, if any, he/she must notify Human Resources in writing of his/her intent to accept a vacant position or exercise bumping rights within ten (10) working days of the initial layoff notice. If notification is not received within the allotted time, rights to vacant positions or to bump shall be waived by the employee. The Employee will subsequently be placed on the reinstatement list.

- 26.7 Seniority – Seniority for the purposes of layoff, recall and bumping shall be based upon City seniority for all members covered under this Agreement as of the date of contract ratifications, thereafter employees transferring into any bargaining unit subject to this Agreement, shall have seniority defined as the employees most recent date of hire within the Joint Labor Coalition. Should the seniority of any two or more employees be equal, the respective seniority rights of such employees shall be determined by date of application, and if that is the same, the affected employees shall draw lots. Employee seniority shall not be reduced because of unpaid leave due to protected leave provisions as provided for under state and federal regulations.
- 26.8 Recall – Employees who have been laid off, or transferred as an alternative to layoff, are eligible for reinstatement for a period of a maximum of thirty-six (36) months following the date of

layoff. The names of persons laid off will be placed on a reinstatement list. When a vacancy occurs in the same job classification for which there exists a reinstatement list, the City will fill the vacancy using that list with the understanding that employees must meet the required minimum qualifications for the position to which they would be reinstated. If there is more than one employee on the reinstatement list eligible for a vacancy in a particular job class, the City will use seniority as defined in Article 26.7 in determining who shall be offered reinstatement. Reinstatement notices will be sent by certified mail to the last address reflected in the employee's official personnel file.

26.8.1 Employees in a reinstatement status may also apply and be considered for job openings outside their job classification prior to or after layoff. When an employee is reinstated within thirty-six (36) months to the job from which they were laid off, they will be placed into the same step occupied at the time of the layoff and will not serve an additional probationary period. Any recalled or reinstated employee will have their PTO accrual rates and sick leave balance and accrual rates restored to the same levels as of the date of layoff.

26.8.2 Any employee who is reinstated to a job other than the position from which they were laid off may serve a new probationary period. Employees will also be placed into the salary schedule for the new position consistent with the applicable salary schedule or guidelines.

26.8.3 Once an employee on the reinstatement list is offered a position, the employee must respond within fourteen (14) calendar days of the date of the notice, unless extended by mutual consent. The employee shall be responsible for notifying the Human Resources Department of any change in his/her address or telephone number while on layoff status.

26.8.4 Benefit accrual and service credit will be discontinued while in a layoff status of thirty (30) or more days. However, upon reinstatement, an employee's most recent hire date will be maintained, but the employee's service date will be adjusted to deduct the time spent in layoff status.

26.9 Eligibility for reinstatement ends if:

26.9.1 The employee refuses to accept an offer of reinstatement to a position in the same classification as that from which he/she was laid off.

26.9.2 The employee fails to respond to an offer of reinstatement within fourteen (14) calendar days following the date the offer is mailed.

26.9.3 The employee requests in writing to be removed from the reinstatement list.

26.9.4 The employee resigns or retires.

Definitions:

- A. Transfer (moves laterally) – The movement from one position within a job classification to another position within the same job classification or pay range. A transferred employee would be placed at the same step in the same range as the position that they transferred from. Terms and conditions of transfers are provided in Article 9.3.
- B. Demotion – The movement from a higher paid job classification to a lower paid job classification. An employee accepting a demotion may serve a probationary period and would be placed at the top step of the lower job classification range or the step in the job classification range that provides the least amount of decrease in pay.

27. Contracting-Out/Out-Sourcing

27.1 Should the City contract-out or out-source work which is currently being performed by Coalition Union employees, the City shall inform the Coalition and each affected Union and shall meet with the Coalition to impact bargain the effects.

27.2 Notwithstanding 27.1, the following notification and other procedures with regard to contracting out and outsourcing of bargaining unit work shall be implemented as indicated below.

27.2.1 The City shall inform the Union at least thirty (30) days prior to making a decision to pursue the contracting out or outsourcing of work. The City shall provide the Union an opportunity for discussion of the matter, including alternative methods of performing the work and the effects on bargaining unit employees. During this thirty (30) day period the Union shall have the opportunity to submit an alternate proposal. The City will give the Union's proposal due consideration. At the end of the thirty (30) day period, the City shall determine next steps in the implementation of its decision.

27.3 If the Employer does not accept a union-proposed alternative and reaches a decision to implement a plan that displaces bargaining unit members, the parties shall enter into impact bargaining as identified under the provisions of 27.1

28. Temporary or Seasonal Workers

28.1 "Temporary or seasonal worker" for purposes of this article shall mean one who is hired to work not more than 1,040 hours in any twelve (12) consecutive month period. Temporary workers will not be used for more than the 1,040 period. The Employer will not rotate temporaries through the same regular positions.

28.2 The intended use of temporary or seasonal workers by the Employer is to cover seasonal workloads and to fill unexpected vacancies created by a sudden increased work load, termination or disabilities of regular full time employees. It is acknowledged that there will be exceptions to this policy. Exceptions to this policy shall be mutually agreed upon in writing by the City and the Union.

28.3 Temporary or seasonal workers will not be allowed to work scheduled overtime until regular full or half-time employees within that work unit have had the opportunity to work the overtime. The Employer will make a good faith effort to notify regular employees of overtime opportunities before such work is offered to temporary workers. This will not preclude temporary or seasonal workers from working overtime which extends beyond the end of their shift or emergency situations.

28.4 The Employer will make all records of temporary or seasonal workers, the date they started, and total hours worked, available to the Union upon request.

29. Conflict of Contract and City Employment Policies

29.1 It is agreed that the intention of the parties to this agreement is that this agreement and all working agreements shall be consistent with the City Employment policies and that where it is found that the provisions of such an agreement are in conflict with the City Employment policies that the language of the agreement shall control.

29.2 Employees represented by this contract will be under the City's Employment Policy Manual. It is the intent that departmental rules shall be superseded by the City's Employment Policy Manual. If a situation occurs in which there is a difference between City rules/policies, and those of the department, Human Resources will meet with the Union and the affected department to reach a mutually agreeable solution.

29.3 Conflict in Language. When language in the Master Agreement conflicts with language in any applicable addendum, the applicable addendums shall take precedence over the Master Agreement.

30. Separability Clause

30.1 If an article of this agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any article should be restrained by such tribunal, the remainder of this agreement shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article.

31. Termination and Renewal

31.1 This agreement and all attachments hereto shall be in full force and effect from January 1, 2021 through December 31, 2021 and shall continue in effect if renewed or extended by mutual agreement.

31.2 Not more than one hundred twenty (120) days and not less than sixty (60) days prior to the end of the contract, either party may notify the other in writing of its desire to terminate or modify the agreement; provided that an earlier commencement may be scheduled by mutual agreement.

32. Labor-Management Committee

32.1 The Employer and the Coalition have established a labor-management committee which will meet on a regular basis. The committee shall include one (1) bargaining unit member and one (1) Union Staff Representative or Business Agent from each Union and not more than ten (10) management representatives. Topics for the agenda will be shared at least one (1) week before the meeting. Issues not covered by the contract, clarification of contract issues, various surveys and committee work related to mandatory bargaining subjects and city employment policies shall be regular agenda items for this committee.

Dated this _____ day of _____, 2021.

For the Employer

For the Union

Eric Holmes, City Manager

Walter LaChapelle, Teamsters, Local #58

Lisa Takach, HR Director

Nichet Newsome, IAM, District Lodge #W24

Carol Krohn, Plumbers & Steamfitters, #290

Approved as to form:

Jonathan Young, City Attorney

Attest:

Natasha Ramras, City Clerk

Appendix A - Pay Ranges

2021 Salary Schedule adjusted by 2% effective 1-1-2021

Joint Coalition 2021 Salary Ranges January 1, 2021 - December, 2021

Range Number	Bargaining Unit	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1		\$ 3,030	\$ 3,137	\$ 3,246	\$ 3,360	\$ 3,478	\$ 3,600	\$ 3,725	\$ 3,874
2		\$ 3,106	\$ 3,215	\$ 3,327	\$ 3,444	\$ 3,566	\$ 3,690	\$ 3,818	\$ 3,971
3		\$ 3,184	\$ 3,296	\$ 3,411	\$ 3,530	\$ 3,654	\$ 3,782	\$ 3,914	\$ 4,071
Vehicle Service Worker I IAM									
3M January - June	IAM	\$ 2,733	\$ 2,845	\$ 2,960	\$ 3,079	\$ 3,203	\$ 3,331	\$ 3,463	\$ 3,620
Vehicle Service Worker I IAM									
3M July - December	IAM	\$ 2,706	\$ 2,818	\$ 2,933	\$ 3,052	\$ 3,176	\$ 3,304	\$ 3,436	\$ 3,593
Vehicle Service Worker I IAM									
4		\$ 3,264	\$ 3,377	\$ 3,496	\$ 3,619	\$ 3,745	\$ 3,877	\$ 4,013	\$ 4,173
5		\$ 3,346	\$ 3,463	\$ 3,584	\$ 3,709	\$ 3,839	\$ 3,972	\$ 4,111	\$ 4,276
6		\$ 3,429	\$ 3,549	\$ 3,674	\$ 3,802	\$ 3,935	\$ 4,072	\$ 4,215	\$ 4,383
7		\$ 3,515	\$ 3,638	\$ 3,765	\$ 3,896	\$ 4,034	\$ 4,175	\$ 4,320	\$ 4,492
8		\$ 3,603	\$ 3,729	\$ 3,859	\$ 3,993	\$ 4,133	\$ 4,279	\$ 4,428	\$ 4,605
9		\$ 3,692	\$ 3,821	\$ 3,957	\$ 4,094	\$ 4,237	\$ 4,385	\$ 4,539	\$ 4,721
Vehicle Service Worker II IAM									
9M January - June	IAM	\$ 3,241	\$ 3,370	\$ 3,506	\$ 3,643	\$ 3,786	\$ 3,934	\$ 4,088	\$ 4,270
Vehicle Service Worker II - Fire IAM									
9M July - December	IAM	\$ 3,214	\$ 3,343	\$ 3,479	\$ 3,616	\$ 3,759	\$ 3,907	\$ 4,061	\$ 4,243
Vehicle Service Worker II - Fire IAM									
10		\$ 3,785	\$ 3,917	\$ 4,053	\$ 4,197	\$ 4,344	\$ 4,494	\$ 4,652	\$ 4,838

10T	Teamsters	\$ 3,577	\$ 3,709	\$ 3,845	\$ 3,989	\$ 4,136	\$ 4,286	\$ 4,444	\$ 4,630
Maintenance Worker I - Grounds		Teamsters							
11		\$ 3,880	\$ 4,016	\$ 4,155	\$ 4,301	\$ 4,452	\$ 4,607	\$ 4,769	\$ 4,959
Vehicle Parts Specialist		IAM							
11M January - June	IAM	\$ 3,429	\$ 3,565	\$ 3,704	\$ 3,850	\$ 4,001	\$ 4,156	\$ 4,318	\$ 4,508
Vehicle Parts Specialist - Fire		IAM							
11M July - December	IAM	\$ 3,402	\$ 3,538	\$ 3,677	\$ 3,823	\$ 3,974	\$ 4,129	\$ 4,291	\$ 4,481
Vehicle Parts Specialist - Fire		IAM							
12		\$ 3,975	\$ 4,117	\$ 4,260	\$ 4,408	\$ 4,563	\$ 4,723	\$ 4,888	\$ 5,084
13		\$ 4,076	\$ 4,219	\$ 4,366	\$ 4,520	\$ 4,677	\$ 4,840	\$ 5,010	\$ 5,209
Senior Vehicle Parts Specialist		IAM							
13M January - June	IAM	\$ 3,625	\$ 3,768	\$ 3,915	\$ 4,069	\$ 4,226	\$ 4,389	\$ 4,559	\$ 4,758
Senior Vehicle Parts Specialist		IAM							
13M July - December	IAM	\$ 3,598	\$ 3,741	\$ 3,888	\$ 4,042	\$ 4,199	\$ 4,362	\$ 4,532	\$ 4,731
Senior Vehicle Parts Specialist		IAM							
13T	Teamsters	\$ 3,868	\$ 4,011	\$ 4,158	\$ 4,312	\$ 4,469	\$ 4,632	\$ 4,802	\$ 5,001
Maintenance Worker II - Grounds		Teamsters							
14		\$ 4,178	\$ 4,323	\$ 4,475	\$ 4,632	\$ 4,794	\$ 4,962	\$ 5,136	\$ 5,342
15		\$ 4,282	\$ 4,432	\$ 4,587	\$ 4,747	\$ 4,914	\$ 5,086	\$ 5,263	\$ 5,473
15T	Teamsters	\$ 4,074	\$ 4,224	\$ 4,379	\$ 4,539	\$ 4,706	\$ 4,878	\$ 5,055	\$ 5,265
Grounds Maintenance Specialist I		Teamsters							
16		\$ 4,389	\$ 4,543	\$ 4,702	\$ 4,867	\$ 5,037	\$ 5,211	\$ 5,397	\$ 5,612
17		\$ 4,500	\$ 4,656	\$ 4,820	\$ 4,988	\$ 5,162	\$ 5,345	\$ 5,529	\$ 5,751
17T	Teamsters	\$ 4,292	\$ 4,448	\$ 4,612	\$ 4,780	\$ 4,954	\$ 5,137	\$ 5,321	\$ 5,543
Grounds Chemical Specialist		Teamsters							
Grounds Maintenance Specialist II		Teamsters							

Irrigation Specialist		Teamsters							
18		\$ 4,612	\$ 4,773	\$ 4,939	\$ 5,112	\$ 5,293	\$ 5,476	\$ 5,669	\$ 5,896
19		\$ 4,727	\$ 4,892	\$ 5,063	\$ 5,241	\$ 5,423	\$ 5,615	\$ 5,809	\$ 6,042
19T	Teamsters	\$ 4,519	\$ 4,684	\$ 4,855	\$ 5,033	\$ 5,215	\$ 5,407	\$ 5,601	\$ 5,834
Lead Maintenance Worker - Grounds		Teamsters							
20		\$ 4,845	\$ 5,015	\$ 5,191	\$ 5,370	\$ 5,560	\$ 5,754	\$ 5,955	\$ 6,193
Mechanic		IAM							
21		\$ 4,966	\$ 5,140	\$ 5,318	\$ 5,507	\$ 5,698	\$ 5,898	\$ 6,105	\$ 6,348
22		\$ 5,090	\$ 5,267	\$ 5,454	\$ 5,642	\$ 5,841	\$ 6,046	\$ 6,257	\$ 6,508
Building Inspector I		Plumbers & Steamfitters							
23		\$ 5,216	\$ 5,401	\$ 5,588	\$ 5,784	\$ 5,987	\$ 6,195	\$ 6,414	\$ 6,670
Plans Examiner I		Plumbers & Steamfitters							
24		\$ 5,349	\$ 5,534	\$ 5,729	\$ 5,929	\$ 6,136	\$ 6,352	\$ 6,573	\$ 6,836
Senior Mechanic Code Enforcement Officer		IAM Plumbers & Steamfitters							
24M January - June	IAM	\$ 4,898	\$ 5,083	\$ 5,278	\$ 5,478	\$ 5,685	\$ 5,901	\$ 6,122	\$ 6,385
Emergency Equipment Mechanic		IAM							
24M July - December	IAM	\$ 4,871	\$ 5,056	\$ 5,251	\$ 5,451	\$ 5,658	\$ 5,874	\$ 6,095	\$ 6,358
Emergency Equipment Mechanic		IAM							
25		\$ 5,480	\$ 5,673	\$ 5,871	\$ 6,077	\$ 6,290	\$ 6,511	\$ 6,739	\$ 7,007
26		\$ 5,619	\$ 5,815	\$ 6,018	\$ 6,229	\$ 6,448	\$ 6,673	\$ 6,906	\$ 7,183
27		\$ 5,759	\$ 5,961	\$ 6,170	\$ 6,385	\$ 6,610	\$ 6,839	\$ 7,079	\$ 7,362
Plans Examiner II		Plumbers & Steamfitters							
28		\$ 5,902	\$ 6,110	\$ 6,324	\$ 6,545	\$ 6,774	\$ 7,011	\$ 7,255	\$ 7,546

18	\$ 4,612	\$ 4,773	\$ 4,939	\$ 5,112	\$ 5,293	\$ 5,476	\$ 5,669	\$ 5,896
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19	\$ 4,727	\$ 4,892	\$ 5,063	\$ 5,241	\$ 5,423	\$ 5,615	\$ 5,809	\$ 6,042
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19T	Teamsters	\$ 4,519	\$ 4,684	\$ 4,855	\$ 5,033	\$ 5,215	\$ 5,407	\$ 5,601	\$ 5,834
Lead Maintenance Worker - Grounds Teamsters									

20	\$ 4,845	\$ 5,015	\$ 5,191	\$ 5,370	\$ 5,560	\$ 5,754	\$ 5,955	\$ 6,193
Mechanic IAM								

21	\$ 4,966	\$ 5,140	\$ 5,318	\$ 5,507	\$ 5,698	\$ 5,898	\$ 6,105	\$ 6,348
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22	\$ 5,090	\$ 5,267	\$ 5,454	\$ 5,642	\$ 5,841	\$ 6,046	\$ 6,257	\$ 6,508
Plumbers & Steamfitters Building Inspector I								

23	\$ 5,216	\$ 5,401	\$ 5,588	\$ 5,784	\$ 5,987	\$ 6,195	\$ 6,414	\$ 6,670
Plans Examiner I	Plumbers & Steamfitters							

24	\$ 5,349	\$ 5,534	\$ 5,729	\$ 5,929	\$ 6,136	\$ 6,352	\$ 6,573	\$ 6,836
Senior Mechanic Code Enforcement Officer IAM Plumbers & Steamfitters								

24M January - June	IAM	\$ 4,898	\$ 5,083	\$ 5,278	\$ 5,478	\$ 5,685	\$ 5,901	\$ 6,122	\$ 6,385
Emergency Equipment Mechanic	IAM								

24M July - December	IAM	\$ 4,871	\$ 5,056	\$ 5,251	\$ 5,451	\$ 5,658	\$ 5,874	\$ 6,095	\$ 6,358
Emergency Equipment Mechanic	IAM								

25	\$ 5,480	\$ 5,673	\$ 5,871	\$ 6,077	\$ 6,290	\$ 6,511	\$ 6,739	\$ 7,007
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26	\$ 5,619	\$ 5,815	\$ 6,018	\$ 6,229	\$ 6,448	\$ 6,673	\$ 6,906	\$ 7,183
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27	\$ 5,759	\$ 5,961	\$ 6,170	\$ 6,385	\$ 6,610	\$ 6,839	\$ 7,079	\$ 7,362
Plans Examiner II	Plumbers & Steamfitters							

28	\$ 5,902	\$ 6,110	\$ 6,324	\$ 6,545	\$ 6,774	\$ 7,011	\$ 7,255	\$ 7,546
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Building Inspector II		Plumbers & Steamfitters								
28M January - June		IAM	\$ 5,451	\$ 5,659	\$ 5,873	\$ 6,094	\$ 6,323	\$ 6,560	\$ 6,804	\$ 7,095
Senior Emergency Equipment Mechanic		IAM								
28M July - December		IAM	\$ 5,424	\$ 5,632	\$ 5,846	\$ 6,067	\$ 6,296	\$ 6,533	\$ 6,777	\$ 7,068
Senior Emergency Equipment Mechanic		IAM								
28T		Teamsters	\$ 5,694	\$ 5,902	\$ 6,116	\$ 6,337	\$ 6,566	\$ 6,803	\$ 7,047	\$ 7,338
29			\$ 6,051	\$ 6,262	\$ 6,481	\$ 6,709	\$ 6,943	\$ 7,186	\$ 7,437	\$ 7,736
30			\$ 6,202	\$ 6,419	\$ 6,643	\$ 6,877	\$ 7,118	\$ 7,365	\$ 7,625	\$ 7,928
30T		Teamsters	\$ 5,994	\$ 6,211	\$ 6,435	\$ 6,669	\$ 6,910	\$ 7,157	\$ 7,417	\$ 7,720
Public Works Supervisor - Grounds		Teamsters								
31			\$ 6,357	\$ 6,579	\$ 6,810	\$ 7,047	\$ 7,294	\$ 7,550	\$ 7,813	\$ 8,126
Plans Examiner III		Plumbers & Steamfitters								
32			\$ 6,515	\$ 6,744	\$ 6,980	\$ 7,224	\$ 7,477	\$ 7,739	\$ 8,009	\$ 8,330
Building Inspector III		Plumbers & Steamfitters								
33			\$ 6,678	\$ 6,913	\$ 7,155	\$ 7,405	\$ 7,663	\$ 7,934	\$ 8,211	\$ 8,538
Plans Examiner IV		Plumbers & Steamfitters								
34			\$ 6,845	\$ 7,085	\$ 7,334	\$ 7,591	\$ 7,855	\$ 8,131	\$ 8,416	\$ 8,752
Lead Building Inspector		Plumbers & Steamfitters								

Appendix B - Paid Time Off (PTO) Accrual Schedule Effective 10-1-2015

Employee Paid Time Off (PTO) Accrual Schedule For employees hired between January 1, 1980 and March 24, 2003						
During Year of Service	Hours Per Month	Days Per Year (Based on an 8 hour day)	Maximum Accumulation Hours / Days (Based on an 8 hour day) (Max amount of payout at separation)		Maximum Accumulation Hours / Days (Based on an 8 hour day)	
1-5	18.34	27.5	440	55	608	76
6-10	20.34	30.5	488	61	656	82
11-15	22.34	33.5	536	67	704	88
16-20	24.34	36.5	584	73	752	94
21+	26.34	39.5	632	79	800	100

Employee Paid Time Off (PTO) Accrual Schedule For employees hired after March 24, 2003						
During Year of Service	Hours Per Month	Days Per Year (Based on an 8 hour day)	Maximum Accumulation Hours / Days (Based on an 8 hour day) (Max amount of payout at separation)		Maximum Accumulation Hours / Days (Based on an 8 hour day)	
1-2	15	22.5	360	45	528	66
3-5	18.34	27.5	440	55	608	76
6-10	20.34	30.5	488	61	656	82
11-15	22.34	33.5	536	67	704	88
16-20	24.34	36.5	584	73	752	94
21+	26.34	39.5	632	79	800	100

Employee Paid Time Off (PTO) Accrual Schedule For employees hired before January 1, 1980						
During Year of Service	Hours Per Month	Days Per Year (Based on an 8 hour day)	Maximum Accumulation Hours / Days (Based on an 8 hour day) (Max amount of payout at separation)		Maximum Accumulation Hours / Days (Based on an 8 hour day)	
21+	28.34	42	680	85	848	106

Appendix C – 2021 Union Health Insurance Costs

Insurance Options:	Total Cost	City's Monthly Contribution	Employee's Monthly Premium Cost	Employee Monthly Premium Increase (from 2020)
Regence PPO w/ VSP vision				
Employee & Children	\$1,394.90	\$1,171.89	\$223.01	\$21.31
Employee & Spouse	\$1,627.28	\$1,352.65	\$274.63	\$24.86
Employee Only	\$774.38	\$689.41	\$84.97	\$11.83
Family	\$2,247.36	\$1,835.10	\$412.26	\$34.34
Regence PPO High-Deductible w/ VSP vision**				
Employee & Children	\$1,105.74	\$976.74	\$129.00	\$34.71
Employee & Spouse	\$1,290.01	\$1,139.45	\$150.56	\$40.51
Employee Only	\$614.15	\$542.52	\$71.63	\$19.24
Family	\$1,781.48	\$1,573.56	\$207.92	\$55.95
Kaiser				
Employee & Children	\$1,209.11	\$1,062.05	\$147.06	\$0.00
Employee & Spouse	\$1,343.46	\$1,172.24	\$171.22	\$0.00
Employee Only	\$671.73	\$621.27	\$50.46	\$0.00
Family	\$2,015.19	\$1,723.24	\$291.95	\$0.00
Kaiser High-Deductible**				
Employee & Children	\$842.35	\$779.07	\$63.28	\$0.00
Employee & Spouse	\$935.95	\$865.62	\$70.33	\$0.00
Employee Only	\$467.98	\$432.81	\$35.17	\$0.00
Family	\$1,403.92	\$1,298.44	\$105.48	\$0.00

	Union Basic Dental (Employer Paid)	City's Monthly Contribution	Basic Dental Employee's Monthly Premium Cost	Union Buy-up Dental (Employee Portion for Buy-up, if elected)
Delta Dental				
Employee & Children	\$109.36	\$109.36	\$0.00	\$5.80
Employee & Spouse	\$83.80	\$83.80	\$0.00	\$4.43
Employee Only	\$47.43	\$47.43	\$0.00	\$2.53
Family	\$145.70	\$145.70	\$0.00	\$7.73
Kaiser Dental				
	Employer Paid	City's Monthly Contribution	Employee's Monthly Premium Cost	
Employee & Children	\$102.13	\$102.13	\$0.00	
Employee & Spouse	\$113.48	\$113.48	\$0.00	
Employee Only	\$56.74	\$56.74	\$0.00	
Family	\$170.22	\$170.22	\$0.00	

2021 Opt-Out: \$230/month (taxable income to employee)

International Machinists Union Addendum Agreement

This agreement, as of the date indicated therein, by and between the City of Vancouver, a municipal corporation of the State of Washington and hereinafter referred to as the Employer, and International Machinists Union District Lodge #W24, hereinafter referred to as the Union, WITNESSES that WHEREAS the parties have negotiated the terms and conditions of a collective bargaining agreement, hereinafter referred to as the Agreement, and terms and conditions of an addendum agreement, hereinafter referred to as the Addendum, relating to regular employees of the Employer and hereinafter referred to as employees represented by the Union and described in this addendum to special wages, hours, and other terms and conditions of employment of such employees and wish to reduce the addendum to writing agree hereto as follows, and to be part of the agreement.

1. Work Jurisdiction

1.1 Although the City of Vancouver maintains the ability to make work assignments as workload dictates, the city recognizes the work performed by mechanics shall be as follows: maintenance, rebuilding, dismantling, assembling, repairing, installing, erecting, cleaning, preparing and conditioning of all automotive parts, units and auxiliaries connected with passenger cars, motorcycles, tractors, trucks, shovels, trench digging, excavating equipment, fire apparatus, trucks, ladders and related equipment, other emergency equipment associated with fire emergency equipment and associated with fire emergency vehicles, and all types of machinery that are propelled by any type of combustion engine, and all of the machine or grinding processes connected with the foregoing including welding.

1.2. The primary work assignments of the Emergency Mechanics will remain focused on Fire Apparatus such as fire engines, fire trucks, water tenders, brush rigs, heavy rescue and specialty equipment.

1.3. None of the preceding work may be performed by the equipment superintendent.

1.4 Seniority for all mechanics will be defined as the length of service in that classification for the purpose of vacation scheduling, layoff for lack of work, overtime, and call back offers.

2. Employee Tools, Safety Boots and Safety Glasses

2.1 Each employee holding the position of mechanic or senior mechanic is required to provide, at their own expense, a basic set of tools appropriate to perform the work required of a journey level mechanic, including metric hand tools. The shop sets of metric tools currently provided by the city will remain available to employees, but will not be expanded or replaced.

2.2 *Tool/Safety Boot Allowance*

2.2.1 Each employee holding the following positions will be provided an annual tool/safety boot allowance as outlined below:

Mechanics	\$1,200
Senior Mechanics	\$1,200
Emergency Equipment Mechanics	\$1,200
Vehicle Service Worker II	\$900
Vehicle Service Worker I	\$600

This allowance is to be used for tool and safety boot replacement and upgrading an employee's tool inventory.

The tool/safety boot allowance will be made to the employee on a monthly basis (1/12th payment monthly) through payroll.

2.2.2 All employees in the above classifications must wear industrial safety toe shoes at all times.

2.2.3 The Employer agrees to insure, for fire and burglary, the hand tools (including the tool box and electronic test equipment) which are in the possession of the employee at the Employer's place of work. The employee will be responsible to annually digitally photograph all tools that he or she owns and provide the Employer with a copy of such documentation. The camera used for this purpose shall be made available by the Employer. In addition, the employee will provide to the City a written inventory of all tools over \$300 in value, including make and model, which inventory would be necessary documentation to provide the city if the need arose to make a claim for the loss of those tools.

2.3 **Safety Glasses.** All shop employees must wear safety glasses, with the Employer providing said glasses. For employees that desire prescription safety glasses, the Employer will provide reimbursement for prescription safety glasses on an annual basis, up to an annual maximum of \$200. Reimbursement under this article is subject the employee providing detailed receipts of the purchase to the Employer.

3. **Western Metal Industry Pension Plan**

- 3.1 The members represented by Machinists Local 1432 will be allowed to participate in the Western Metals Industry Pension Plan by diverting part of their wages into the plan. The amount of the contribution will be determined by majority vote of the affected members of IAM Local 1432. The members employed at Operations and those at the Fire Department will vote as separate units.

a. Rehabilitation Plan for the Western Metal Industry Pension Fund. Effective May 28, 2010 a rehabilitation plan was instituted for the pension plan due to a determined actuarial status of “critical.” The parties have agreed to follow the plan as outlined below until such time as there an amendment to or ending of the rehabilitation by the Plan.

<u>Effective Date</u>	<u>Contribution Rate</u>
<u>7-1-2016</u>	<u>\$1.96</u>
<u>7-1-2017</u>	<u>\$2.12</u>
<u>7-1-2018</u>	<u>\$2.28</u>
<u>7-1-2019</u>	<u>\$2.44</u>
<u>7-1-2020</u>	<u>\$2.60</u>
<u>7-1-2021</u>	<u>\$2.76</u>

- 4.1 This plan shall be in addition to, and will not replace, the Washington Public Employees Retirement System (PERS).

4. Shift Assignments

- 4.1 Assignment to vacancies on shifts will be made based upon seniority when the employee meets the qualifications of the new shift and the Employer’s work needs.
- 4.2 Shift preference must be filed more than three (3) working days prior to an organization effecting a shift change or declaring a job opening by submission of a dated open requisition. Forms will be provided and made available by the City. If an employee does not file a shift preference, it shall be assumed that he/she is on his/her preferred shift.
- 4.3 Under no circumstances will the provisions of this section be construed to enable an employee, at his/her request, to displace or “bump” a less senior employee from his/her job and shift.

5. Emergency Equipment Mechanics Subsection: In addition to Articles 1 - 4, the following language applies to Emergency Equipment Mechanics Only.

- 5.1 Job Requirements for Emergency Equipment Mechanics:

In order to apply for the position of emergency equipment mechanic, applicants must possess ASE certifications as noted in the job classification and job notice. In addition, within the time period outlined in the job classification, emergency equipment mechanics must become certified in all EVT areas as outlined in the job classification.

5.2. The city shall pay all fees associated with maintaining ASE certifications, and with obtaining and maintaining EVT certifications. This shall include costs required for out-of-town travel, food, and lodging, associated with these exams.

6. Limited PTO Sell-Back Program

6.1 Employees working in the Fire Department's Emergency Equipment (an Enterprise Fund that does a significant amount of work for outside agencies) may sell-back up to a maximum of forty (40) hours of PTO per calendar year. The payout of PTO hours would occur on a once per year basis between October 1 and November 1 annually.

7. VEBA Medical Reimbursement Plan

7.1 On behalf of all IAM members in the Union's bargaining unit employed in the Fire Shop of the City of Vancouver (the "group"), contributions on behalf of each employee in the group shall be mandatory and based on a payroll deduction. The dollar amount of pre-tax contribution shall be determined on an annual basis.

8. Working Out of Classification

8.1 When an employee is required to act as a temporary supervisor they shall be paid in accordance with Article 11.7 of the Agreement.

9. Termination and Renewal

9.1 Provisions for termination and renewal for this addendum shall be identical to the master agreement.

Dated this _____ day of _____, 2021.

For the Employer

For the Union

Eric Holmes, City Manager

Nichet Newsome, IAM District Lodge #W24

Lisa Takach, HR Director
Approved as to form:

Jonathan Young, City Attorney

Attest:

Natasha Ramras, City Clerk

Plumbers and Steamfitters Local 290 Addendum Agreement

This agreement, as of the date indicated therein, by and between the City of Vancouver, a municipal corporation of the State of Washington and hereinafter referred to as the Employer, and Plumbers and Steamfitters, Local 290, hereinafter referred to as the Union, WITNESSES that WHEREAS the parties have negotiated the terms and conditions of a collective bargaining agreement, hereinafter referred to as the Agreement, and terms and conditions of an addendum agreement, hereinafter referred to as the Addendum, relating to regular employees of the Employer and hereinafter referred to as employees represented by the Union and described in this addendum to special wages, hours, and other terms and conditions of employment of such employees and wish to reduce the addendum to writing agree hereto as follows, and to be part of the agreement.

1. Work Jurisdiction

- 1.1 The work of the Development Review Division and delegated by the Building Official as provided for in Vancouver Municipal Code, as represented by the United Association of Plumbers and Steamfitters Local 290, shall include all site inspections and plan review of all building, plumbing, mechanical, structural, electrical, property maintenance and zoning requirements, as well as any adopted building codes or standards of the City. Recognition of Development Review Division work groups are as follows: Building Inspection, Building Electrical Inspection, Building Plan Review and Code Compliance.

2. Acting or Out-of-Class Assignments

- 2.1 When acting or out-of-class for a maximum 6 month assignment opportunities are available to higher paying positions, preference shall be given on a rotation basis to qualified employees within the division/work group. The rotation list shall be by workgroup seniority. Employees must have one (1) year of service prior to consideration for placement on the rotation list. When the most senior employee has been given an out-of-class appointment, the next appointment shall be given to the next lower person on the list. Employees on the list have the option of refusing the out of class assignment.

3. Training, Certification and License Allowance

- 3.1 Employees shall receive \$110 per month for one (1) additional certification beyond the minimum required and relevant to job duties as per DRS Policy 1726 Employee Inspection Certification Allowance.
- 3.2 DRS Policy 1726 Employee Inspection Certification Allowance will be maintained by DRS for the term of this agreement. The policy will not be modified except by agreement with UA Local 290.
- 3.3 The Employer will, reimburse the employee for any fees paid for required certification tests and renewals, and training. When an employee holds more than 1 certification, where possible and permissible by ICC, they will renew their certifications

together. The employee will provide the City with evidence of satisfactory completion of any necessary tests.

- 3.4 Reimbursements shall be made within thirty (30) days after the employee provides the City with a receipt and evidence of satisfactory completion of any necessary tests.

4. Employee Clothing Allowance

- 4.1 The Employer shall reimburse the employee for clothing required by the employer and/or WISHA, up to a maximum of \$350 per Inspector and Code Compliance Officer and \$250 per Plans Examiner per calendar year and where relevant and appropriate, that such clothing displays the City logo. When working in the field, employees are required to wear at least one piece of clothing with the City's name and logo visible at all times.
- 4.2 Reimbursements shall be made within thirty (30) days after the employee provides the City with a receipt. Purchases will be made through a City approved catalog/website/contract. Any additional costs to put the logo onto purchased clothing will be counted in the maximum annual allowance.

5. Scheduled Overtime

- 5.1 Scheduled overtime and call back shall be offered to the assigned Project Inspector, Code Compliance Officer or Plans Examiner first, then to the most senior qualified person on the workgroup seniority list. If the seniority list is exhausted the least senior will be assigned the overtime or call back.

6. Termination and Renewal

- 6.1 Provisions for termination and renewal for this addendum shall be identical to the master agreement.

Dated this _____ day of _____, 2021.

For the Employer

For the Union

Eric Holmes, City Manager

Carol Krohn,
Plumbers and Steamfitters, Local 290

Lisa Takach, HR Director

Approved as to form:

Jonathan Young, City Attorney

Attest:

Natasha Ramras, City Clerk

Teamsters, Local #58 Addendum Agreement

This agreement, as of the date indicated therein, by and between the City of Vancouver, a municipal corporation of the State of Washington and hereinafter referred to as the Employer, and the International Brotherhood of Teamsters, Local #58, hereinafter referred to as the Union, WITNESSES that WHEREAS the parties have negotiated the terms and conditions of a collective bargaining agreement, hereinafter referred to as the Agreement, and terms and conditions of an addendum agreement, hereinafter referred to as the Addendum, relating to regular employees of the Employer and hereinafter referred to as employees represented by the Union and described in this addendum to special wages, hours, and other terms and conditions of employment of such employees and wish to reduce the addendum to writing agree hereto as follows, and to be part of the agreement.

1. License Fees

1.1 The City will pay all fees for certifications required by the City.

2. Termination and Renewal

2.1. Provisions for termination and renewal for this addendum shall be identical to the master agreement.

3. Acting or Out-Of-Class Assignments

3.1 When acting or out-of-class appointments are made to higher paying positions, preference shall be given on a rotation basis to qualified employees within the division. The rotation list shall be by seniority. Employees must have one (1) year of service prior to consideration for placement on the rotation list. When the most senior employee has been given an out-of-class appointment, the next appointment shall be given to the next lower person on the list. Employees on the list have the option of refusing the out-of-class appointment.

4. Western Conference of Teamsters Pension Plan

4.1 Effective January 1, 2016, the Employer shall continue to pay into the Western Conference of Teamsters Pension Trust on account of each employee performing work of the bargaining unit, for each hour in which compensation is paid. The hourly contribution rate shall be eighty cents (\$0.80) per compensable hour.

Thereafter, the Employer shall pay into the Western Conference of Teamsters Pension Trust on account of each employee performing work in the bargaining unit, for each hour in which compensation is paid. The hourly contribution rate shall be allocated as follows:

Effective Date	Total \$/Hour
1/1/12	\$.60
1/1/13	\$.70
1/1/14	\$.80

1/1/17	\$1.00
1/1/18	\$1.20

All contributions to be allocated to the Basic Plan.

- 4.2 Otherwise-excluded employees or workers are to be included in the Employer-paid mandatory participation of the Western Conference of Teamsters Pension Plan if they are performing work within the jurisdiction of this unit, including those on a temporary or seasonal basis and those in a 'Supervisory' or 'Lead' position.
- 4.3 The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. The Employer agrees to abide by such rules as may be established by the Trust of said Trust to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such amounts paid on account of each employee performing the work of the bargaining unit. Failure to make all payments herein provided for, within the time specified, shall be breach of this Agreement.
- 4.4 The Western Conference of Teamsters Pension Plan shall continue to be an additional retirement plan, and will not replace, the Washington Public Employees Retirement System (PERS).

5. Scheduled Overtime

- 5.1 Scheduled overtime will be from the grounds seniority list on a rotation basis by their city hire date. The assigned supervisor/designee will rotate through the seniority list consistently through each event. Multiple day events will be scheduled on a day by day basis.
- 5.2 Overtime will not be approved for staff on light duty, or work restrictions relevant to scheduled overtime.
- 5.3 Employees on their initial probation period may work scheduled overtime if they:
 - a. Possess valid CDL, if relevant to overtime and;
 - b. Successfully trained in operation of all equipment relevant to overtime.
 - c. Or work with another qualified employee.
- 5.4 An employee on probation may work overtime if it is the continuation of a normal work day to finish a specific task and is approved by a supervisor/designee.
- 5.5 If employee is on PTO, the supervisor/designee will place one call to their primary phone. Employee will have until the of that normal work day to reply before next person is contacted.
- 5.6 Grounds employees in a career development role outside their work group will be contacted for overtime assignments following the rotation guidelines listed above.
- 5.7 Department cross training/rotation – employee will be contacted by supervisor/designee for overtime by placing one call to the employee's primary phone. Employee will have until the end of that normal work day to reply before the next person is contacted.
- 5.8 The assigned supervisor/designee will maintain a list that shows accepted or unaccepted overtime and dates.

6. Regular Appointments

6.1 When regular appointments are made, current employees shall be given preference by their seniority if their qualifications are equal or superior to those of other applicants.

7. Shift Assignments

7.1 The Employer and the employee also recognize the need from time to time for temporary shift reassignments when an emergency does not exist. In these situations, the Employer agrees to give the employee a minimum of twenty-four (24) hours' notice in advance of the new shift starting time. Regular shift reassignments shall be according to Article 10 of the master agreement.

7.2 From time to time, 4-day week, ten (10) hour work schedules may be temporarily rescheduled to fill needs due to sick leave, military leave, or other unanticipated absences. This would involve transferring an employee from one period of four (4) consecutive days to another. Such rescheduling will not be subject to provisions for premium pay on the first, second, and third day; provided that the following criteria are met:

7.2.1 Any time a work schedule is changed, it will consist of consecutive days of work.

7.2.2 Employees will be notified of the rescheduling at least twenty-four (24) hours in advance of the new work schedule.

7.2.3 The shift change shall be of a temporary nature not to exceed thirty (30) days.

7.2.4 Employees may request shift changes, but the city shall assume no obligation for premium pay on the initial first, second, or third day of the new shift.

8. Wages

8.1 At the time of ratification of this agreement, employees, by a majority vote, may elect to divert wages from the negotiated increase, into the pension to be contributed into the Western Conference of Teamsters Pension Plan during the first year of this Agreement.

8.2 Employees by a majority vote may elect to divert negotiated wage increases into the pension to be contributed to into the "Western Conference of Teamsters Pension Plan" on an annual basis.

9. Corrections Crews and Volunteer Use and Limitations

9.1 This section is limited to establish the use of corrections crews and volunteers including instituting limitations on the same.

9.2 Corrections crews and volunteers are controlled by the employer and may be utilized with limitations as approved by the Operations Center Manager or designee. Work performed by the corrections crews shall be directed by employees of the bargaining unit.

9.3 Work performed by corrections crews and volunteers is limited to the following:

- a) Storm debris cleanup and removal;
- b) Litter patrol cleanup duties including emptying trash bins and performing hand cleanup;
- c) Use of manual tools for raking shrub beds, medians, turf areas around tree bases and headstones and the raking of grass and heavy clippings;
- d) Manual weeding and invasive vegetation removal other than the exclusions subject to paragraph (e) below;
- e) Use of weed eaters and edgers only for park perimeters, right of ways and/or overgrown areas and medians except for manicured areas;¹
- f) Use of back pack blowers;
- g) Hand painting of picnic table boards;
- h) Volunteer work shall be mutually agreed upon between the employer and the Union*
- i) Other work as mutually agreed upon between the employer and the Union*.

*Union Stewards are designated by the union business representative to act as the Union's volunteer coordinator for the purpose of entering into an agreement for work projects identified herein.

Effective October 19, 2011 and through the life of this Agreement, in the event of layoffs, the tasks subject to paragraph (e) shall not be permitted by corrections crews, except for safety/liability sensitive areas including medians and right of ways.

Dated this _____ day of _____, 2021.

For the Employer

For the Union

Eric Holmes, City Manager

Walter LaChapelle, Teamsters, Local #58

Lisa Takach, HR Director

Approved as to form:

Jonathan Young, City Attorney

Attest:

Natasha Ramras, City Clerk



Staff Report 024-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/8/2021

SUBJECT Collective Bargaining Agreement with the American Federation of State, City and Municipal Employees (AFSCME), Local 307VC, AFL-CIO

Key Points

- One-year agreement (January 1, 2021 to December 31, 2021).
- Rates of pay for 2021 will be adjusted by 2% for all classifications.
- 2021 increases will be retroactive to January 1, 2021.
- Updates salary schedules with the previously agreed to results of the 2018 market study.
- Maintains the City health care contribution of up to 5% of any increasing premium costs for the life of the contract.

Strategic Plan Alignment

N/a

Present Situation

The labor agreement between the City and the AFSCME Local 307VC bargaining unit expired on December 31, 2020. The parties were able to work through a collaborative process and consensual decision making on many of the provisions for a new one-year agreement. Due to the economic uncertainty experienced in 2020 as a result of the pandemic, parties entered into a one-year agreement. Parties will return to the negotiation table by summer in hopes the market and economic conditions have improved to where parties can reasonably reach a multi-year agreement. The labor agreement is being brought to Council for approval.

Advantage(s)

If ratified, the City and bargaining unit will have a collective bargaining agreement and will be operating under an agreement that meets the business needs of both parties.

Disadvantage(s)

There are no known disadvantages to ratifying.

Budget Impact

Funding for the wage adjustments resulting from ratification of the January 1, 2021, to December 31, 2021, collective bargaining agreement with the AFSCME, Local 307VC, AFL-CIO is available in the adopted 2021-2022 budget and is reflected in the six (6) year financial forecast.

Prior Council Review

None

Action Requested

Authorize the City Manager or his designee to ratify the January 1, 2021, to December 31, 2021, Collective Bargaining Agreement with the AFSCME Local 307VC, AFL-CIO, by executing the same.

Lisa Takach, Human Resources Director, 360-487-8611

ATTACHMENTS:

- ▣ AFSCME 2021 Collective Bargaining Agreement - Red Line
- ▣ AFSCME 2021 Collective Bargaining Agreement

Agreement
by and between
City of Vancouver
and
AFSCME, Local #307VC

| January 1, 20~~18~~21 – December 31, 20~~20~~21

AFSCME Contract

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PREAMBLE

This agreement is entered into by the City of Vancouver, Washington, hereafter referred to as “Employer” and Local 307 of the American Federation of State, City and Municipal Employees, AFL-CIO, hereinafter referred to as the “Union.”

The purpose of this agreement is to set forth the mutual understanding of the parties as to wages, hours and working conditions consistent with the Employer’s and the Union’s mutual objective of providing ever-improved, efficient, effective, uninterrupted performance of City functions, and courteous services to the public. It is the Employer’s responsibility to provide services that promote the health, safety and welfare of the public through means that are cost-effective, progressive, responsive, courteous and productive. The Union is committed to those efforts. The Employer and Union share a mutual interest in engaging in efforts to promote a labor relations environment that is conducive to achieving a high level of efficiency and productivity in all departments of City government.

Except as otherwise required by law, regulation or grant provisions, the parties agree to the provisions in this agreement.

1. Recognition and Bargaining Unit

1.1 The Employer hereby recognizes the union as the sole and exclusive bargaining agent for the purposes of establishing wages, hours, fringe benefits, and working conditions for employees of the City within this bargaining unit. The classifications currently covered by this agreement are set forth herein but are not limited to those included in Appendix A to this Agreement. City employees who are excluded from the bargaining unit are:

- A. Temporary, seasonal;
- B. Employees certified to another bargaining unit;
- C. Supervisory and confidential employees;
- D. Others as mutually determined by the parties;
- E. Elected officials and their appointed staff
Designated as unclassified service per
RCW 41.50.030(2).

Definitions

Regular Full-Time Employee: Employees who hold a budgeted/Council approved position and who are normally scheduled to work at least 37.5 hours per week.

Regular Part-time Employee: Employees who hold a part-time budgeted/Council approved position and who are normally scheduled to work a minimum of 20 hours and less than 37.5 hours per week. Part-time employees receive benefits and accrue seniority on a pro-rated basis, based on their budgeted or assigned FTE percentage. An example of this would be: an employee working half time (20 hours/week) for 10 years shall receive seniority credit for 5 years of service.

Exempt Employee: Employees designated under the Fair Labor Standards Act (FLSA) as exempt are not eligible for overtime. Recreation Coordinators (Recreation Specialist C and D) are FLSA exempt employees.

Non-Exempt Employee: Employees designated under the Fair Labor Standards Act (FLSA) as non-exempt are overtime eligible.

1.2 The Employer will notify the Union regarding newly created or substantially modified classifications to provide the opportunity to comment on inclusion/exclusion from the unit. If the parties cannot resolve the question of inclusion/exclusion, the matter shall be presented to the Public Employment Relations Commission (PERC). Either party may petition PERC to review the

position in question to render a written opinion of its findings that shall be binding on the Employer and the Union.

- 1.3 Conflict in Language. There may be times when language in the contract conflicts with language used in other labor and employment tools (e.g. addendums, personnel policies, etc.)

- 1.3.1 In instances where contract language is in conflict with addenda, addenda take precedence over the Master Agreement.

- 1.3.2 In instances where contract language is in conflict with City personnel policies, contract language takes precedence over the policies.

2. Nondiscrimination

- 2.1 The Employer and the Union agree that they will not discriminate unfairly against any employee by reason of race, creed, age, color, sex, national origin, religious belief, marital status, mental or physical disability, sexual orientation, active military duty or employees who have been honorably discharged, or any other criteria established by state or federal statutes, rules or regulations.

- 2.2 Whenever words denoting the masculine gender are used in this agreement, they are intended to apply equally to either gender.

- 2.3 There shall be no discrimination or harassment exercised against any employee covered by this agreement because of his or her membership or Union activities.

3. Rights of Management

- 3.1 The management of the City, including but not limited to, the organization, scheduling, staffing, and direction of the workforce, is vested exclusively in the Employer, subject to the terms of this agreement. The City retains the right to determine what complement of employees shall perform the work, including but not limited to, temporary employees, volunteers, supervisory, union employees and/or corrections crews. Examples of management rights include, but are not limited to:

- 3.1.1 To take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the organization;

- 3.1.2 To determine the number of employees to be employed;

- 3.1.3 To hire employees, determine their qualifications and assign and direct their work;

- 3.1.4 To evaluate employees' performance;

- 3.1.5 To set the standards of productivity, and the services to be provided;
 - 3.1.6 To control and regulate the use of facilities, equipment, and other property of the Employer;
 - 3.1.7 To determine the number, location and operation of departments, divisions, and all other units of the Employer;
 - 3.1.8 Determine the methods, processes and means of providing City services;
 - 3.1.9 Appoint and/or lateral transfer the assignment of employees to specific jobs within their job classification or title.
- 3.2 The Employer has the right to introduce any and all new, improved and automated methods or equipment to improve efficiency and to reduce costs and assign employees within the bargaining unit in accordance with such improvements and cost reduction methods. All matters not specifically and expressly covered or treated by the language of this agreement may be administered for its duration by the Employer in accordance with such policies or procedures as the Employer, from time to time, may determine. This article recognizes an employee's right to use the grievance procedures set forth in article 21 below.

4. Union Security

- 4.1 Rights of Bargaining Unit Employees: Subject to the provisions of this Article and in compliance with federal and state law, it shall be a condition of employment that all City employees covered by this Agreement shall become and remain members of the Union in good standing. There shall be no discrimination exercised against any employee covered by the Agreement because of his or her membership of Union activities. All future employees will be expected to join the Union and pay dues after thirty (30) days of employment.
- 4.2 The Employer agrees to deduct twice a month Union membership dues from the pay of those employees who have requested, in writing, on dues deduction authorization forms provided to the employer by the union, that such deductions be made. The amounts to be deducted will be certified by the Washington State Council of City and County Employees, and the aggregate deduction of all Union members shall be remitted to the Everett, Washington office of Council 2 twice a month.
- 4.3 In the event an employee member of the Union fails to maintain their membership in the Union in good standing therein by the regular payment of dues, the Union will notify the Employer in writing, through Human Resources (HR) of such employee's delinquency. The Employer agrees to give notice to the employee within five (5) working days that his/her employment status with the Employer is

in jeopardy and that failure to meet his/her membership obligation within thirty (30) calendar days from the date such notice is received will result in termination.

- 4.4 Appointment to Excluded Positions: Deductions for Union dues shall cease beginning with the pay period following an employee's regular appointment to a position which is excluded from the bargaining unit.
- 4.5 Defense and Indemnification of the City: The Union agrees that it will indemnify, defend and hold the City harmless from all suits, actions, proceedings or claims against the City or persons acting on behalf of the City, whether for damages, compensation, reinstatement, or any combination thereof, arising out of application of this Article. In the event any decision is rendered by the highest court having jurisdiction that any portion of this Article is invalid and/or that reimbursements must be made to any employees affected, the Union shall be solely responsible for such reimbursements.
- 4.6 Listing of New and Terminated Employees: The Employer agrees to notify the Union of new hires within the first thirty (30) days of employment:
 - a. By the 10th of the following month, a listing of bargaining unit employees hired, promoted or terminated during the previous month. Such listing shall contain the names of the employees, along with their job classification, and department.
 - b. At the Union's request and up to two (2) times a year the employer will provide a listing of bargaining unit members, their department/section, classification, base pay, fulltime/part-time status and number of scheduled hours, city seniority date, and classification seniority date.
 - c. At the Union's request and up to two (2) times a year the employer will provide a listing of all non-represented employees, their classification and department.

5. Union Representatives and Union Activity

- 5.1 The Union shall inform the Employer in writing of the names of its officers, business representatives and stewards who are accredited to represent the Union, which information shall be kept up-to-date at all times. Only persons so designated will be accepted by the Employer as representatives of the Union.
- 5.2 Union representatives may, after receiving permission from the supervisor, visit the work location of employees covered by this agreement, for the purpose of administering provisions of the agreement related to grievance processing, disciplinary action and posting of Union notices on City provided bulletin boards.
- 5.3 Solicitation of Union membership or collection or checking of dues will not be conducted during working hours other than as follows:

1. Union representatives are allowed access to new employees at an agreed upon time by the City and Union, for purposes of informing the employee about the exclusive bargaining representative within the first ninety (90) days of the employee's start date; and
2. Union representatives shall have access to new employees once for new employee orientation for no more than 30 minutes; and
3. Access shall occur during the employee's regular working hours at the employee's regular worksite, unless otherwise agreed.

The Employer agrees not to discriminate against any member of the Union for his or her activity in behalf of or membership in the Union, provided such activity is not carried on during working hours, except as expressly provided in this agreement.

- 5.4 Employee officers of the Union or stewards shall be allowed reasonable time away from their work assignment for the purposes of meetings with the City for collective bargaining, grievances or disciplinary hearings or such other legitimate activities as are mutually agreed upon between the Union and the City. City employees participating in such meetings or activities will be allowed to do so without loss of pay if scheduled during said employee's regularly scheduled work time. If meetings or activities go beyond the regularly scheduled work time, then the employees shall be on their own time not paid by the City.

For the purposes of attendance at the bargaining table, not more than two (2) on duty employees will be present from Operations, not more than one (1) on duty employee will be present from the City Attorney's Office, and not more than one (1) on duty employee will be present from the Recreation Division, for a total of four (4) when bargaining the master agreement.

For the purposes of bargaining the addendums, not more than four (4) on duty employees may be present, and of those four (4), no more than two (2) may be from one department (e.g. Recreation addendum, no more than two on-duty Recreation employees) will be present.

- 5.4.1 Employee Union representatives shall request permission from their immediate manager for time away from their work assignment. Such request shall be granted provided the time does not unreasonably detract from their work performance and is in compliance with the above requirements as to the nature of the activity. Time away from their work assignment to act in the role of Union representative shall be coded on their timesheet as "Union Leave."
- 5.4.2 Employee Union representatives and affected employees shall be allowed time away from their work assignment for meetings with the City. A reasonable amount of prep and debrief time necessary for these meetings shall be allowed.

- 5.5 City work hours shall not be used by employees or the business representatives for the conduct of Union business or the promotion of Union affairs other than stated above.
- 5.6 The City shall provide bulletin board space for Union notices in a conspicuous location where workers frequent regularly in each work area.
- 5.7 Union Business Unpaid Leave: Shop Stewards and Union Officers are eligible for Union Business Unpaid Leave, provided the City grants such requests. Written requests for such leave shall be given to the affected employee's immediate supervisor and to the Department Director of his/her designee. Leave for a single day activity must be requested at least five (5) working days in advance, and leave for multiple day activities should be requested as far in advance as possible, but must be requested at least ten (10) working days in advance. Union Business Unpaid Leave may be granted for not more than six (6) months. The number of officers or stewards authorized for unpaid leave will vary depending on the length of the leave requested and the impact of leave on staffing levels. The Union will make every effort to avoid disruptions of work.

Leave addressed in this section would pertain to activities such as contract administration, including covering for union staff replacement, attending training conferences such as arbitration/grievance training, and preparing for negotiations; performing Officers/Delegates duties including attending AFSCME International Convention, Council 2 Convention, AFL-CIO Convention, other conferences such as the Women's Convention, or appointment to AFSCME or other Union board seats or committees; and other mutually agreed activities.

Time away from an employee's work assignment to act in these roles shall be approved by the appropriate manager and coded on his/her timesheet accordingly.

- 5.8 Use of City telephones or computers related to Union business
 - a. City telephones or computers is allowed subject to the following:
 - 1. When such use is de minimis and incidental, such as arranging a meeting with a Union Representative.
 - 2. For the purpose of conducting an investigation of a grievance, such as individual inquiries to co-workers.
 - 3. For the purpose of interacting with the City's representatives concerning Union-City business, such as setting dates for City-Union meetings, making inquiries regarding grievances, etc.
 - b. The uses cited in "Subsection a" above may continue only to the extent that they are not an additional cost to the City. The content of any and all communications using the City computer system is not privileged and may be subject to City review.

6. Strikes, Work Stoppages and Work Slowdowns

- 6.1 The Employer and the Union's signatory to this agreement agree that the public interest requires the efficient and uninterrupted performance of all city services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this agreement, the Union and/or the employees covered by this agreement shall not cause or engage in any work stoppage, strikes, slowdown or other interference with Employer functions, nor shall the city institute a lockout.
- 6.2 In the event that a strike, boycott, slowdown, mass sick call, work stoppage or other interruption of work occurs during the life of this agreement, the Employer shall notify the Union of the existence of such activity and request information from the Union as to whether or not the activity has been authorized. The Union, after immediately responding to the Employer's request, will then proceed to make every reasonable effort to terminate the work interruption activity and induce the employees concerned to return to work so that service to the citizens of the City of Vancouver will not be affected. Employees shall not earn any benefits or wages whatsoever while they are engaged in such actions. In addition, employees who engage in or encourage such actions shall be subject to discipline, up to and including discharge.

7. Identification of Jobs

- 7.1 Job Classifications. Job classifications shall be defined by the current class specification for each of the job class titles listed in Appendix A.
- 7.2 Work Assignment. The Employer shall have the sole responsibility for making work assignments. In the event of conflicting assignments from management representatives, the employee shall have the right to seek clarification from the directing management representative. The employee shall not be disciplined for following management directives.
- 7.3 Market Comparables. The City and Union agree to discuss market comparables as they relate to classification studies.
- 7.4 Reclassifications. A reclassification review is an analysis of an employee's duties and responsibilities to determine whether he or she is in the correct classification and salary range. Individual employees or management may initiate a reclassification review by submitting a request to Human Resources. Human Resources may also initiate studies of positions or groups of positions. When a reclassification is requested, the Employer shall conduct the classification review.

If reasonable and practical, the Employer will assign the positions to an existing class which better describes the duties assigned to the job. If there is no

appropriate existing job classification, the Employer shall establish a new job classification. If the incumbent in the position is qualified for the revised job classification, he/she shall be placed in the new classification at the nearest step providing an increase. An incumbent who is not qualified for the new classification shall maintain his or her current range and continue to receive any step increases that are due.

- 7.5 New Classifications. A new classification may result when a position no longer corresponds to an existing City classification or when a new position is created by the City for which no classification exists. The salary range for the new classification shall be established by the Employer so that its salary is competitive. Compensation for new classifications will be determined based on factors including internal equity, market comparables, and other relevant factors.

The salary range shall be submitted to the Union for review and discussion. Within thirty (30) calendar days of City notice, the Union shall notify the City of its agreement or disagreement with the City's provisional salary range for the new classification. If the Union disagrees with the salary range, the parties will engage in negotiations regarding the compensation for the classification. If the parties are unable to mutually agree on the compensation for the classification and mediation does not result in a resolution, such dispute shall be resolved through the arbitration process.

The City shall have the right to employ persons at its provisional salary range during the term of negotiations, subject to full retroactive payment to all affected employees upon the conclusion of negotiations or arbitration.

- 7.6 Notification to the Union. If a new classification is established by the City, a notification consisting of the job specification will be provided in writing to the Union.
- 7.7 Acting or Out-Of-Class Assignments. When acting or out-of-class appointments are made to higher paying positions, preference shall be given on a rotation basis to qualified employees within the division. The rotation list shall be by seniority. Employees must have one (1) year of service prior to consideration for placement on the rotation list. When the most senior employee has been given an out-of-class appointment, the next appointment shall be given to the next lower person on the list. Employees on the list have the option of refusing the out-of-class assignment.

8. Posting of Jobs

- 8.1 It is the desire and intent of the Employer to fill job vacancies from qualified applicants within the city before hiring new employees, providing the employees who apply have the required qualifications for the particular job.

- 8.2 Vacant positions will be filled from employment lists established by Human Resources except when an alternate procedure is allowed by city ordinance in the case of entry level positions and flexibly staffed positions.

A flexibly staffed position is one which may be filled at the entry (I) level by an employee who may be promoted to the full working (II) level on the basis of successful performance at the entry level.

Placement on an employee list will be on the basis of examination of candidates' qualifications. Employees shall be allowed paid time off from their work schedule to participate in interviews for in-house positions. When candidates are to be examined for placement on an employment list, the City will post a notice of the examination and accept applications for a minimum of five (5) working days. The five (5) working days will overlap two consecutive weeks. The notice of examination will be posted for at least two (2) days of each consecutive week. For example, a notice posted on Wednesday will close on Tuesday of the following week.

The employment list will be effective for six (6) months. Such notices shall be posted at various city work sites. Employees may decline consideration for appointment to a vacant position and remain on the employment list in the same rank or position.

- 8.3 Vacant positions may be posted on a simultaneous or internal/external basis, based on the following guidelines:

8.3.1 All applications will be collected directly by the Human Resources Department.

8.3.2 The Employer shall first view internal applications.

8.3.3 If the Employer determines that no internal candidates meet the qualifications or staffing needs as stated on the job announcement, the Employer may consider the external applicants in its recruitment process.

- 8.4 Regular Appointments – When regular appointments are made, current employees shall be given preference by their seniority if their qualifications are equal or superior to those of other applicants.

9. Probation

- 9.1 A newly hired or rehired employee is subject to a six-month probationary period. The probationary period for new employees may be extended, with notification to the Union, to three (3) additional months. Upon Union approval an additional three (3) month extension may be granted. The Employer may discipline or discharge any newly hired or rehired employee at any time during the

probationary period, with or without cause, and such discipline or discharge shall not be subject to appeal.

- 9.2 Promotions and voluntary demotions are subject to a six-month probationary period. The probationary period for a promotion or voluntary demotion may be extended, with notification to the Union, to a maximum of six (6) additional months. In the event an employee does not successfully complete a promotion/demotion probationary period, the employee will be assigned to the employee's original position (if available or vacant) or to another vacant position for which he/she is qualified in the same class as, and at the same salary level as, the employee's original position. An employee returning to the position they held prior to the promotion or voluntary demotion will not serve another probationary period. If the original position is not available, and no other vacant position is available meeting the applicable criteria in this Article, the employee will be placed on a reinstatement list for their original position or classification for twenty-four (24) months. Nothing in this section shall restrict the rights of the Employer under Article 22, below.
- 9.3 An employee who is transferred into a job within the same classification or takes a lateral transfer to a different classification within the same pay grade, may serve a six (6)-month probationary period, if the job is significantly different than their previous job. In the event an employee does not successfully complete a transfer probationary period, the employee will be assigned to the employee's original position (if vacant) or to another vacant position for which he/she is qualified in the same class, and at the same salary level as, the employee's original position. An employee returning to the position they held prior to the transfer will not serve another probationary period. If the original position is not available and no other vacant position is available, meeting the criteria in this Article, the employee will be placed on a reinstatement list for their original position or classification for twenty-four (24) months. Nothing in this section shall restrict the rights of the Employer under Article 22, below.
- 9.4 Nothing in this Article shall restrict an employee's entitlement to applicable provisions impacting wages and benefits.

10. Work Week, Hours of Work, Shifts

- 10.1 The work week is defined as the period between 12:01 a.m., Sunday through 12:00 midnight the following Saturday, unless otherwise determined for specific employees.
- 10.2 Work Schedule

The normal assigned work schedule for full-time, non-exempt staff shall be five (5) consecutive days of eight (8) consecutive hours, excluding lunch periods, followed by two (2) days of rest; not to exceed forty (40) hours of work in the

work week. It is understood that the five (5) consecutive days does not imply a Monday through Friday schedule. Other work schedules may be determined by mutual agreement of the Union and the Employer.

10.3 Work Shift

Short term, temporary shift reassignments may be made when the Employer determines that an emergency exists. Under those circumstances, the Employer shall give the employee a minimum of four (4) hours' notice prior to the start of the new shift. If such notice is less than four (4) hours, the Employer shall pay the employee according to call-back pay provisions of 11.5 of this agreement.

10.3.1 An emergency is defined as a natural event or unexpected circumstance which necessitates the Employer to change schedules on short notice to address essential operational or service needs on an immediate basis.

10.3.2 Normal shift starting times shall begin within the following time frames:

First shift - 7:00 p.m. to 4:59 a.m. (graveyard)

Second shift - 5:00 a.m. to 11:59 a.m. (day shift)

Third shift - 12:00 noon to 6:59 p.m. (swing shift)

Regular assignments to openings on shifts will be made based on seniority when the employee meets the qualifications of the new shift and the Employer's work needs. A regular assignment is one with no end date or one which is expected to last over thirty days. If the most senior employees decline, then a less senior employee may be assigned.

10.4 Rest Periods

Each employee shall be given a 20-minute paid rest period in the first half of the working shift and a 20-minute paid rest period in the second half of the working shift, and an unpaid lunch period during the shift. Such periods begin when the employee leaves the work site and ends upon his/her return to the work site.

10.5 Shift Assignments

From time to time, work schedules may be temporarily changed to fulfill business needs. These changes may be for a specific period of time or may be only for a day.

10.5.1 In the instance where an employee is temporarily moved from a 4/10 schedule to a 5/8 schedule, it would involve transferring an employee from one period of consecutive days to another. Such change will not be subject to provisions for premium pay on the first, second and third days, or the

fourth day in the case of a five (5) day work schedule; provided that the following criteria are met:

- a. Any time a work schedule is changed, it will consist of consecutive days of work.
- b. Employees will be notified of the change at least twenty-four (24) hours in advance of the new work schedule (and scheduled overtime).
- c. The work schedule change shall be of a temporary nature not to exceed thirty (30) days.

10.5.2 In the instance where an employee's start time is adjusted to accommodate a specific business need, employees will be notified at least twenty-four (24) hours in advance of the changed start time. Any notice less than twenty-four (24) hours before the changed start time would be paid under Article 11.6

10.5.3 Employees may request work schedule changes, but the City shall assume no obligation for premium pay on the initial first, second, and third days, or the fourth day in the case of a five (5) day work schedule of the new shift.

10.5.4 A work schedule differential of \$4.00 per hour shall apply to regular work schedules that include a Saturday or Sunday.

11. Rates of Pay

11.1 Wages

Wages will be set as outlined in Appendix "A"

As salary adjustments occur, they shall be calculated from step 1 of range 1.

[Effective January 1, 2021](#)

[Salary Schedules for covered classifications will be adjusted by two percent 2.0%](#)

11.1.1 Pay Periods

The pay periods and pay dates will be as follows:

Pay Period	Pay Date
1 st through 15 th	25 th
16 th through end of month	10 th

Employees will be paid a monthly salary which shall be split equally between the two (2) pay periods. Timesheets submitted in error will be corrected on the following paycheck.

11.2 Salary Step Plan

11.2.1 Newly Hired or Rehired Employees

Employees will move through the defined salary steps on an annual basis, based on adjusted service date.

11.2.2 Promoted Employees

At the time of promotion, employees will move to the step in the range of the new class which results in an increase of at least 5%. Upon successful completion of a promotional probationary period, the employee's salary shall then be increased to the next step of the new range and annually thereafter up to the top of the range. In no event shall a promoted employee's salary be less than the starting pay of the salary range for the new class, nor in excess of the highest step of the regular salary range for the new class.

11.2.3 Demoted Employees

Employees who voluntarily demote (defined as voluntarily applying for and accepting a position in a lower pay range) will be placed in the appropriate pay range for the new classification that results in the least amount of pay reduction, but not above the top of the new range. If an employee is not at the top step, their next step date will be one-year from the demotion date.

For example, an employee is currently at step 5 and is eligible for step 6 on November 1st, but they voluntarily demote to a new position on August 1st. Their next step date will be reset to one year later, August 1st and each August 1st thereafter until reaching the top step.

11.2.4 Laterally Transferred Employees

Employees who voluntarily take a lateral transfer (defined as voluntarily applying for and accepting a position in the same pay range) will remain at their same step. If an employee is not at the top step, they will retain their next step date.

For example, an employee is currently at step 3 and is eligible for step 4 on November 1st, but they laterally transfer to a new position on August 1st. They will continue to be eligible for their step increase on November 1st and each November 1st thereafter until reaching the top step.

11.2.5 Flexibly Staffed Positions

Flexibly staffed positions are classifications that allow the City to hire individuals who lack one of the required qualifications (such as CDL) at a lower level, and then give them the time to obtain the needed requirement. Upon attainment of the needed requirement, the individual's position is moved to the higher classification. An example is the Grounds Maintenance Specialist I/II classification. At the time the position is moved to the higher classification, the employee will move to the step in the range of the higher classification which results in an increase of at least 5%. The employee's next eligibility for a step increase is one year from that date and annually thereafter up to the top of the new range.

- 11.3 The hourly rate for a full-time employee will be his/her monthly base rate multiplied by twelve (12) months and divided by 2,080 hours. This rate multiplied by eight (8) hours (or ten (10) hours, if applicable) will be the daily base rate; multiplied by forty (40) hours will be the weekly base rate; and multiplied by 173.3 hours will be the monthly base rate. For purposes of overtime calculations only, the employee's hourly base rate shall be calculated using all compensation required by FLSA.

Hourly rates for part time employees will be prorated based on budgeted or assigned FTE percentage.

- 11.4 [RESERVED]

- 11.5 *Callback Pay*

Employees who have completed their regular shift, are on the way home, or at home, and are required to work other than a continuation of their shift, and is not scheduled for overtime (as defined in (11.6.6), shall be paid at double their base rate of pay for hours worked. Any call-back pay shall be for a minimum of two (2) hours, during which time the Employer may provide and require work of the employee called back. This article does not apply to Recreation Coordinator C's and D's.

11.5.1 Overtime and Callback Time

All scheduled overtime (as defined in 11.6.6) and/or call back time shall be offered on a seniority basis by Department, starting with the most senior qualified person. Seniority within the workgroup is defined as length of employment with the City. At the Operations Center, when this departmental seniority list is exhausted, the AFSCME Seniority list will then be used. The most senior employees have the option as to placement on the call out list. Seniority for the AFSCME List is defined as length of employment with the city. Exceptions to offering scheduled overtime on a seniority basis may be made when unique qualifications are required to staff the event such as the Women in Trades or Diversity Job Fair. The City will notify the Union in advance of scheduling such overtime.

In workgroups who have an employee receiving pager/cell phone standby pay per Article 11.5.4, the initial call will go to the employee carrying the pager/cell phone who will be responsible for the call. Call back pay shall be paid in accordance with Article 11.5 and overtime shall be paid in accordance with Article 11.6. Unanticipated and unscheduled overtime which extends beyond the end of a shift for the crew working on a specific project will be offered first to the appropriate and qualified Union member(s) at the site working on the project at the end of the shift.

Temporary or seasonal workers will not be allowed to work scheduled overtime until regular full or part time employees within that work unit have had the opportunity to work the overtime. The Employer will make a good faith effort to notify regular employees of overtime opportunities before such work is offered to temporary workers. This will not preclude temporary or seasonal workers from working overtime which extends beyond the end of their shift or emergency situations.

11.5.2 Telephone Calls at Home After Hours

Employees who are required by the Employer to answer work-related questions by telephone when they are not at work shall be paid for time actually spent on the telephone at the rate of one-and-one-half (1 ½) their normal base rate calculated to the nearest quarter hour, with a quarter-hour minimum.

11.5.3 Computer Use at Home After Hours

Employees who are required by the Employer to respond to work-related questions by computer when they are not at work shall be paid for time actually spent on the computer at the rate of one-and-one-half (1 ½) their normal base rate calculated to the nearest quarter hour, with a one hour minimum.

11.5.4 Pager/Cell Phone Pay

If the Employer requires an employee to carry a pager or cell phone in order to respond to off duty call-outs, the employee carrying the pager or cell phone while off duty shall be compensated as outlined below. The employee on standby must be fit for duty and able to reach the assigned duty station in forty (40) minutes. This does not apply to the Operations' Technical Rescue Team which is covered by an existing Memorandum of Understanding.

Effective 1-1-15	\$150 per week	\$21.43 per day
Effective 7-1-15	\$230 per week	\$32.86 per day

11.6 *Overtime Compensation*

The Employer will attempt to meet its overtime requirements on a voluntary basis among the employees and in the event there are insufficient volunteers to meet the requirements, the Employer may require the necessary employees to work starting with the least senior qualified employee.

- 11.6.1 Overtime compensation will start anytime an employee is required to work beyond the end of his/her shift (typically eight (8) hours or ten (10) hours per shift) and will be compensated to the nearest quarter hour, at the rate of time and one-half (1/2) for the first eight (8) hours of overtime and thereafter at double time. Employees shall have the option to flex their schedule within their defined work week, without incurring overtime, as long as it is mutually agreed upon in advance.
- 11.6.2 Any employee required to work on his/her first day of rest, or his/her first and second day of rest in the case of employees who have three (3) consecutive days of rest, shall be compensated at his/her base rate plus one-half of his/her base rate or time and one-half (1/2).
- 11.6.3 Any employee required to work on his/her second day of rest, or his/her third day of rest in the case of employees who have three (3) consecutive days of rest, shall be compensated at his/her base rate plus his/her base rate (double time) for the first eight (8) hours of work, and for any hours worked over eight shall be compensated and his/her base rate plus time and one-half (2 ½) times). If the employee voluntarily chooses to work on these day(s) of rest, the employee shall be compensated as outlined in 11.6.2, above.
- 11.6.4 All overtime compensation shall be paid in compliance with the requirements of the Federal FLSA and applicable Washington State laws.

11.6.5 Employees may accrue compensatory time off in lieu of overtime compensation.

11.6.5.1 The decision to grant comp time as an alternative to paid overtime shall be at the Employer's discretion.

11.6.5.2 Compensatory time off shall be accumulated at the same rate as overtime compensation would have otherwise been paid (i.e., time and one-half generally, except for work on the employee's second day of rest, or third day of rest for employees with three (3) consecutive days of rest).

11.6.5.3 The maximum accrual shall be eighty (80) hours.

11.6.5.4 Employees will be allowed to use accrued compensatory time off by mutual agreement with their supervisor, and subject to any restrictions for such use established under the Fair Labor Standards Act (FLSA).

11.6.5.5 In the event an employee is affected by layoff from their regular position the employer will payout the balance of the Employee's compensatory time balance at the employee's rate of pay at the time of layoff.

11.6.6 **Scheduled Overtime (including meeting contractors)**

Scheduled overtime is anything scheduled before the end of the normal work shift or if scheduling on weekends or after normal shift hours, there shall be four (4) hours' notice to the supervisor or designee scheduling the work, before the end of the normal work shift. Any time scheduled under this article shall be paid at a minimum of two (2) hours overtime at a rate of one and-one-half (1 ½) times their normal pay, during which time the Employer may provide and require work of the employee.

11.7 *Shift Differential*

Any employee whose regularly scheduled shift is the third shift (swing shift) as defined in 10.3.2 shall be paid a shift differential of one dollar and seventy-five cents (\$1.75) per hour for hours worked; any employee whose regularly scheduled shift is the first shift (graveyard) as defined in 10.3.2 shall be paid a shift differential of two dollars (\$2.00) per hour for hours worked. For purposes of shift differential payment, regularly scheduled includes scheduled overtime, but does not include call back or extension of shift overtime. Requested assignments made to accommodate an employee's personal situation and shifts picked up on overtime do not qualify for shift differential.

11.8 *Working Out-of-Class*

11.8.1 An employee who is temporarily assigned by management, in writing, to perform the principle (or full range) of the duties and responsibilities of a higher level position, without significant supervision, shall be paid either at a rate 5% above his/her current rate of pay (not to exceed the top of the range for the out-of-class assignment), or at the entry rate of the higher job class, whichever is greater.

11.8.1.1 An employee must be assigned for a period of three (3) or more consecutive work days to receive out-of-class pay. The out-of-class pay shall be paid beginning with the first hour of the assignment.

11.8.2 The same employee shall not be assigned to the higher level duties for more than six (6) consecutive months unless specifically approved by the City Manager for extenuating circumstances. The Union will be given notice when management anticipates that an employee will be performing the principal duties of a higher classification for a period of more than 30 days.

11.8.3 The out-of-class rate of pay shall apply for that time actually worked in the higher class. Periods of paid leave during the out-of-class assignment shall be compensated at the employee's normal rate of pay. Following a paid leave, the out-of-class pay shall resume on the first day returned, provided that the leave is for not more than fifteen (15) consecutive working days and the employee returns to the out-of-class assignment on the first day returned.

11.8.4 A position may be career developed up to a maximum of one (1) year.

11.9 License Fees: The Employer will pay all fees for certifications required by the City, including bonding and notary public licenses and required associated supplies (Notary Public Stamp, etc.)

12. Leave Benefits

12.1 *Paid Time Off (PTO)*

12.1.1 Employees shall accrue paid time off (PTO) in accordance with the schedule in Appendix B, to be used for vacation, illness or personal business.

Part-time employees assigned to a 0.50-0.90 FTE position will accrue PTO hours on a pro-rated basis to a pro-rated maximum.

Bereavement leave and military leave are separate categories as specified in 12.4 and 12.5 of this article, below.

12.1.2 Employees may begin using accrued PTO hours as soon as the hours are earned in said bank. PTO hours accrued in a pay period cannot be used in the same pay period in which time is earned, i.e. PTO hours accrued in the 1st through the 15th pay period cannot be used until the 16th through the end of the month pay period and so forth.

An employee shall be paid for all earned and accrued PTO hours, as outlined in Appendix B, at the employee's current rate of pay when he/she terminates employment, up to the number of hours denoted in Appendix B as "Maximum amount of payout at separation" for the applicable years of service. All leave time may be used in a minimum of 15-minute segments.

12.1.3 Guidelines on the scheduling of PTO are outlined in City Policy, and guidelines on the frequency and use of unscheduled PTO time will be established within individual divisions or departments.

12.2 *Grandfathered Sick Leave Cash Out*

Any employee hired before January 1, 1980, and retiring from the Employer with a bank of grandfathered sick leave, shall be paid a sum equal to 50 percent (50%) of his/her accrued and unused grandfathered sick leave.

12.3 *Paid Leave while on FMLA Leave*

If an employee is on authorized leave which qualifies as protected under applicable State and Federal leave laws, the employee shall use existing PTO, grandfathered sick leave, and/or compensatory time, with the choice of which category to draw on first at the employee's option.

12.4 *Bereavement Leave*

Employees are afforded necessary time, up to forty (40) hours (pro-rated based on FTE) of bereavement leave, when there is a death in an employee's immediate family.

Immediate family is defined as spouse, domestic partner, child, mother, father, brother, sister or step family, aunt, uncle, niece or nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparents and grandchildren, and grandparents and grandchildren of the spouse or member of the employee's household. It is understood that the policy extends to similar members of a domestic partner's family as detailed above.

The City reserves the right to require documentation of the death/or any other time taken related to a death.

If an employee is on approved leave of absence at the time of a death, they will be eligible for bereavement benefits if they are receiving at least 50% of their normal semi-monthly compensation from the City. Otherwise, the employee is not eligible for bereavement leave benefits.

Any observed holiday occurring during bereavement leave shall be paid as a holiday.

12.5 *Military Leave*

The Employer abides by the provisions of the laws of the State of Washington, RCW 38.40.060 and the Federal USERRA laws which stipulates that employees who are members of the National Guard or Federal Reserve Military Units are entitled to be absent from their duties for a period of up to twenty-one (21) days with pay during each military calendar year (October 1 through September 30) while engaged in the performance of ordered military duty and while going to or from such duty.

During periods of military conflict, an employee who is married to a military member of the US Armed Forces, National Guard or Reserves will be granted up to fifteen (15) days of unpaid leave before their deployment. Employees are eligible for this leave per deployment. The spouse must provide the Employer a copy of the member's orders.

12.6 *Family Leave – FMLA*

Under the terms of the Family and Medical Leave Act of 1993 (FMLA) and the state law, upon the completion of one (1) year of employment, any employee who has worked at least one thousand two hundred fifty (1,250) hours during the prior twelve (12) calendar months shall be entitled to up to twelve (12) weeks of leave in accordance with FMLA and based on a rolling twelve (12) month period, for specified family and medical reasons as required by FMLA, and the Washington Family Care Act.

12.7 *Pregnancy/Childbirth Disability Leave*

When required by Washington State law, the Employer will grant a leave of absence for the period of temporary disability because of pregnancy or childbirth.

13. **Holidays**

- 13.1 The following days are recognized as legal paid holidays for which time off are to be granted:

New Year's Day -- January 1
Martin Luther King's Birthday - Third Monday in January
President's Day -- Third Monday in February
Memorial Day -- Last Monday in May
Independence Day -- July 4
Labor Day -- First Monday in September
Veterans Day - November 11
Thanksgiving Day -- Fourth Thursday in November
The Day after Thanksgiving Day -- Fourth Friday in November
Christmas Day -- December 25

- 13.2 Any of the above holidays which fall on a calendar Saturday shall be celebrated on the previous Friday; any of the above holidays which fall on a calendar Sunday shall be celebrated on the following Monday.

- 13.3 Any employee for whom a holiday falls on his/her normal day off shall be granted eight (8) hours into a holiday bank to use as time off in the future, after mutually agreed upon by the supervisor and the employee.

13.3.1 All accrued holiday bank time shall automatically be paid out each year, to the employee on the employee's January 10th paycheck.

- 13.4 Any employee who is on medically authorized sick leave when a holiday occurs will receive eight (8) hours pay for that holiday and will not have his/her sick leave accrual charged.

- 13.5 Any employee who works on a city holiday, or its equivalent for shift personnel, shall be paid double his/her base rate for hours worked, plus pay for the holiday. Hours worked beyond eight (8) on the holiday shall be compensated at triple the employee's regular rate.

14. **Employee Insurance**

- 14.1 Employees covered by this agreement will be provided insurance benefits as follows:

14.2 Life Insurance Each employee shall receive a life insurance policy in an amount equal to 100% of the employee's annual salary, rounded to the next higher multiple of \$1,000. In addition, employees shall have the option of choosing dependent and/or additional life insurance on a payroll deduction basis.

14.3 Long Term Disability Regular full-time and half-time bargaining unit employees will be covered by a city-paid group long-term disability insurance policy.

14.4 Health Insurance

A. Employees and their eligible dependents will have the option of selecting any combination of medical and dental coverage from the following:

a. Medical

- i. HMO Plan
- ii. HMO Plan – CDHP (Consumer Driven Health Plan)
- iii. PPO Plan
- iv. PPO Plan – CDHP (Consumer Driven Health Plan)

b. Dental

- i. PPO Plan
- ii. HMO Plan

B. Consumer Driven Health Plans (CDHP)

a. CDHP's will include a Health Savings Account (HSA).

- i. The City will make a contribution to the Employee's HSA in the following amounts:

- 1. Employee-only coverage - \$1,500
- 2. Employee plus one or more dependents - \$3,000

b. Employees may also contribute pre-tax dollars to their HSA up to the limits allowed by law.

C. Premiums

Beginning January 1, 20~~18~~²¹ and for the term of the contract the City contribution will increase up to 5% of any increasing premium costs.

D. Opt Out Provision In addition, members have an opt-out/cash-back option for eligible employees upon certification of other group coverage.

E. Flexible Spending Account (FSA)

- a. For employees enrolled in a non-CDHP plan: Employees will have the option of participating in a FSA for reimbursable medical costs, dependent care costs, or premium sharing costs.
- b. For employees enrolled in a CDHP plan: Employees will have the option of participating in a FSA for dependent care costs.

14.5 Dental Insurance

The City will pay 100% of the employee and eligible dependent cost for selected dental insurance for the term of this agreement.

- 14.6 All employee premiums will be paid using pre-tax dollars under the City's flexible benefits plan unless an employee notifies Human Resources and elects to waive payment through the flexible benefits plan.
- 14.7 It is understood that the type and level of benefits available from the City's health plan carriers may be changed from time to time by the carrier, and the City shall not have a duty or obligation to negotiate over such changes with the Union. Additionally, the City retains the right to change health plan providers as long as the new plan provides a comparable level of benefits as negotiated in this contract.
- 14.8 Medical and dental insurance premiums for regular part-time employees shall be paid by the Employer in the same portion as detailed in 14.4 above, and pro-rata, based on the employee's budgeted FTE (full-time equivalent).
- 14.9 The Labor-Management Insurance Committee will meet no less than annually to share information on benefits (including, but not limited to health, dental, life and long-term disability insurance). The City may also use this forum to gather feedback, ideas and alternatives to current plan offerings and/or designs as needed.

15. **Fitness for Duty**

The parties recognize that employees have the responsibility to report to work fit for duty.

- 15.1 To ensure physical and mental fitness, the employee may be required to provide to the Employer a fully completed certification from a medical and/or psychological provider on a City-provided form of the employee's fitness to perform the specific duties of their job or light duty alternative before returning to work.
- 15.2 The Employer also has the right to send employees for medical and/or psychological examinations at the City's expense for additional certification of fitness for duty whenever the Employer reasonably believes that the employee is not fit for duty or may be a danger to themselves or others.
- 15.3 The City shall comply with all applicable medical records confidentiality laws associated with any employee medical information.

16. Retirement Plan

- 16.1 All eligible employees and the Employer shall participate in the Washington Public Employees Retirement System (PERS) to the extent provided for by Washington state law.

17. Training Program

- 17.1 Training shall be scheduled by the Employer. Time spent in training shall be paid in compliance with the requirements of the Federal FLSA and applicable Washington State law. If the employee receives notification of essential certification requirements from the certifying agency, the employee has a responsibility to inform the Employer in a timely manner. City required safety and health trainings are not covered by this employee notification requirement.
- 17.2 Every effort will be made to schedule required training during on-duty time. Personnel may be scheduled and required to attend training outside of their normal shift.
- 17.3 Employees who desire tuition aid for specialized individual training or academic training may submit their request in accordance with City of Vancouver Policies and Procedures.
- 17.4 Any employee required to possess a certification for his/her position shall obtain such certification within the timeline established by the job announcement and/or offer letter, and shall maintain such certification during his/her tenure in such position. Failure to either obtain or maintain required certification(s) may be grounds for actions pursuant to Article 22 of this contract if the Employer has fulfilled their responsibility in accordance with subsections 17.1 and 17.2 above.

18. Clothing, Tools and Safety Equipment

- 18.1 The Employer shall purchase and replace such clothing, uniforms, and other equipment as designated by the department head, and shall make all necessary replacements as the need arises. All uniforms or equipment being replaced shall be returned to the Employer at the time of replacement.
- 18.2 Employees agree to maintain all clothing and equipment in good condition and not subject it to abuse beyond the regular call of duty.

19. Driver's Licenses

- 19.1 The parties recognize that the Federal Highway Administration (FHWA) has established regulations for employees required to have a Commercial Driver's license (CDL).

All employees in applicable positions are expected to obtain and maintain a commercial driver's license with such endorsement as necessary to operate vehicles assigned to their work unit.

Employees new to a position requiring a CDL shall be allowed up to six (6) months to obtain a CDL permit and up to one (1) year to obtain the license. Failure to either obtain or maintain the required CDL may be grounds for discipline up to and including termination of employment.

The City will provide:

- 19.1.1 An opportunity for each employee to develop the skill required to obtain the license.
 - 19.1.2 Reimbursement for fees to obtain the license and endorsements, provided that if the employee incurs additional charges because he or she fails any part of the exam, those charges shall be the employee's responsibility.
 - 19.1.3 The required medical/physical examination provided that, at the city option, the city may reimburse the employee for a physical examination by a physician of the Employer's choice. An employee wishing to use his or her own physician when the city offers a paid examination with its own physician will not be reimbursed for the examination.
 - 19.1.4 Use of a city vehicle to take the practical/driving portion of the examination, on city time, provided that the city may require the employee to demonstrate proficiency in operating the vehicle in a trainee capacity before allowing the employee to use the vehicle in the driving test.
 - 19.1.5 All employees required to maintain a Commercial Drivers' License shall be subject to all rules and regulations issued by the federal government including requirements for drug testing.
- 19.2 For those employees who must drive vehicles to carry out their job as determined by the Employer, if any employee has his/her driver's license (or CDL for those employees required to have a CDL) revoked or suspended for one hundred twenty (120) days or less, then the Employer will make a reasonable effort to reassign the employee to jobs not requiring driving. If such reassignment is not practical, the employee shall be suspended without pay. The employee may elect to take other appropriate available leave (accrued vacation or compensatory time) in lieu of suspension without pay. If the employee's driver's license (or CDL for those employees required to have CDL) is revoked or suspended for more than one hundred twenty (120) days, then the Employer shall make a reasonable effort to

reassign the employee. If such reassignment is not practical, the employee shall be immediately discharged.

If an employee has been discharged from employment with the City for the loss of their required driver's license or CDL and is actively appealing the basis for the loss through the justice system, the City will consider them eligible for appointment to the next available position for which they are qualified if their appeal is successful and their required driver's license or CDL is reinstated within one year from the date of loss. An employee receiving an appointment to a position will return with the seniority and accrual rates that they had at the time they were discharged. Only employees who fit this specific criterion will be given this consideration.

- 19.3 Notwithstanding the provision of section 19.2 above, the Employer retains the right to pursue actions under Article 22 for inappropriate workplace behavior which results in their driver's license (or CDL for those employees required to have a CDL) being revoked or suspended.
- 19.4 If an employee in a job which requires a driver's license (or CDL for those employees required to have a CDL) has their license revoked or suspended for medical reasons, the Employer will make a reasonable effort to reassign the employee to duties which do not require a driver's license (or CDL for those employees required to have a CDL) and for which the employee is qualified. The Employer will not create work or a position to accommodate the employee. If the Employer is not able to find existing work to which the employee can be assigned, then the employee may be separated from employment in accordance with public laws, this contract and city policies.

20. Mileage Reimbursement, Parking Rates, and Commute Trip Reduction (CTR)

- 20.1 Mileage Reimbursement – Some jobs may require the use of an individual employee's automobile. In the event this is required by the Employer, it will pay the employee a mileage reimbursement at the rate established by the Internal Revenue Service.
- 20.2 Parking Rates – City employees who work in the downtown area pay for parking in City-owned or -operated lots or on permitted street spaces. The rates below are applicable to those employees who currently work downtown or who will work downtown in the future.

20.2.1 City-Owned or -Operated Lot Rates and On-Street Parking

With respect to all parking options, city employees will be expected to pay the prevailing parking rates.

20.2.3 Payment of Parking Fees

City work locations in the downtown area require employees to pay for parking should they want to park in a City-owned or -operated lot or in a permitted on-street parking space. Employees not currently paying parking fees because of their work location or commuting choice are subject to paying fees if their work location or commuting choice changes to one where parking fees are in effect. Conversely, employees who currently work in the downtown area and pay for parking will not be subject to that requirement should they relocate to an area where parking fees are not charged.

- 20.3 Commute Trip Reduction – The City participates in a Commute Trip Reduction (CTR) program and encourages employees to use alternate modes of transportation to get to and from work. For employees who use alternate modes of transportation for their work commute at least 60% of their scheduled work time (based on mandatory monthly self-reporting), the City will provide:
- a. a taxable cash incentive (\$25) for bicycling, walking, or carpooling to work; or
 - b. 100% of the cost of a bus pass; or
 - c. the option of a vanpool and will pay a variable amount (amount depends on the numbers of participants) to participating employees.

Incentives are currently available to all participating employees, regardless of their current work location.

Because the CTR program is funded at a specific level, should the demand for incentives exceed the annual budget availability, the City may have to reconfigure incentive amounts and participation parameters. Should that situation arise, the City will meet with the Union to discuss proposed changes.

21. Grievance Procedure

21.1 Definition

For purposes of this Agreement, the term "grievance" means any dispute between the Employer and the Union or an employee concerning the application or interpretation of the terms of this Agreement. If the grievance involves a disciplinary matter, either the employee or the employer may waive Step 1 of the grievance procedure under 21.2.

21.2 Procedure

Notwithstanding the grievance procedure listed below, the Employer and Union agree that it is in their mutual best interest to resolve disputes as early and informally as possible. Employees are encouraged but not required to first meet

with their immediate supervisor. Every effort shall be made by both parties to reach an agreeable resolution promptly at each step of the grievance procedure.

Should a grievance be filed, the parties agree the grievance shall be submitted in accordance with the following steps: Any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing.

For each step of the grievance process, a written grievance shall be required to include the following information:

- a. Set forth the section(s) of the agreement allegedly violated and state the specific nature of the violation.
- b. Indicate the date(s) of the incident(s) grieved.
- c. Specify the remedy or solution to the grievance sought by the employee(s).
- d. Identify the grievant and be signed by the grievant.

21.2.1 **Step 1:** If a grievance is to be advanced under this procedure, the written grievance shall be presented by the employee to his/her immediate management representative (not covered by this Agreement) within ten (10) working days from the date the employee had knowledge or should have had knowledge of the alleged breach or violation of this Agreement.

The management representative (not covered by this Agreement) shall meet with the aggrieved employee and the Union steward within ten (10) working days of the management representative's receipt of the grievance. The parties agree to make every effort to settle the grievance promptly at this stage. Within ten (10) working days after such meeting, the management representative (not covered by this Agreement) shall mail, email or hand deliver a copy of his/her decision to the aggrieved employee, the Union and the department head.

21.2.2 **Step 2:** Should the grievance remain unresolved at Step 1, the Union shall, within ten (10) working days after mailing, emailing or hand delivery of the Step 1 response, deliver an appeal of the Step 1 decision in writing to the department head.

The department head or their designee and management representative (not covered by this Agreement), shall convene a meeting with the aggrieved employee and Union representative within ten (10) working days of receipt of the written appeal. The department head shall make a decision on the matter within ten (10) working days of such meeting. Copies of the written decision shall be mailed, emailed or hand delivered to the aggrieved employee, the Union and the City Manager.

21.2.3 **Step 3:** Should the grievance remain unresolved after Step 2, the Union shall, in writing, deliver the appeal of the Step 2 decision to the City

Manager or his/her designated representative(with a copy to the department head) within ten (10) working days after mailing, emailing or hand delivering of the decision reached in Step 2. The City Manager or his/her designee shall convene a meeting of the aggrieved, the Union representative, the department head, and other directly involved individuals as determined by the parties to be appropriate, within ten (10) working days of receipt of the written appeal and shall render his/her decision within ten (10) working days of such meeting with copies of the aggrieved employee, the Union and the department head.

- 21.2.4 The Union will attempt to explain to management why the grievance is still unresolved as it moves up the steps towards arbitration, but the explanation will not have merit as to the step advancement.

21.3 *Arbitration*

If the grievance remains unresolved after a decision is rendered in Step 3 above, it may be submitted by the Union to a mutually acceptable arbitrator as hereinafter provided. If the Union wishes to proceed to arbitration, such notice must be provided by the Union to the City Manager within fifteen (15) working days following the Union's receipt of the City Manager's decision as outlined in Step 3.

Should the grievance be submitted to arbitration, the parties shall mutually select a disinterested third party to serve as arbitrator. In the event the Employer and the Union are unable to agree on an arbitrator, the arbitrator shall be selected by the process of alternately striking from a panel of eleven (11) arbitrators from the Pacific Northwest region as furnished by the Public Employment Relations Commission (PERC) or the Federal Mediation and Conciliation Service (FMCS) or other mutually agreed to similar organization. The Union shall strike the first name. The request for a arbitrator shall state the general nature of the issue. The city and the Union will jointly share the fee for selection and services of an arbitrator. Each party shall pay the fees and expenses of their own attorneys, representatives and witnesses.

The arbitrator shall render a decision as promptly as possible. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and/or the Union, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the specific terms of the agreement and shall not have jurisdiction to add to, detract from, or alter in any way, the provisions of this Agreement.

A decision within the jurisdiction of the arbitrator shall be final and binding upon all parties. The parties shall abide by the award made in connection with any arbitral decision.

21.4 *Group Grievances*

A grievance that involves or affects a significant portion of the employees in the bargaining unit may be introduced by the Union in written form to the department head as set forth in Step 2 of the grievance procedure, and proceed as set forth there in.

21.5 *Time Restriction*

If the grievance is not filed or advanced in accordance with the time limits set forth within the procedure, the grievance shall be considered non-submitted or resolved on the basis of the Employer's last response. A grievance not responded to by the Employer within the prescribed time limits shall be granted, provided that the remedy sought conforms to the provisions of this agreement and applicable laws. The parties may mutually agree to extend the time limits for a given step for a specified period of time. All references to days in this article shall mean "working days" as in a normal work week of Monday through Friday.

22. Employee Discipline and Termination

- 22.1 The Employer may discipline or discharge any newly hired or rehired employee at any time during the initial probationary period, with or without cause, and such discipline or discharge shall not be subject to appeal.
- 22.2 The Employer may, in good faith for just cause, take disciplinary action by written reprimand, suspension, transfer, delay of step increase, demotion or discharge. The degree of discipline administered shall depend on the severity of the infraction. Disciplinary action must be issued within thirty (30) calendar days after the Employer became aware of the offense, unless based on an extended pattern of performance or behavior. The thirty (30) calendar day timeline set forth herein may be extended upon mutual agreement between the Employer and the Union. Written reprimands may be grieved up to the City Manager or their designee, but not arbitration unless and until such time as such written reprimands are relied upon to support subsequent and timely discipline including suspension, transfer, delay of step increase, demotion or discharge.
- 22.3 The Employer shall not take any disciplinary action as defined in this section without giving the employee the right to have a Union representative present. If an employee(s) is requested to attend any meeting for the purpose of investigation, where such investigation may lead to discipline or discharge of that employee, that employee(s) will be informed of their right to have Union representation present before such meeting is to take place. The employee shall be provided a letter setting forth the reason(s) for such action at the time such action is taken or shortly thereafter.

- 22.4 Employees shall be given the opportunity to read and answer all disciplinary letters before placement of such material into their official personnel file maintained by Human Resources and will be requested to sign such letters. Signature thereon shall not be construed as admission of guilt or concurrence with the discipline, but rather an indication that the employee has seen and comprehends the gravity of the disciplinary action.
- 22.5 Copies of written reprimands and other disciplinary letters will be provided to the Union. Copies of written reprimands will be used to indicate trends of behavior which may lead to discipline and/or discharge.
- 22.6 Only management representatives who are not covered by this agreement may discipline employees above a written reprimand.

23. Performance Evaluations

- 23.1 Each employee's job performance shall be reviewed and evaluated at least annually.
- 23.2 Performance evaluations are not disciplinary and are not subject to the grievance procedure.
- 23.3 An employee may append his/her written comments to the performance evaluation report. Employee comments must be attached and submitted with the signed performance evaluation to human resources.

24. Non-Reduction of Wages and Working Conditions

- 24.1 The parties hereto agree that the wages and working conditions in effect and now being paid to and enjoyed by the members of the Union shall not be reduced in view of the provisions of this agreement; provided, nothing in this section shall be construed to limit in any way, the Employer's rights under Article 3., Rights of Management, above, or to make changes in current practices, provided: (1) Advance notice of the change is given to the Union and affected employees, and, (2) Reasonable opportunity is provided to discuss the change with the city.

25. Layoff, Recall, and Bumping

- 25.1 Layoff Procedure – Layoffs or reductions-in-full time equivalent (FTE) positions (including transfers for this purpose and reduction in hours) may be undertaken by the City due to budgetary reductions, organizational restructuring, lack of work, reduction or elimination of funds, material change in duties or organization, reduction in force or workload, or in the interests of economy or efficiency.
- 25.2 Alternatives to Layoff – The City will attempt to avoid layoffs and whenever possible to consider alternatives to layoffs before final decisions are made. At the discretion of the City, these considerations may include:

- 25.2.1 To avoid layoff an employee may transfer to a vacant position, if available. An employee may be eligible for a transfer provided that he/she meets the minimum qualifications for the job.
- 25.2.2 The City shall notify each employee subject to layoff of his/her rights and responsibilities as described in this Article. Such notification shall be reduced to writing and incorporated in each layoff notice the City issues to an employee subject to layoff.
- 25.3 After the City has identified the job classification, division (e.g. Streets, Water, Criminal, Civil), workgroup (e.g. Signals, Water Production) or program area (e.g. Street Lights, Hydrant Flushing, Aquatics, Fitness) being reduced, layoffs and resource reductions will be made in the following order:
- 25.3.1 Temporary or seasonal employees occupying regular classifications, Offender Service Crews, and newly hired probationary employees shall be laid off prior to regular status employees.
- 25.3.2 The order in which employees will be laid off shall be determined based on seniority as defined in 25.7 of this Article.
- 25.3.3 Any exception to this will be mutually agreed to by the Union and City.
- 25.4 When an employee is identified for a layoff or reduction-in-force, he/she shall be permitted to bump into a job or classification which he/she currently holds or has previously held, provided that the employee meets the minimum qualifications for the job. If the employee is a Building Repair Specialist, the employee shall be permitted to bump into the Facilities Maintenance Specialist II classification provided that the employee meets the minimum qualifications for the job. In doing so, he/she may “bump” the least senior employee in that job or classification within the bargaining unit. Bumping may only occur within the same bargaining unit such as Operations Center, Recreation, or Law.
- An employee who has been transferred pursuant to 25.2.1 or bumped into a new position as an alternative to layoff and who fails to perform the functions of the new position during probation will be placed on the reinstatement list. Such employees will only be eligible for reinstatement to the position from which they were originally laid off. Failure to pass probation for reasons other than performing the functions of the new position will result in termination in accordance with Article 22.
- 25.5 Notice to Union – Representatives of the City shall notify the Union within fifteen (15) working days after the City has officially determined that a layoff or reduction-in-FTE will affect any of the Union members. After such notification, the City agrees to meet with the Union, if requested, and to inform the Union of the details of the layoff and provide a current seniority list as well as any other

relevant information. This meeting shall occur prior to notifying the employee(s) selected for reduction or elimination.

25.6 Notice to Employees – Each employee to be laid off or to have an FTE reduction shall be given at least thirty (30) calendar days’ notice of layoff, with a copy to the Union. Employees who remain may be assigned the additional duties of those lower classified positions that were laid off or reduced. Such a situation will not result in a decrease in pay or downward reclassification.

25.6.1 Once the City had notified the affected employee of layoff and there is an available vacant position or a position for the employee to bump into, if any, he/she must notify Human Resources in writing of his/her intent to accept a vacant position or exercise bumping rights within ten (10) working days of the initial layoff notice. If notification is not received within the allotted time, rights to vacant positions or to bump shall be waived by the employee. The Employee will subsequently be placed on the reinstatement list.

25.7 Seniority – Seniority for the purposes of layoff, reduction, recall, and bumping shall be based upon City seniority for all members covered under this Agreement as of September 2, 2009. Thereafter, employees transferring or hired into any one of the bargaining units shall have seniority defined as the employee’s most recent date of hire into their respective bargaining unit. Should the seniority of any two or more employees be equal, the respective seniority rights of such employees shall be determined by date of application, and if that is the same, the affected employees shall draw lots. Employee seniority shall not be reduced because of unpaid leave protected under state and federal regulations.

25.8 Recall – Employees who have been laid off, or transferred as an alternative to layoff, are eligible for recall for a period of thirty-six (36) months following the date of layoff or reduction in FTE. The names of persons laid off will be placed on one recall list. When a vacancy occurs in the same job classification for which there exists a recall list, the City will fill the vacancy using that list with the understanding that employees must meet the required minimum qualifications for the position to which they would be recalled into. If there is more than one employee on the recall list eligible for a vacancy in a particular job class, the City will use seniority as defined in Article 25.7 to determine who shall be offered recall. Recall notices will be sent by certified mail to the last address reflected in the employee’s official personnel file.

25.8.1 When an employee is recalled within thirty-six (36) months to the job or classification from which they were laid off, they will be placed into the same step occupied at the time of the layoff and may serve an additional probationary period, if the job is significantly different than their previous job. Recalled employees will have their accrual rates restored to the same accrual rate as of the date of layoff.

25.8.2 Reinstatement. Employees who have been laid off and are in a recall status may also apply and be considered for job openings outside their job classification prior to or after layoff. Any employee who is offered a job other than the position from which they were laid off within thirty-six (36) months of their layoff will be treated as a new employee and will serve a new probationary period. Employees will also be placed into the salary schedule for the new position consistent with the applicable salary schedule or guidelines. Reinstated employees will have their accrual rates restored to the same accrual rate as of the date of layoff.

25.8.3 Once an employee on the recall list is offered recall, the employee must respond within fourteen (14) calendar days of the date of the notice, unless extended by mutual consent. The employee shall be responsible for notifying the Human Resources Department of any change in their address or telephone number, while on layoff status.

25.8.4 Benefit accrual and service credit will be discontinued while in a layoff status of thirty (30) or more days. However, upon recall or reinstatement, an employee's previous hire date will be maintained, but the employee's service date will be adjusted to deduct the time spent in a layoff status.

25.9 Eligibility for recall/reinstatement ends if:

25.9.1 An employee refuses to accept an offer of recall to a position in the same classification as that from which he/she was laid off.

25.9.2 An employee fails to respond to an offer of recall within fourteen (14) calendar days following the date the offer is mailed.

25.9.3. The employee requests in writing to be removed from the recall list.

25.9.4 The employee resigns or retires.

Definitions of Alternative to Layoff

- A. Transfer (moves laterally) – The movement from one position within a job classification to another position within the same classification or from one position to a position with a different classification in the same pay range. A transferred employee would be placed at the same step in the same range as the position that they transferred from. Terms and conditions of transfers are provided in Article 9.3.
- B. Demotion – The movement from a higher paid job classification to a lower paid job classification. An employee accepting a demotion may serve a probationary period, if the job is significantly different than their previous job, and would be

placed at the top step of the lower job classification range or the step in the job classification range that provides the least amount of decrease in pay.

26. Contracting-Out/Out-Sourcing

- 26.1 Should the City contract-out or out-source work, which is currently being performed by AFSCME Union employees, the City shall inform AFSCME and shall meet with AFSCME to impact bargain the effects.

27. Conflict of Contract and City Employment Policies

- 27.1 It is agreed that the intention of the parties to this agreement is that this agreement and all working agreements shall be consistent with the City employment policies and that where it is found that the provisions of such an agreement are in conflict with the City employment policies that the language of the agreement shall control.
- 27.2 Employees represented by this contract will be under the City's Employment Policy Manual. It is the intent that departmental rules shall be superseded by the City's Employment Policy Manual. If a situation occurs in which there is a difference between City rules/policies, and those of the department, Human Resources will meet with the Union and the affected department to reach a mutually agreeable solution.
- 27.3 The City shall provide legal representation to an employee represented by this contract as may be reasonably necessary to defend a claim or lawsuit filed against such employee resulting from any conduct, act or omission of such employee performed or omitted on behalf of the City in his/her capacity as an employee which act or omission is within the scope of his/her service or employment with the City in accordance with the provisions of Vancouver Municipal Code Chapter 2.46.

The City shall inform the employee whether the employee shall be offered a defense. The City shall first provide an opportunity for the employee and the Union to meet in advance with the City Manager so that the employee and/or Union may provide the City Manager with any evidence or argument, whether verbally or in writing, before the City Manager may deny defense and/or indemnification to the employee under Chapter 2.46 VMC. Only the employee, City Manager, Union representative, Union attorney, or City Attorney (or designated legal advisor) may attend the meeting. If the City Manager grants defense and indemnification to the employee under chapter 2.46 VMC, no such meeting shall be required or held.

28. Separability Clause

- 28.1 If an article of this agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any article should be restrained by such tribunal, the remainder of this agreement shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article.

29. Termination and Renewal

- 29.1 This agreement and all attachments hereto shall be in full force and effect from January 1, 20~~18~~21 through December 31, 20~~20~~21, and shall continue in effect if renewed or extended by mutual agreement.
- 29.2 Not less than one hundred twenty (120) days prior to the end of the contract, either party may notify the other in writing of its desire to terminate or modify the agreement; provided that an earlier commencement may be scheduled by mutual agreement.

30. Labor-Management Committee

- 30.1 An Operations Center-wide Labor-Management Committee currently exists. AFSCME has historically been represented on and participated in its meetings and will continue to do so.

A City Attorney Support Staff Labor-Management Committee also exists and meets to discuss internal labor-management issues specific to that workgroup.

Topics for the agenda will be shared at least one (1) week before the meeting. Issues not covered by the contract, clarification of contract issues, various surveys and committee work related to mandatory bargaining subjects and city employment policies shall be regular agenda items for this committee.

31. Temporary or Seasonal Workers

- 31.1 Temporary or seasonal worker for purposes of this contract shall mean one who is hired to work not more than 1,040 hours in any one specific classification in one specific department in any twelve (12) consecutive month period. Temporary workers will not be used for more than the 1,040-hour period. Exceptions to this policy shall be mutually agreed upon by the Employer and the Union. The Employer will not rotate temporaries through the same regular position(s).
- 31.2 The intended use of temporary or seasonal workers by the Employer is to cover seasonal workloads and to fill unexpected vacancies created by a sudden increased work load, to instruct classes and provide other services that do not require the use of regular staff, and to fill in as a result of termination or disabilities of regular employees. It is acknowledged that there will be exceptions

to this policy. Exceptions to this policy shall be mutually agreed upon by the City and the Union.

- 31.3 The Employer will make all records of temporary or seasonal workers, the date they started, and total hours worked, available to the Union upon request.

32. Tobacco Free Work Environment

- 32.1 All city facilities, including city-owned buildings, vehicles, individual employee offices, and offices or other facilities rented or leased by the city will be tobacco free.

33. Contract Amendments

- 33.1 The parties agree that this Agreement may be amended in writing as agreed to by both parties without action of their respective legislative bodies, unless otherwise specified herein, including, but not limited to, amendment by Memorandum of Understanding or Memorandum of Agreement.

Dated this _____ day of _____, 20~~18~~21.

For the Employer

Eric Holmes, City Manager

Lisa Takach, HR Director

Approved as to form:

Jonathan Young, City Attorney

Attest:

Natasha Ramras, City Clerk

For the Union

Larry Clark, Business Agent
AFSCME, 307VC

Dave McGrath, President,
AFSCME, 307VC

Jeff Weber, Vice-President,
AFSCME, 307VC

Yvonne Taylor, Executive Board,
AFSCME, 307VC
City Attorney's Office

James Fields, Executive Board
AFSCME, 307VC
Parks and Recreation

Appendix A - Classifications and Rates of Pay

Salary Schedule adjusted by 2% effective January 1, 2020~~1~~

AFSCME 2021 Pay Ranges								
Range Number	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1	\$ 3,030	\$ 3,137	\$ 3,247	\$ 3,361	\$ 3,478	\$ 3,600	\$ 3,725	\$ 3,874
-								
2	\$ 3,107	\$ 3,216	\$ 3,328	\$ 3,444	\$ 3,564	\$ 3,690	\$ 3,819	\$ 3,971
3	\$ 3,184	\$ 3,296	\$ 3,412	\$ 3,531	\$ 3,654	\$ 3,781	\$ 3,914	\$ 4,070
Recreation Coordinator A								
4	\$ 3,264	\$ 3,378	\$ 3,496	\$ 3,618	\$ 3,745	\$ 3,877	\$ 4,012	\$ 4,173
5	\$ 3,344	\$ 3,462	\$ 3,584	\$ 3,709	\$ 3,838	\$ 3,973	\$ 4,111	\$ 4,276
6	\$ 3,429	\$ 3,549	\$ 3,673	\$ 3,803	\$ 3,935	\$ 4,072	\$ 4,215	\$ 4,383
Warehouse Worker								
7	\$ 3,515	\$ 3,638	\$ 3,765	\$ 3,896	\$ 4,034	\$ 4,175	\$ 4,320	\$ 4,493
-								
8	\$ 3,603	\$ 3,728	\$ 3,860	\$ 3,994	\$ 4,133	\$ 4,279	\$ 4,428	\$ 4,606
9	\$ 3,693	\$ 3,822	\$ 3,956	\$ 4,094	\$ 4,236	\$ 4,385	\$ 4,539	\$ 4,722
Warehouse Technician Legal Secretary								
10	\$ 3,784	\$ 3,917	\$ 4,053	\$ 4,197	\$ 4,344	\$ 4,496	\$ 4,652	\$ 4,838
Maintenance Worker I								
11	\$ 3,880	\$ 4,015	\$ 4,155	\$ 4,300	\$ 4,452	\$ 4,608	\$ 4,769	\$ 4,958
-								

12	\$ 3,977	\$ 4,116	\$ 4,260	\$ 4,408	\$ 4,563	\$ 4,724	\$ 4,888	\$ 5,084
Facilities Maintenance Specialist I								
13	\$ 4,075	\$ 4,219	\$ 4,367	\$ 4,519	\$ 4,677	\$ 4,840	\$ 5,009	\$ 5,211
Maintenance Worker II Recreation Specialist B Utility Locator								
14	\$ 4,178	\$ 4,323	\$ 4,475	\$ 4,631	\$ 4,793	\$ 4,962	\$ 5,136	\$ 5,341
Street Light Technician I								
15	\$ 4,282	\$ 4,432	\$ 4,586	\$ 4,747	\$ 4,913	\$ 5,086	\$ 5,263	\$ 5,473
16	\$ 4,389	\$ 4,543	\$ 4,702	\$ 4,866	\$ 5,036	\$ 5,213	\$ 5,396	\$ 5,612
Water Quality Assistant Water System Operator								
17	\$ 4,500	\$ 4,657	\$ 4,820	\$ 4,989	\$ 5,162	\$ 5,345	\$ 5,529	\$ 5,751
Chemical Specialist Inspector Maintenance Specialist Grounds Maintenance Specialist Warehouse Specialist								
18	\$ 4,612	\$ 4,774	\$ 4,940	\$ 5,112	\$ 5,293	\$ 5,475	\$ 5,668	\$ 5,896
Building Repair Specialist Facilities Maintenance Specialist II								
19	\$ 4,727	\$ 4,892	\$ 5,062	\$ 5,241	\$ 5,422	\$ 5,614	\$ 5,811	\$ 6,042
Administrative Assistant Lead Maintenance Worker Lead Utility Locator Legal Assistant Program Coordinator (Law)								

Utility Maintenance Mechanic Utility Specialist Water Quality Technician								
20	\$ 4,844	\$ 5,014	\$ 5,190	\$ 5,371	\$ 5,560	\$ 5,754	\$ 5,955	\$ 6,194
Street Light Technician II								
21	\$ 4,966	\$ 5,140	\$ 5,319	\$ 5,506	\$ 5,699	\$ 5,898	\$ 6,103	\$ 6,348
Paralegal Rehabilitation Specialist -								
22	\$ 5,090	\$ 5,268	\$ 5,454	\$ 5,642	\$ 5,842	\$ 6,045	\$ 6,257	\$ 6,508
Water Treatment Plant Operator -								
23	\$ 5,217	\$ 5,401	\$ 5,589	\$ 5,784	\$ 5,986	\$ 6,197	\$ 6,414	\$ 6,670
Recreation Coordinator C Traffic Signal Technician								
24	\$ 5,349	\$ 5,535	\$ 5,729	\$ 5,929	\$ 6,137	\$ 6,352	\$ 6,574	\$ 6,836
Water Quality Coordinator								
25	\$ 5,480	\$ 5,674	\$ 5,872	\$ 6,078	\$ 6,290	\$ 6,511	\$ 6,739	\$ 7,007
Investigator Recreation Coordinator D -								
26	\$ 5,619	\$ 5,816	\$ 6,018	\$ 6,229	\$ 6,448	\$ 6,673	\$ 6,907	\$ 7,183
Lead Water Treatment Plant Operator								
27	\$ 5,760	\$ 5,961	\$ 6,170	\$ 6,385	\$ 6,609	\$ 6,839	\$ 7,079	\$ 7,363
Electrician								

Facilities Systems Administrative Technician HVAC Technician Lead Traffic Signal Technician Utility Electrician								
28	\$ 5,903	\$ 6,110	\$ 6,323	\$ 6,543	\$ 6,774	\$ 7,011	\$ 7,257	\$ 7,546
Facilities Maintenance Specialist Lead SCADA Technician								
29	\$ 6,050	\$ 6,262	\$ 6,481	\$ 6,708	\$ 6,942	\$ 7,186	\$ 7,437	\$ 7,736
Warehouse Supervisor Traffic Signal Specialist								
30	\$ 6,202	\$ 6,419	\$ 6,643	\$ 6,877	\$ 7,116	\$ 7,367	\$ 7,623	\$ 7,927
Public Works Supervisor								
31	\$ 6,358	\$ 6,579	\$ 6,810	\$ 7,047	\$ 7,294	\$ 7,549	\$ 7,814	\$ 8,125
32	\$ 6,516	\$ 6,744	\$ 6,980	\$ 7,224	\$ 7,478	\$ 7,739	\$ 8,009	\$ 8,330

Appendix B- Paid Time Off (PTO) Accrual Schedule Effective October 1, 2015

Employee Paid Time Off (PTO) Accrual Schedule For employees hired before March 24, 2003 and after January 1, 1980						
During Year of Service	Hours Per Month	Days Per Year (Based on an 8 hour day)	Maximum Accumulation Hours / Days (Based on an 8 hour day) (Maximum amount of payout at separation)		Maximum Accumulation Hours / Days (Based on an 8 hour day)	
1-5	18.34	27.5	440	55	608	76
6-10	20.34	30.5	488	61	656	82
11-15	22.34	33.5	536	67	704	88
16-20	24.34	36.5	584	73	752	94
21+	26.34	39.5	632	79	800	100

Employee Paid Time Off (PTO) Accrual Schedule For employees hired on or after March 24, 2003						
During Year of Service	Hours Per Month	Days Per Year (Based on an 8 hour day)	Maximum Accumulation Hours / Days (Based on an 8 hour day) (Maximum amount of payout at separation)		Maximum Accumulation Hours / Days (Based on an 8 hour day)	
1-2	15	22.5	360	45	528	66
3-5	18.34	27.5	440	55	608	76
6-10	20.34	30.5	488	61	656	82
11-15	22.34	33.5	536	67	704	88
16-20	24.34	36.5	584	73	752	94
21+	26.34	39.5	632	79	800	100

Employee Vacation Accrual Schedule Employees hired before January 1, 1980						
During Year of Service	Hours Per Month	Days Per Year (Based on an 8 hour day)	Maximum Accumulation Hours / Days (Based on an 8 hour day) (Maximum amount of payout at separation)		Maximum Accumulation Hours / Days (Based on an 8 hour day)	
21+	28.34	42	680	85	848	106

AFSCME, Local 307VC
Addendum Agreement – City Attorney’s Office Support Staff

This addendum agreement, hereinafter referred to as the Addendum, is effective as of the date indicated herein and is effective for the term of the AFSCME, Local 307VC collective bargaining agreement that begins January 1, 2018, hereinafter referred to as the Agreement, and it is by and between the City of Vancouver, a municipal corporation of the State of Washington and hereinafter referred to as the Employer, and the Washington State Council and City Employees, AFSCME Local 307VC, hereinafter referred to as the Union.

The articles in this Addendum are applicable to AFSCME employees of the City Attorney’s Office, and they modify and supersede the corresponding articles in the Agreement. Articles and sub-articles in the Agreement that are not modified in the Addendum apply, in their entirety, to all AFSCME bargaining units and members.

1. Recognition and Bargaining Unit

The Employer hereby recognizes the Union as the sole exclusive bargaining agent for the purposes of establishing wages, hours, fringe benefits and working conditions for employees of the City within the City Attorney’s bargaining unit as described below:

All office clerical, technical, and support personnel in the City Attorney’s office of the City of Vancouver, excluding elected officials, City Attorney and professional employees.

7. Identification of Jobs

- 7.7 Acting of Out-Of-Class Assignments: When acting or out-of-class appointments are made to higher paying positions, preference shall be given on a rotation basis to qualified employees within the program area or division. The rotation list shall be by seniority. Employees must have one (1) year of service prior to consideration for placement in an acting position. When the most senior employee has been given an out-of-class appointment, the next appointment shall be given to the next lower person on the list. Employees on the list have the option of refusing the out-of-class assignment.

10. Work Week, Hours of Work, Shifts

10.5 Shift Assignments

From time to time, current work schedules may be temporarily changed to fill needs due to sick leave, military leave, or unanticipated absences. This could involve transferring an employee from one period of consecutive days to another. Such change will not be subject to provisions for premium pay on the first, second and third days, or the fourth day in the case of a five (5) day work schedule, provided that the following criteria are met:

10.5.1 Any time a work schedule is changed, it will consist of consecutive days of work.

10.5.2 Employees will be notified of the change at least twenty-four (24) hours in advance of the new work schedule.

10.5.3 The work schedule change shall be of a temporary nature, not to exceed thirty (30) days.

10.5.4 Employees may request work schedule changes, but the City shall assume no obligation for premium pay on the initial first, second, and third days, or the fourth day in the case of a five (5) day work schedule of the new shift.

10.5.5 A work schedule differential of \$2.00 per hour shall apply to regular work schedules that include a Saturday or Sunday.

10.6 Flexible Work Schedules – Applies to Employees of the City Attorney’s Office

The Union and the City mutually agree that staff of the City Attorney’s Office (CAO) covered under this agreement may flex their hours to accommodate issues arising from personal and/or work-related situations. Allowing staff to flex their hours across days, i.e. from one day to the next, may cause an employee to work more hours than their regular shift on one day while working fewer hours than their regular shift the next day. In the event an employee’s schedule is flexed from one day to the following day, the employee shall not be entitled to overtime pay as provided in Article 11.5.1 of this agreement. The City shall still be required to

comply with the overtime provisions of the Fair Labor Standards Act should an employee work more than forty (40) hours in the work week.

Requests for flex scheduling need to be scheduled within or reasonably close to regular business hours.

Requests for flex scheduling will be handled on a case by case basis and must be approved in advance by the employee's supervisor. No employee will be denied a flex scheduling request for arbitrary or capricious reasons.

11. Rates of Pay

11.5.1 Overtime and Callback Time

All scheduled overtime and/or callback time shall be offered on a seniority basis by program area or based on the needs of a particular case or project, starting with the most senior qualified person.

25. Layoff, Recall, and Bumping

- 25.4 When an employee is identified for a layoff or reduction in force, he/she shall be permitted to move into a vacant job or classification, within the same bargaining unit and division (Criminal or Civil), provided that the employee meets the minimum qualifications for the job. If an employee has served in both the Criminal and Civil divisions and is qualified, he/she may bump into either division. If there is no vacancy to move into, the employee may bump according to the progression below:
- a. The employee may bump the least senior employee in the division (or bargaining unit for those who qualify and have served in both divisions) in his/her same classification, provided that the bumping employee has more seniority.
 - b. If no opportunity exists in subparagraph a. (above), then the employee may bump the least senior employee in the division (or bargaining unit for those who qualify and have served in both divisions) in the next lowest classification, provided that the bumping employee has more seniority.
 - c. If no opportunities exist in subparagraphs a. or b. (above), then the employee may bump the least senior employee in the division (or bargaining unit for those who qualify and have served in both divisions) in the classification lower than the next lowest, provided the bumping employee has more seniority.
- 25.5 In all cases of movement into vacant positions and bumping, the employee must be qualified to perform the new position's duties at the time of movement (i.e.,

the employee has the requisite license, certification and/or training and experience at the time of movement).

Bumping may only occur within the same division (or bargaining unit for qualified employees who have served in both divisions), and an employee is only eligible for one bump attempt, meaning if he/she is not qualified to bump according to the progression above, no other bumping options will be allowed.

An employee who bumps into a new position as an alternative to layoff and who fails to perform the functions of the new position during probation will be placed on the reinstatement list. Such employees will only be eligible for reinstatement to the position from which they were laid off. Failure to pass probation for reasons other than performing the functions of the new position will result in termination in accordance with Article 22.

Dated this _____ day of _____, [2021](#).

For the Employer

For the Union

Eric Holmes, City Manager

Larry Clark, Business Agent,
AFSCME, 307VC

Lisa Takach, HR Director

Dave McGrath, President,
AFSCME, 307VC

Jeff Weber, Vice-President,
AFSCME, 307VC

Yvonne Taylor, Executive Board,
AFSCME, 307VC
City Attorney's Office

Approved as to form:

Jonathan Young, City Attorney

Attest:

Natasha Ramras, City Clerk

AFSCME, Local 307VC
Addendum Agreement – Recreation Division

This addendum agreement, hereinafter referred to as the Addendum, is effective as of the date indicated herein and is effective for the term of the AFSCME, Local 307VC collective bargaining agreement that begins January 1, 2018, hereinafter referred to as the Agreement, and it is by and between the City of Vancouver, a municipal corporation of the State of Washington and hereinafter referred to as the Employer, and the Washington State Council and City Employees, AFSCME Local 307VC, hereinafter referred to as the Union.

The articles in this Addendum are applicable to AFSCME employees of the Recreation Division, and they modify and supersede the corresponding articles in the Agreement. Articles and sub-articles in the Agreement that are not modified in the Addendum apply, in their entirety, to all AFSCME bargaining units and members.

1. Recognition and Bargaining Unit

The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing wages, hours, fringe benefits and working conditions for employees of the City within the Recreation bargaining unit as described below:

All full-time and regular part-time employees of the Recreation Division of the City of Vancouver Parks and Recreation Department in the Firstenburg Community Center, Marshall Community Center, Luepke Senior Center and the Vancouver Tennis Center, excluding supervisors, confidential employees, Parks Division employees, customer service representatives, facilities assistants, field maintenance, support specialists and department aides.

7. Identification of Jobs

7.7 Acting or Out-Of-Class Assignments: When acting or out-of-class appointments are made to higher paying positions, preference shall be given to the most senior qualified (including all required certifications) employees the next lowest classification within the workgroup. (For example, the most senior qualified Recreation Specialist B would be appointed to an acting or out-of-class assignment for a Recreation Specialist C provided he or she was within the same workgroup.) Employees must have one (1) year of service prior to consideration for placement in an acting position. Employees may refuse the out-of-class assignment.

10. Work Week, Hours of Work, Shifts

10.3.2 For the purposes of administering shift differential, shifts are defined as follows:

Day Shift: 6:00 a.m. to 5:00 p.m.

Swing Shift: 3:00 p.m. to 12:00 a.m.
Graveyard Shift: 10:00 p.m. to 6:00 a.m.

Not all day, swing, or graveyard shifts will be within the specific shift start and end times noted above; however, if more than 50% of a shift is scheduled (including a split shift – where an employee works part of the shift, has a multiple hour block off, and then returns for the balance of the shift) in either the swing or graveyard shift, it will be eligible for shift differential. Shift differential rates are detailed in article 11.6.

10.5 Shift Assignments

10.5.5 No work schedule differential shall apply to regular work schedules that include a Saturday or Sunday.

10.6 Flexible Work Schedules – Applies to Non-Exempt Employees of the Recreation Division

Non-exempt staff of the Recreation Division covered under this agreement may flex their hours to accommodate issues arising from personal and/or work-related situations. Allowing staff to flex their hours across days, i.e. from one day to the next, may cause an employee to work more hours than their regular shift on one day while working fewer hours than their regular shift the next day. In the event an employee's schedule is flexed from one day to the following day, the employee shall not be entitled to overtime pay as provided in Article 11.6.1 of this agreement. The City shall still be required to comply with the overtime provisions of the Fair Labor Standards Act should an employee work more than forty (40) hours in the work week.

Requests for flex scheduling need to be scheduled within or reasonably close to regular business hours.

Requests for flex scheduling will be handled on a case by case basis and must be approved in advance by the employee's supervisor. No employee will be denied a flex scheduling request for arbitrary or capricious reasons.

11. Rates of Pay

11.5.1 Overtime

All scheduled overtime and/or callback time shall be offered on a seniority basis by workgroup (e.g. aquatics, fitness, etc.), starting with the most senior qualified (including all required certifications) employee in the classification required to meet the overtime needs (e.g., overtime would not be given to a Recreation Specialist A who had more seniority than a Recreation Specialist B if the overtime required staffing at the Recreation Specialist B level).

11.6 Overtime and Compensatory Time for Recreation Coordinator C's and D's- effective August 1, 2015

- 11.6.1 As exempt employees, Recreation Coordinator C's and D's are accountable for personal time management and are not entitled to overtime under the FLSA. Exempt employees may flex their hours to accommodate issues arising from personal and/or work-related situations. All flexing of hours must be within the same pay period.
- 11.6.2 However, by mutual agreement of the employer and employee, and with supervisor approval, employees may be eligible to receive overtime compensation above their regularly scheduled hours on an hour-for-hour basis.
- 11.6.3 With prior supervisor approval, employees may be eligible for overtime pay for extraordinary hours worked beyond their regularly scheduled hours in the pay period.
- 11.6.4 Employees may accrue compensatory time off in lieu of overtime compensation. Compensatory time off shall be accumulated at the same rate as overtime compensation would have otherwise been paid (1:1). The maximum accrual shall be forty (40) hours. Employees will be allowed to use accrued compensatory time off by mutual agreement with their supervisor. In the event an employee is affected by layoff from their regular position the employer will payout the balance of the Employee's compensatory time balance at the employee's rate of pay at the time of layoff.

13.3 – 13.6 Holidays for Recreation Coordinators and Administrative Assistants

	Recreation Coordinators A & B and Administrative Assistants	Recreation Coordinators C & D
Not Working	8 hrs holiday*	8 hrs holiday*
Scheduled (with supervisor approval)	1 1/2 times for hours worked; and 8 hrs holiday*	Straight time for hours worked; and 8 hrs holiday*

Emergency Call-In	1 1/2 times for hours worked; and 8 hrs holiday*	1 1/2 times for hours worked; and 8 hrs holiday*
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***pro-rated by FTE for part-time**

25. Layoff, Recall, and Bumping

25.4 When an employee is identified for a layoff or reduction in force, he/she shall be permitted to move into a vacant job or classification, within the same bargaining unit (Parks, Streets, Recreation), provided that the employee meets the minimum qualifications for the job. If there is no vacancy to move into, the employee may bump according to the progression below:

- a. The employee may bump the least senior employee in the bargaining unit in his/her same classification, provided that the bumping employee has more seniority (e.g. Recreation Coordinator D bumps a less senior Recreation Coordinator D) and also holds any required certifications.
- b. If no opportunity exists in subparagraph a. (above), then the employee may bump the least senior employee in the bargaining unit in the next lowest classification, provided that the bumping employee has more seniority (e.g. Recreation Coordinator D bumps the least senior Recreation Coordinator C) and also holds any required certifications.
- c. If no opportunities exist in subparagraphs a. or b. (above), then the employee may bump the least senior employee in the bargaining unit in the classification lower than the next lowest, provided the bumping employee has more seniority (e.g. Recreation Coordinator D bumps the least senior Recreation Specialist B) and also holds any required certifications.

Dated this _____ day of _____, [2021](#).

For the Employer

For the Union

Eric Holmes, City Manager

Larry Clark, Business Agent
AFSCME, 307VC

Lisa Takach, HR Director

Dave McGrath, President,
AFSCME, 307VC

Jeff Weber, Vice-President,
AFSCME, 307VC

James Fields, Executive Board
AFSCME, 307VC
Parks and Recreation

Approved as to form:

Jonathan Young, City Attorney

Attest:

Natasha Ramras, City Clerk

Agreement
by and between
City of Vancouver
and
AFSCME, Local #307VC

January 1, 2021 – December 31, 2021

AFSCME Contract

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PREAMBLE

This agreement is entered into by the City of Vancouver, Washington, hereafter referred to as “Employer” and Local 307 of the American Federation of State, City and Municipal Employees, AFL-CIO, hereinafter referred to as the “Union.”

The purpose of this agreement is to set forth the mutual understanding of the parties as to wages, hours and working conditions consistent with the Employer’s and the Union’s mutual objective of providing ever-improved, efficient, effective, uninterrupted performance of City functions, and courteous services to the public. It is the Employer’s responsibility to provide services that promote the health, safety and welfare of the public through means that are cost-effective, progressive, responsive, courteous and productive. The Union is committed to those efforts. The Employer and Union share a mutual interest in engaging in efforts to promote a labor relations environment that is conducive to achieving a high level of efficiency and productivity in all departments of City government.

Except as otherwise required by law, regulation or grant provisions, the parties agree to the provisions in this agreement.

1. Recognition and Bargaining Unit

1.1 The Employer hereby recognizes the union as the sole and exclusive bargaining agent for the purposes of establishing wages, hours, fringe benefits, and working conditions for employees of the City within this bargaining unit. The classifications currently covered by this agreement are set forth herein but are not limited to those included in Appendix A to this Agreement. City employees who are excluded from the bargaining unit are:

- A. Temporary, seasonal;
- B. Employees certified to another bargaining unit;
- C. Supervisory and confidential employees;
- D. Others as mutually determined by the parties;
- E. Elected officials and their appointed staff
Designated as unclassified service per
RCW 41.50.030(2).

Definitions

Regular Full-Time Employee: Employees who hold a budgeted/Council approved position and who are normally scheduled to work at least 37.5 hours per week.

Regular Part-time Employee: Employees who hold a part-time budgeted/Council approved position and who are normally scheduled to work a minimum of 20 hours and less than 37.5 hours per week. Part-time employees receive benefits and accrue seniority on a pro-rated basis, based on their budgeted or assigned FTE percentage. An example of this would be: an employee working half time (20 hours/week) for 10 years shall receive seniority credit for 5 years of service.

Exempt Employee: Employees designated under the Fair Labor Standards Act (FLSA) as exempt are not eligible for overtime. Recreation Coordinators (Recreation Specialist C and D) are FLSA exempt employees.

Non-Exempt Employee: Employees designated under the Fair Labor Standards Act (FLSA) as non-exempt are overtime eligible.

1.2 The Employer will notify the Union regarding newly created or substantially modified classifications to provide the opportunity to comment on inclusion/exclusion from the unit. If the parties cannot resolve the question of inclusion/exclusion, the matter shall be presented to the Public Employment Relations Commission (PERC). Either party may petition PERC to review the

position in question to render a written opinion of its findings that shall be binding on the Employer and the Union.

- 1.3 Conflict in Language. There may be times when language in the contract conflicts with language used in other labor and employment tools (e.g. addendums, personnel policies, etc.)
 - 1.3.1 In instances where contract language is in conflict with addenda, addenda take precedence over the Master Agreement.
 - 1.3.2 In instances where contract language is in conflict with City personnel policies, contract language takes precedence over the policies.

2. Nondiscrimination

- 2.1 The Employer and the Union agree that they will not discriminate unfairly against any employee by reason of race, creed, age, color, sex, national origin, religious belief, marital status, mental or physical disability, sexual orientation, active military duty or employees who have been honorably discharged, or any other criteria established by state or federal statutes, rules or regulations.
- 2.2 Whenever words denoting the masculine gender are used in this agreement, they are intended to apply equally to either gender.
- 2.3 There shall be no discrimination or harassment exercised against any employee covered by this agreement because of his or her membership or Union activities.

3. Rights of Management

- 3.1 The management of the City, including but not limited to, the organization, scheduling, staffing, and direction of the workforce, is vested exclusively in the Employer, subject to the terms of this agreement. The City retains the right to determine what complement of employees shall perform the work, including but not limited to, temporary employees, volunteers, supervisory, union employees and/or corrections crews. Examples of management rights include, but are not limited to:
 - 3.1.1 To take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the organization;
 - 3.1.2 To determine the number of employees to be employed;
 - 3.1.3 To hire employees, determine their qualifications and assign and direct their work;
 - 3.1.4 To evaluate employees' performance;

- 3.1.5 To set the standards of productivity, and the services to be provided;
- 3.1.6 To control and regulate the use of facilities, equipment, and other property of the Employer;
- 3.1.7 To determine the number, location and operation of departments, divisions, and all other units of the Employer;
- 3.1.8 Determine the methods, processes and means of providing City services;
- 3.1.9 Appoint and/or lateral transfer the assignment of employees to specific jobs within their job classification or title.
- 3.2 The Employer has the right to introduce any and all new, improved and automated methods or equipment to improve efficiency and to reduce costs and assign employees within the bargaining unit in accordance with such improvements and cost reduction methods. All matters not specifically and expressly covered or treated by the language of this agreement may be administered for its duration by the Employer in accordance with such policies or procedures as the Employer, from time to time, may determine. This article recognizes an employee's right to use the grievance procedures set forth in article 21 below.

4. Union Security

- 4.1 Rights of Bargaining Unit Employees: Subject to the provisions of this Article and in compliance with federal and state law, it shall be a condition of employment that all City employees covered by this Agreement shall become and remain members of the Union in good standing. There shall be no discrimination exercised against any employee covered by the Agreement because of his or her membership of Union activities. All future employees will be expected to join the Union and pay dues after thirty (30) days of employment.
- 4.2 The Employer agrees to deduct twice a month Union membership dues from the pay of those employees who have requested, in writing, on dues deduction authorization forms provided to the employer by the union, that such deductions be made. The amounts to be deducted will be certified by the Washington State Council of City and County Employees, and the aggregate deduction of all Union members shall be remitted to the Everett, Washington office of Council 2 twice a month.
- 4.3 In the event an employee member of the Union fails to maintain their membership in the Union in good standing therein by the regular payment of dues, the Union will notify the Employer in writing, through Human Resources (HR) of such employee's delinquency. The Employer agrees to give notice to the employee

within five (5) working days that his/her employment status with the Employer is in jeopardy and that failure to meet his/her membership obligation within thirty (30) calendar days from the date such notice is received will result in termination.

- 4.4 Appointment to Excluded Positions: Deductions for Union dues shall cease beginning with the pay period following an employee's regular appointment to a position which is excluded from the bargaining unit.
- 4.5 Defense and Indemnification of the City: The Union agrees that it will indemnify, defend and hold the City harmless from all suits, actions, proceedings or claims against the City or persons acting on behalf of the City, whether for damages, compensation, reinstatement, or any combination thereof, arising out of application of this Article. In the event any decision is rendered by the highest court having jurisdiction that any portion of this Article is invalid and/or that reimbursements must be made to any employees affected, the Union shall be solely responsible for such reimbursements.
- 4.6 Listing of New and Terminated Employees: The Employer agrees to notify the Union of new hires within the first thirty (30) days of employment:
 - a. By the 10th of the following month, a listing of bargaining unit employees hired, promoted or terminated during the previous month. Such listing shall contain the names of the employees, along with their job classification, and department.
 - b. At the Union's request and up to two (2) times a year the employer will provide a listing of bargaining unit members, their department/section, classification, base pay, fulltime/part-time status and number of scheduled hours, city seniority date, and classification seniority date.
 - c. At the Union's request and up to two (2) times a year the employer will provide a listing of all non-represented employees, their classification and department.

5. Union Representatives and Union Activity

- 5.1 The Union shall inform the Employer in writing of the names of its officers, business representatives and stewards who are accredited to represent the Union, which information shall be kept up-to-date at all times. Only persons so designated will be accepted by the Employer as representatives of the Union.
- 5.2 Union representatives may, after receiving permission from the supervisor, visit the work location of employees covered by this agreement, for the purpose of administering provisions of the agreement related to grievance processing, disciplinary action and posting of Union notices on City provided bulletin boards.

5.3 Solicitation of Union membership or collection or checking of dues will not be conducted during working hours other than as follows:

1. Union representatives are allowed access to new employees at an agreed upon time by the City and Union, for purposes of informing the employee about the exclusive bargaining representative within the first ninety (90) days of the employee's start date; and
2. Union representatives shall have access to new employees once for new employee orientation for no more than 30 minutes; and
3. Access shall occur during the employee's regular working hours at the employee's regular worksite, unless otherwise agreed.

The Employer agrees not to discriminate against any member of the Union for his or her activity in behalf of or membership in the Union, provided such activity is not carried on during working hours, except as expressly provided in this agreement.

5.4 Employee officers of the Union or stewards shall be allowed reasonable time away from their work assignment for the purposes of meetings with the City for collective bargaining, grievances or disciplinary hearings or such other legitimate activities as are mutually agreed upon between the Union and the City. City employees participating in such meetings or activities will be allowed to do so without loss of pay if scheduled during said employee's regularly scheduled work time. If meetings or activities go beyond the regularly scheduled work time, then the employees shall be on their own time not paid by the City.

For the purposes of attendance at the bargaining table, not more than two (2) on duty employees will be present from Operations, not more than one (1) on duty employee will be present from the City Attorney's Office, and not more than one (1) on duty employee will be present from the Recreation Division, for a total of four (4) when bargaining the master agreement.

For the purposes of bargaining the addendums, not more than four (4) on duty employees may be present, and of those four (4), no more than two (2) may be from one department (e.g. Recreation addendum, no more than two on-duty Recreation employees) will be present.

5.4.1 Employee Union representatives shall request permission from their immediate manager for time away from their work assignment. Such request shall be granted provided the time does not unreasonably detract from their work performance and is in compliance with the above requirements as to the nature of the activity. Time away from their work assignment to act in the role of Union representative shall be coded on their timesheet as "Union Leave."

- 5.4.2 Employee Union representatives and affected employees shall be allowed time away from their work assignment for meetings with the City. A reasonable amount of prep and debrief time necessary for these meetings shall be allowed.
- 5.5 City work hours shall not be used by employees or the business representatives for the conduct of Union business or the promotion of Union affairs other than stated above.
- 5.6 The City shall provide bulletin board space for Union notices in a conspicuous location where workers frequent regularly in each work area.
- 5.7 Union Business Unpaid Leave: Shop Stewards and Union Officers are eligible for Union Business Unpaid Leave, provided the City grants such requests. Written requests for such leave shall be given to the affected employee's immediate supervisor and to the Department Director of his/her designee. Leave for a single day activity must be requested at least five (5) working days in advance, and leave for multiple day activities should be requested as far in advance as possible, but must be requested at least ten (10) working days in advance. Union Business Unpaid Leave may be granted for not more than six (6) months. The number of officers or stewards authorized for unpaid leave will vary depending on the length of the leave requested and the impact of leave on staffing levels. The Union will make every effort to avoid disruptions of work.

Leave addressed in this section would pertain to activities such as contract administration, including covering for union staff replacement, attending training conferences such as arbitration/grievance training, and preparing for negotiations; performing Officers/Delegates duties including attending AFSCME International Convention, Council 2 Convention, AFL-CIO Convention, other conferences such as the Women's Convention, or appointment to AFSCME or other Union board seats or committees; and other mutually agreed activities.

Time away from an employee's work assignment to act in these roles shall be approved by the appropriate manager and coded on his/her timesheet accordingly.

- 5.8 Use of City telephones or computers related to Union business
- a. City telephones or computers is allowed subject to the following:
 - 1. When such use is de minimis and incidental, such as arranging a meeting with a Union Representative.
 - 2. For the purpose of conducting an investigation of a grievance, such as individual inquiries to co-workers.
 - 3. For the purpose of interacting with the City's representatives concerning Union-City business, such as setting dates for City-Union meetings, making inquiries regarding grievances, etc.

- b. The uses cited in “Subsection a” above may continue only to the extent that they are not an additional cost to the City. The content of any and all communications using the City computer system is not privileged and may be subject to City review.

6. Strikes, Work Stoppages and Work Slowdowns

- 6.1 The Employer and the Union’s signatory to this agreement agree that the public interest requires the efficient and uninterrupted performance of all city services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this agreement, the Union and/or the employees covered by this agreement shall not cause or engage in any work stoppage, strikes, slowdown or other interference with Employer functions, nor shall the city institute a lockout.
- 6.2 In the event that a strike, boycott, slowdown, mass sick call, work stoppage or other interruption of work occurs during the life of this agreement, the Employer shall notify the Union of the existence of such activity and request information from the Union as to whether or not the activity has been authorized. The Union, after immediately responding to the Employer’s request, will then proceed to make every reasonable effort to terminate the work interruption activity and induce the employees concerned to return to work so that service to the citizens of the City of Vancouver will not be affected. Employees shall not earn any benefits or wages whatsoever while they are engaged in such actions. In addition, employees who engage in or encourage such actions shall be subject to discipline, up to and including discharge.

7. Identification of Jobs

- 7.1 Job Classifications. Job classifications shall be defined by the current class specification for each of the job class titles listed in Appendix A.
- 7.2 Work Assignment. The Employer shall have the sole responsibility for making work assignments. In the event of conflicting assignments from management representatives, the employee shall have the right to seek clarification from the directing management representative. The employee shall not be disciplined for following management directives.
- 7.3 Market Comparables. The City and Union agree to discuss market comparables as they relate to classification studies.
- 7.4 Reclassifications. A reclassification review is an analysis of an employee’s duties and responsibilities to determine whether he or she is in the correct classification and salary range. Individual employees or management may initiate a

reclassification review by submitting a request to Human Resources. Human Resources may also initiate studies of positions or groups of positions. When a reclassification is requested, the Employer shall conduct the classification review.

If reasonable and practical, the Employer will assign the positions to an existing class which better describes the duties assigned to the job. If there is no appropriate existing job classification, the Employer shall establish a new job classification. If the incumbent in the position is qualified for the revised job classification, he/she shall be placed in the new classification at the nearest step providing an increase. An incumbent who is not qualified for the new classification shall maintain his or her current range and continue to receive any step increases that are due.

- 7.5 New Classifications. A new classification may result when a position no longer corresponds to an existing City classification or when a new position is created by the City for which no classification exists. The salary range for the new classification shall be established by the Employer so that its salary is competitive. Compensation for new classifications will be determined based on factors including internal equity, market comparables, and other relevant factors.

The salary range shall be submitted to the Union for review and discussion. Within thirty (30) calendar days of City notice, the Union shall notify the City of its agreement or disagreement with the City's provisional salary range for the new classification. If the Union disagrees with the salary range, the parties will engage in negotiations regarding the compensation for the classification. If the parties are unable to mutually agree on the compensation for the classification and mediation does not result in a resolution, such dispute shall be resolved through the arbitration process.

The City shall have the right to employ persons at its provisional salary range during the term of negotiations, subject to full retroactive payment to all affected employees upon the conclusion of negotiations or arbitration.

- 7.6 Notification to the Union. If a new classification is established by the City, a notification consisting of the job specification will be provided in writing to the Union.
- 7.7 Acting or Out-Of-Class Assignments. When acting or out-of-class appointments are made to higher paying positions, preference shall be given on a rotation basis to qualified employees within the division. The rotation list shall be by seniority. Employees must have one (1) year of service prior to consideration for placement on the rotation list. When the most senior employee has been given an out-of-class appointment, the next appointment shall be given to the next lower person on the list. Employees on the list have the option of refusing the out-of-class assignment.

8. Posting of Jobs

- 8.1 It is the desire and intent of the Employer to fill job vacancies from qualified applicants within the city before hiring new employees, providing the employees who apply have the required qualifications for the particular job.
- 8.2 Vacant positions will be filled from employment lists established by Human Resources except when an alternate procedure is allowed by city ordinance in the case of entry level positions and flexibly staffed positions.

A flexibly staffed position is one which may be filled at the entry (I) level by an employee who may be promoted to the full working (II) level on the basis of successful performance at the entry level.

Placement on an employee list will be on the basis of examination of candidates' qualifications. Employees shall be allowed paid time off from their work schedule to participate in interviews for in-house positions. When candidates are to be examined for placement on an employment list, the City will post a notice of the examination and accept applications for a minimum of five (5) working days. The five (5) working days will overlap two consecutive weeks. The notice of examination will be posted for at least two (2) days of each consecutive week. For example, a notice posted on Wednesday will close on Tuesday of the following week.

The employment list will be effective for six (6) months. Such notices shall be posted at various city work sites. Employees may decline consideration for appointment to a vacant position and remain on the employment list in the same rank or position.

- 8.3 Vacant positions may be posted on a simultaneous or internal/external basis, based on the following guidelines:
 - 8.3.1 All applications will be collected directly by the Human Resources Department.
 - 8.3.2 The Employer shall first view internal applications.
 - 8.3.3 If the Employer determines that no internal candidates meet the qualifications or staffing needs as stated on the job announcement, the Employer may consider the external applicants in its recruitment process.
- 8.4 Regular Appointments – When regular appointments are made, current employees shall be given preference by their seniority if their qualifications are equal or superior to those of other applicants.

9. Probation

- 9.1 A newly hired or rehired employee is subject to a six-month probationary period. The probationary period for new employees may be extended, with notification to the Union, to three (3) additional months. Upon Union approval an additional three (3) month extension may be granted. The Employer may discipline or discharge any newly hired or rehired employee at any time during the probationary period, with or without cause, and such discipline or discharge shall not be subject to appeal.
- 9.2 Promotions and voluntary demotions are subject to a six-month probationary period. The probationary period for a promotion or voluntary demotion may be extended, with notification to the Union, to a maximum of six (6) additional months. In the event an employee does not successfully complete a promotion/demotion probationary period, the employee will be assigned to the employee's original position (if available or vacant) or to another vacant position for which he/she is qualified in the same class as, and at the same salary level as, the employee's original position. An employee returning to the position they held prior to the promotion or voluntary demotion will not serve another probationary period. If the original position is not available, and no other vacant position is available meeting the applicable criteria in this Article, the employee will be placed on a reinstatement list for their original position or classification for twenty four (24) months. Nothing in this section shall restrict the rights of the Employer under Article 22, below.
- 9.3 An employee who is transferred into a job within the same classification or takes a lateral transfer to a different classification within the same pay grade, may serve a six (6)-month probationary period, if the job is significantly different than their previous job. In the event an employee does not successfully complete a transfer probationary period, the employee will be assigned to the employee's original position (if vacant) or to another vacant position for which he/she is qualified in the same class, and at the same salary level as, the employee's original position. An employee returning to the position they held prior to the transfer will not serve another probationary period. If the original position is not available and no other vacant position is available, meeting the criteria in this Article, the employee will be placed on a reinstatement list for their original position or classification for twenty-four (24) months. Nothing in this section shall restrict the rights of the Employer under Article 22, below.
- 9.4 Nothing in this Article shall restrict an employee's entitlement to applicable provisions impacting wages and benefits.

10. Work Week, Hours of Work, Shifts

10.1 The work week is defined as the period between 12:01 a.m., Sunday through 12:00 midnight the following Saturday, unless otherwise determined for specific employees.

10.2 Work Schedule

The normal assigned work schedule for full-time, non-exempt staff shall be five (5) consecutive days of eight (8) consecutive hours, excluding lunch periods, followed by two (2) days of rest; not to exceed forty (40) hours of work in the work week. It is understood that the five (5) consecutive days does not imply a Monday through Friday schedule. Other work schedules may be determined by mutual agreement of the Union and the Employer.

10.3 Work Shift

Short term, temporary shift reassignments may be made when the Employer determines that an emergency exists. Under those circumstances, the Employer shall give the employee a minimum of four (4) hours' notice prior to the start of the new shift. If such notice is less than four (4) hours, the Employer shall pay the employee according to call-back pay provisions of 11.5 of this agreement.

10.3.1 An emergency is defined as a natural event or unexpected circumstance which necessitates the Employer to change schedules on short notice to address essential operational or service needs on an immediate basis.

10.3.2 Normal shift starting times shall begin within the following time frames:

First shift - 7:00 p.m. to 4:59 a.m. (graveyard)

Second shift - 5:00 a.m. to 11:59 a.m. (day shift)

Third shift - 12:00 noon to 6:59 p.m. (swing shift)

Regular assignments to openings on shifts will be made based on seniority when the employee meets the qualifications of the new shift and the Employer's work needs. A regular assignment is one with no end date or one which is expected to last over thirty days. If the most senior employees decline then a less senior employee may be assigned.

10.4 Rest Periods

Each employee shall be given a 20-minute paid rest period in the first half of the working shift and a 20-minute paid rest period in the second half of the working shift, and an unpaid lunch period during the shift. Such periods begin when the employee leaves the work site and ends upon his/her return to the work site.

10.5 Shift Assignments

From time to time, work schedules may be temporarily changed to fulfill business needs. These changes may be for a specific period of time or may be only for a day.

10.5.1 In the instance where an employee is temporarily moved from a 4/10 schedule to a 5/8 schedule, it would involve transferring an employee from one period of consecutive days to another. Such change will not be subject to provisions for premium pay on the first, second and third days, or the fourth day in the case of a five (5) day work schedule; provided that the following criteria are met:

- a. Any time a work schedule is changed, it will consist of consecutive days of work.
- b. Employees will be notified of the change at least twenty-four (24) hours in advance of the new work schedule (and scheduled overtime).
- c. The work schedule change shall be of a temporary nature not to exceed thirty (30) days.

10.5.2 In the instance where an employee's start time is adjusted to accommodate a specific business need, employees will be notified at least twenty-four (24) hours in advance of the changed start time. Any notice less than twenty-four (24) hours before the changed start time would be paid under Article 11.6

10.5.3 Employees may request work schedule changes, but the City shall assume no obligation for premium pay on the initial first, second, and third days, or the fourth day in the case of a five (5) day work schedule of the new shift.

10.5.4 A work schedule differential of \$4.00 per hour shall apply to regular work schedules that include a Saturday or Sunday.

11. Rates of Pay

11.1 Wages

Wages will be set as outlined in Appendix "A"

As salary adjustments occur, they shall be calculated from step 1 of range 1.

Effective January 1, 2021

Salary Schedules for covered classifications will be adjusted by two percent 2.0%

11.1.1 Pay Periods

The pay periods and pay dates will be as follows:

Pay Period	Pay Date
1 st through 15 th	25 th
16 th through end of month	10 th

Employees will be paid a monthly salary which shall be split equally between the two (2) pay periods. Timesheets submitted in error will be corrected on the following paycheck.

11.2 Salary Step Plan

11.2.1 Newly Hired or Rehired Employees

Employees will move through the defined salary steps on an annual basis, based on adjusted service date.

11.2.2 Promoted Employees

At the time of promotion, employees will move to the step in the range of the new class which results in an increase of at least 5%. Upon successful completion of a promotional probationary period, the employee's salary shall then be increased to the next step of the new range and annually thereafter up to the top of the range. In no event shall a promoted employee's salary be less than the starting pay of the salary range for the new class, nor in excess of the highest step of the regular salary range for the new class.

11.2.3 Demoted Employees

Employees who voluntarily demote (defined as voluntarily applying for and accepting a position in a lower pay range) will be placed in the appropriate pay range for the new classification that results in the least amount of pay reduction, but not above the top of the new range. If an employee is not at the top step, their next step date will be one-year from the demotion date.

For example, an employee is currently at step 5 and is eligible for step 6 on November 1st, but they voluntarily demote to a new position on August 1st. Their next step date will be reset to one year later, August 1st and each August 1st thereafter until reaching the top step.

11.2.4 Laterally Transferred Employees

Employees who voluntarily take a lateral transfer (defined as voluntarily applying for and accepting a position in the same pay range) will remain at their same step. If an employee is not at the top step, they will retain their next step date.

For example, an employee is currently at step 3 and is eligible for step 4 on November 1st, but they laterally transfer to a new position on August 1st. They will continue to be eligible for their step increase on November 1st and each November 1st thereafter until reaching the top step.

11.2.5 Flexibly Staffed Positions

Flexibly staffed positions are classifications that allow the City to hire individuals who lack one of the required qualifications (such as CDL) at a lower level, and then give them the time to obtain the needed requirement. Upon attainment of the needed requirement, the individual's position is moved to the higher classification. An example is the Grounds Maintenance Specialist I/II classification. At the time the position is moved to the higher classification, the employee will move to the step in the range of the higher classification which results in an increase of at least 5%. The employee's next eligibility for a step increase is one year from that date and annually thereafter up to the top of the new range.

- 11.3 The hourly rate for a full-time employee will be his/her monthly base rate multiplied by twelve (12) months and divided by 2,080 hours. This rate multiplied by eight (8) hours (or ten (10) hours, if applicable) will be the daily base rate; multiplied by forty (40) hours will be the weekly base rate; and multiplied by 173.3 hours will be the monthly base rate. For purposes of overtime calculations only, the employee's hourly base rate shall be calculated using all compensation required by FLSA.

Hourly rates for part time employees will be prorated based on budgeted or assigned FTE percentage.

- 11.4 [RESERVED]

- 11.5 *Callback Pay*

Employees who have completed their regular shift, are on the way home, or at home, and are required to work other than a continuation of their shift, and is not scheduled for overtime (as defined in (11.6.6), shall be paid at double their base rate of pay for hours worked. Any call-back pay shall be for a minimum of two (2) hours, during which time the Employer may provide and require work of the

employee called back. This article does not apply to Recreation Coordinator C's and D's.

11.5.1 Overtime and Callback Time

All scheduled overtime (as defined in 11.6.6) and/or call back time shall be offered on a seniority basis by Department, starting with the most senior qualified person. Seniority within the workgroup is defined as length of employment with the City. At the Operations Center, when this departmental seniority list is exhausted, the AFSCME Seniority list will then be used. The most senior employees have the option as to placement on the call out list. Seniority for the AFSCME List is defined as length of employment with the city. Exceptions to offering scheduled overtime on a seniority basis may be made when unique qualifications are required to staff the event such as the Women in Trades or Diversity Job Fair. The City will notify the Union in advance of scheduling such overtime.

In workgroups who have an employee receiving pager/cell phone standby pay per Article 11.5.4, the initial call will go to the employee carrying the pager/cell phone who will be responsible for the call. Call back pay shall be paid in accordance with Article 11.5 and overtime shall be paid in accordance with Article 11.6. Unanticipated and unscheduled overtime which extends beyond the end of a shift for the crew working on a specific project will be offered first to the appropriate and qualified Union member(s) at the site working on the project at the end of the shift.

Temporary or seasonal workers will not be allowed to work scheduled overtime until regular full or part time employees within that work unit have had the opportunity to work the overtime. The Employer will make a good faith effort to notify regular employees of overtime opportunities before such work is offered to temporary workers. This will not preclude temporary or seasonal workers from working overtime which extends beyond the end of their shift or emergency situations.

11.5.2 Telephone Calls at Home After Hours

Employees who are required by the Employer to answer work-related questions by telephone when they are not at work shall be paid for time actually spent on the telephone at the rate of one-and-one-half (1 ½) their normal base rate calculated to the nearest quarter hour, with a quarter-hour minimum.

11.5.3 Computer Use at Home After Hours

Employees who are required by the Employer to respond to work-related questions by computer when they are not at work shall be paid for time actually spent on the computer at the rate of one-and-one-half (1 ½) their normal base rate calculated to the nearest quarter hour, with a one hour minimum.

11.5.4 Pager/Cell Phone Pay

If the Employer requires an employee to carry a pager or cell phone in order to respond to off duty call-outs, the employee carrying the pager or cell phone while off duty shall be compensated as outlined below. The employee on standby must be fit for duty and able to reach the assigned duty station in forty (40) minutes. This does not apply to the Operations' Technical Rescue Team which is covered by an existing Memorandum of Understanding.

Effective 1-1-15	\$150 per week	\$21.43 per day
Effective 7-1-15	\$230 per week	\$32.86 per day

11.6 *Overtime Compensation*

The Employer will attempt to meet its overtime requirements on a voluntary basis among the employees and in the event there are insufficient volunteers to meet the requirements, the Employer may require the necessary employees to work starting with the least senior qualified employee.

- 11.6.1 Overtime compensation will start anytime an employee is required to work beyond the end of his/her shift (typically eight (8) hours or ten (10) hours per shift) and will be compensated to the nearest quarter hour, at the rate of time and one-half (1/2) for the first eight (8) hours of overtime and thereafter at double time. Employees shall have the option to flex their schedule within their defined work week, without incurring overtime, as long as it is mutually agreed upon in advance.
- 11.6.2 Any employee required to work on his/her first day of rest, or his/her first and second day of rest in the case of employees who have three (3) consecutive days of rest, shall be compensated at his/her base rate plus one-half of his/her base rate or time and one-half (1/2).
- 11.6.3 Any employee required to work on his/her second day of rest, or his/her third day of rest in the case of employees who have three (3) consecutive days of rest, shall be compensated at his/her base rate plus his/her base rate (double time) for the first eight (8) hours of work, and for any hours worked over eight shall be compensated and his/her base rate plus time

and one-half (2 ½) times). If the employee voluntarily chooses to work on these day(s) of rest, the employee shall be compensated as outlined in 11.6.2, above.

11.6.4 All overtime compensation shall be paid in compliance with the requirements of the Federal FLSA and applicable Washington State laws.

11.6.5 Employees may accrue compensatory time off in lieu of overtime compensation.

11.6.5.1 The decision to grant comp time as an alternative to paid overtime shall be at the Employer's discretion.

11.6.5.2 Compensatory time off shall be accumulated at the same rate as overtime compensation would have otherwise been paid (i.e., time and one-half generally, except for work on the employee's second day of rest, or third day of rest for employees with three (3) consecutive days of rest).

11.6.5.3 The maximum accrual shall be eighty (80) hours.

11.6.5.4 Employees will be allowed to use accrued compensatory time off by mutual agreement with their supervisor, and subject to any restrictions for such use established under the Fair Labor Standards Act (FLSA).

11.6.5.5 In the event an employee is affected by layoff from their regular position the employer will payout the balance of the Employee's compensatory time balance at the employee's rate of pay at the time of layoff.

11.6.6 **Scheduled Overtime (including meeting contractors)**

Scheduled overtime is anything scheduled before the end of the normal work shift or if scheduling on weekends or after normal shift hours, there shall be four (4) hours' notice to the supervisor or designee scheduling the work, before the end of the normal work shift. Any time scheduled under this article shall be paid at a minimum of two (2) hours overtime at a rate of one and-one-half (1 ½) times their normal pay, during which time the Employer may provide and require work of the employee.

11.7 *Shift Differential*

Any employee whose regularly scheduled shift is the third shift (swing shift) as defined in 10.3.2 shall be paid a shift differential of one dollar and seventy-five cents (\$1.75) per hour for hours worked; any employee whose regularly scheduled shift is the first shift (graveyard) as defined in 10.3.2 shall be paid a shift differential of two dollars (\$2.00) per hour for hours worked. For purposes of shift differential payment, regularly scheduled includes scheduled overtime, but does

not include call back or extension of shift overtime. Requested assignments made to accommodate an employee's personal situation and shifts picked up on overtime do not qualify for shift differential.

11.8 *Working Out-of-Class*

11.8.1 An employee who is temporarily assigned by management, in writing, to perform the principle (or full range) of the duties and responsibilities of a higher level position, without significant supervision, shall be paid either at a rate 5% above his/her current rate of pay (not to exceed the top of the range for the out-of-class assignment), or at the entry rate of the higher job class, whichever is greater.

11.8.1.1 An employee must be assigned for a period of three (3) or more consecutive work days to receive out-of-class pay. The out-of-class pay shall be paid beginning with the first hour of the assignment.

11.8.2 The same employee shall not be assigned to the higher level duties for more than six (6) consecutive months unless specifically approved by the City Manager for extenuating circumstances. The Union will be given notice when management anticipates that an employee will be performing the principal duties of a higher classification for a period of more than 30 days.

11.8.3 The out-of-class rate of pay shall apply for that time actually worked in the higher class. Periods of paid leave during the out-of-class assignment shall be compensated at the employee's normal rate of pay. Following a paid leave, the out-of-class pay shall resume on the first day returned, provided that the leave is for not more than fifteen (15) consecutive working days and the employee returns to the out-of-class assignment on the first day returned.

11.8.4 A position may be career developed up to a maximum of one (1) year.

11.9 License Fees: The Employer will pay all fees for certifications required by the City, including bonding and notary public licenses and required associated supplies (Notary Public Stamp, etc.)

12. Leave Benefits

12.1 *Paid Time Off (PTO)*

- 12.1.1 Employees shall accrue paid time off (PTO) in accordance with the schedule in Appendix B, to be used for vacation, illness or personal business.

Part-time employees assigned to a 0.50-0.90 FTE position will accrue PTO hours on a pro-rated basis to a pro-rated maximum.

Bereavement leave and military leave are separate categories as specified in 12.4 and 12.5 of this article, below.

- 12.1.2 Employees may begin using accrued PTO hours as soon as the hours are earned in said bank. PTO hours accrued in a pay period cannot be used in the same pay period in which time is earned, i.e. PTO hours accrued in the 1st through the 15th pay period cannot be used until the 16th through the end of the month pay period and so forth.
An employee shall be paid for all earned and accrued PTO hours, as outlined in Appendix B, at the employee's current rate of pay when he/she terminates employment, up to the number of hours denoted in Appendix B as "Maximum amount of payout at separation" for the applicable years of service. All leave time may be used in a minimum of 15-minute segments.
- 12.1.3 Guidelines on the scheduling of PTO are outlined in City Policy, and guidelines on the frequency and use of unscheduled PTO time will be established within individual divisions or departments.

12.2 *Grandfathered Sick Leave Cash Out*

Any employee hired before January 1, 1980, and retiring from the Employer with a bank of grandfathered sick leave, shall be paid a sum equal to 50 percent (50%) of his/her accrued and unused grandfathered sick leave.

12.3 *Paid Leave while on FMLA Leave*

If an employee is on authorized leave which qualifies as protected under applicable State and Federal leave laws, the employee shall use existing PTO, grandfathered sick leave, and/or compensatory time, with the choice of which category to draw on first at the employee's option.

12.4 *Bereavement Leave*

Employees are afforded necessary time, up to forty (40) hours (pro-rated based on FTE) of bereavement leave, when there is a death in an employee's immediate family.

Immediate family is defined as spouse, domestic partner, child, mother, father, brother, sister or step family, aunt, uncle, niece or nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparents and grandchildren, and grandparents and grandchildren of the spouse or member of the employee's household. It is understood that the policy extends to similar members of a domestic partner's family as detailed above.

The City reserves the right to require documentation of the death/or any other time taken related to a death.

If an employee is on approved leave of absence at the time of a death, they will be eligible for bereavement benefits if they are receiving at least 50% of their normal semi-monthly compensation from the City. Otherwise, the employee is not eligible for bereavement leave benefits.

Any observed holiday occurring during bereavement leave shall be paid as a holiday.

12.5 *Military Leave*

The Employer abides by the provisions of the laws of the State of Washington, RCW 38.40.060 and the Federal USERRA laws which stipulates that employees who are members of the National Guard or Federal Reserve Military Units are entitled to be absent from their duties for a period of up to twenty-one (21) days with pay during each military calendar year (October 1 through September 30) while engaged in the performance of ordered military duty and while going to or from such duty.

During periods of military conflict, an employee who is married to a military member of the US Armed Forces, National Guard or Reserves will be granted up to fifteen (15) days of unpaid leave before their deployment. Employees are eligible for this leave per deployment. The spouse must provide the Employer a copy of the member's orders.

12.6 *Family Leave – FMLA*

Under the terms of the Family and Medical Leave Act of 1993 (FMLA) and the state law, upon the completion of one (1) year of employment, any employee who has worked at least one thousand two hundred fifty (1,250) hours during the prior twelve (12) calendar months shall be entitled to up to twelve (12) weeks of leave in accordance with FMLA and based on a rolling twelve (12) month period, for specified family and medical reasons as required by FMLA, and the Washington Family Care Act.

12.7 *Pregnancy/Childbirth Disability Leave*

When required by Washington State law, the Employer will grant a leave of absence for the period of temporary disability because of pregnancy or childbirth.

13. Holidays

- 13.1 The following days are recognized as legal paid holidays for which time off are to be granted:

New Year's Day -- January 1
Martin Luther King's Birthday - Third Monday in January
President's Day -- Third Monday in February
Memorial Day -- Last Monday in May
Independence Day -- July 4
Labor Day -- First Monday in September
Veterans Day - November 11
Thanksgiving Day -- Fourth Thursday in November
The Day after Thanksgiving Day – Fourth Friday in November
Christmas Day -- December 25

- 13.2 Any of the above holidays which fall on a calendar Saturday shall be celebrated on the previous Friday; any of the above holidays which fall on a calendar Sunday shall be celebrated on the following Monday.

- 13.3 Any employee for whom a holiday falls on his/her normal day off shall be granted eight (8) hours into a holiday bank to use as time off in the future, after mutually agreed upon by the supervisor and the employee.

13.3.1 All accrued holiday bank time shall automatically be paid out each year, to the employee on the employee's January 10th paycheck.

- 13.4 Any employee who is on medically authorized sick leave when a holiday occurs will receive eight (8) hours pay for that holiday and will not have his/her sick leave accrual charged.

- 13.5 Any employee who works on a city holiday, or its equivalent for shift personnel, shall be paid double his/her base rate for hours worked, plus pay for the holiday. Hours worked beyond eight (8) on the holiday shall be compensated at triple the employee's regular rate.

14. Employee Insurance

- 14.1 Employees covered by this agreement will be provided insurance benefits as follows:
- 14.2 Life Insurance Each employee shall receive a life insurance policy in an amount equal to 100% of the employee's annual salary, rounded to the next higher multiple of \$1,000. In addition, employees shall have the option of choosing dependent and/or additional life insurance on a payroll deduction basis.
- 14.3 Long Term Disability Regular full-time and half-time bargaining unit employees will be covered by a city-paid group long-term disability insurance policy.
- 14.4 Health Insurance
- A. Employees and their eligible dependents will have the option of selecting any combination of medical and dental coverage from the following:
- a. Medical
- i. HMO Plan
 - ii. HMO Plan – CDHP (Consumer Driven Health Plan)
 - iii. PPO Plan
 - iv. PPO Plan – CDHP (Consumer Driven Health Plan)
- b. Dental
- i. PPO Plan
 - ii. HMO Plan
- B. Consumer Driven Health Plans (CDHP)
- a. CDHP's will include a Health Savings Account (HSA).
- i. The City will make a contribution to the Employee's HSA in the following amounts:
 - 1. Employee-only coverage - \$1,500
 - 2. Employee plus one or more dependents - \$3,000
- b. Employees may also contribute pre-tax dollars to their HSA up to the limits allowed by law.
- C. Premiums
- Beginning January 1, 2021 and for the term of the contract the City contribution will increase up to 5% of any increasing premium costs.
- D. Opt Out Provision In addition, members have an opt-out/cash-back option for eligible employees upon certification of other group coverage.
- E. Flexible Spending Account (FSA)

- a. For employees enrolled in a non-CDHP plan: Employees will have the option of participating in a FSA for reimbursable medical costs, dependent care costs, or premium sharing costs.
- b. For employees enrolled in a CDHP plan: Employees will have the option of participating in a FSA for dependent care costs.

14.5 Dental Insurance

The City will pay 100% of the employee and eligible dependent cost for selected dental insurance for the term of this agreement.

- 14.6 All employee premiums will be paid using pre-tax dollars under the City's flexible benefits plan unless an employee notifies Human Resources and elects to waive payment through the flexible benefits plan.
- 14.7 It is understood that the type and level of benefits available from the City's health plan carriers may be changed from time to time by the carrier, and the City shall not have a duty or obligation to negotiate over such changes with the Union. Additionally, the City retains the right to change health plan providers as long as the new plan provides a comparable level of benefits as negotiated in this contract.
- 14.8 Medical and dental insurance premiums for regular part-time employees shall be paid by the Employer in the same portion as detailed in 14.4 above, and pro-rata, based on the employee's budgeted FTE (full-time equivalent).
- 14.9 The Labor-Management Insurance Committee will meet no less than annually to share information on benefits (including, but not limited to health, dental, life and long-term disability insurance). The City may also use this forum to gather feedback, ideas and alternatives to current plan offerings and/or designs as needed.

15. Fitness for Duty

The parties recognize that employees have the responsibility to report to work fit for duty.

- 15.1 To ensure physical and mental fitness, the employee may be required to provide to the Employer a fully completed certification from a medical and/or psychological provider on a City-provided form of the employee's fitness to perform the specific duties of their job or light duty alternative before returning to work.
- 15.2 The Employer also has the right to send employees for medical and/or psychological examinations at the City's expense for additional certification of fitness for duty whenever the Employer reasonably believes that the employee is not fit for duty or may be a danger to themselves or others.

- 15.3 The City shall comply with all applicable medical records confidentiality laws associated with any employee medical information.

16. Retirement Plan

- 16.1 All eligible employees and the Employer shall participate in the Washington Public Employees Retirement System (PERS) to the extent provided for by Washington state law.

17. Training Program

- 17.1 Training shall be scheduled by the Employer. Time spent in training shall be paid in compliance with the requirements of the Federal FLSA and applicable Washington State law. If the employee receives notification of essential certification requirements from the certifying agency, the employee has a responsibility to inform the Employer in a timely manner. City required safety and health trainings are not covered by this employee notification requirement.
- 17.2 Every effort will be made to schedule required training during on-duty time. Personnel may be scheduled and required to attend training outside of their normal shift.
- 17.3 Employees who desire tuition aid for specialized individual training or academic training may submit their request in accordance with City of Vancouver Policies and Procedures.
- 17.4 Any employee required to possess a certification for his/her position shall obtain such certification within the timeline established by the job announcement and/or offer letter, and shall maintain such certification during his/her tenure in such position. Failure to either obtain or maintain required certification(s) may be grounds for actions pursuant to Article 22 of this contract if the Employer has fulfilled their responsibility in accordance with subsections 17.1 and 17.2 above.

18. Clothing, Tools and Safety Equipment

- 18.1 The Employer shall purchase and replace such clothing, uniforms, and other equipment as designated by the department head, and shall make all necessary replacements as the need arises. All uniforms or equipment being replaced shall be returned to the Employer at the time of replacement.
- 18.2 Employees agree to maintain all clothing and equipment in good condition and not subject it to abuse beyond the regular call of duty.

19. Driver's Licenses

- 19.1 The parties recognize that the Federal Highway Administration (FHWA) has established regulations for employees required to have a Commercial Driver's license (CDL).

All employees in applicable positions are expected to obtain and maintain a commercial driver's license with such endorsement as necessary to operate vehicles assigned to their work unit.

Employees new to a position requiring a CDL shall be allowed up to six (6) months to obtain a CDL permit and up to one (1) year to obtain the license. Failure to either obtain or maintain the required CDL may be grounds for discipline up to and including termination of employment.

The City will provide:

- 19.1.1 An opportunity for each employee to develop the skill required to obtain the license.
 - 19.1.2 Reimbursement for fees to obtain the license and endorsements, provided that if the employee incurs additional charges because he or she fails any part of the exam, those charges shall be the employee's responsibility.
 - 19.1.3 The required medical/physical examination provided that, at the city option, the city may reimburse the employee for a physical examination by a physician of the Employer's choice. An employee wishing to use his or her own physician when the city offers a paid examination with its own physician will not be reimbursed for the examination.
 - 19.1.4 Use of a city vehicle to take the practical/driving portion of the examination, on city time, provided that the city may require the employee to demonstrate proficiency in operating the vehicle in a trainee capacity before allowing the employee to use the vehicle in the driving test.
 - 19.1.5 All employees required to maintain a Commercial Drivers' License shall be subject to all rules and regulations issued by the federal government including requirements for drug testing.
- 19.2 For those employees who must drive vehicles to carry out their job as determined by the Employer, if any employee has his/her driver's license (or CDL for those employees required to have a CDL) revoked or suspended for one hundred twenty (120) days or less, then the Employer will make a reasonable effort to reassign the

employee to jobs not requiring driving. If such reassignment is not practical, the employee shall be suspended without pay. The employee may elect to take other appropriate available leave (accrued vacation or compensatory time) in lieu of suspension without pay. If the employee's driver's license (or CDL for those employees required to have CDL) is revoked or suspended for more than one hundred twenty (120) days, then the Employer shall make a reasonable effort to reassign the employee. If such reassignment is not practical, the employee shall be immediately discharged.

If an employee has been discharged from employment with the City for the loss of their required driver's license or CDL and is actively appealing the basis for the loss through the justice system, the City will consider them eligible for appointment to the next available position for which they are qualified if their appeal is successful and their required driver's license or CDL is reinstated within one year from the date of loss. An employee receiving an appointment to a position will return with the seniority and accrual rates that they had at the time they were discharged. Only employees who fit this specific criterion will be given this consideration.

- 19.3 Notwithstanding the provision of section 19.2 above, the Employer retains the right to pursue actions under Article 22 for inappropriate workplace behavior which results in their driver's license (or CDL for those employees required to have a CDL) being revoked or suspended.
- 19.4 If an employee in a job which requires a driver's license (or CDL for those employees required to have a CDL) has their license revoked or suspended for medical reasons, the Employer will make a reasonable effort to reassign the employee to duties which do not require a driver's license (or CDL for those employees required to have a CDL) and for which the employee is qualified. The Employer will not create work or a position to accommodate the employee. If the Employer is not able to find existing work to which the employee can be assigned, then the employee may be separated from employment in accordance with public laws, this contract and city policies.

20. Mileage Reimbursement, Parking Rates, and Commute Trip Reduction (CTR)

- 20.1 Mileage Reimbursement – Some jobs may require the use of an individual employee's automobile. In the event this is required by the Employer, it will pay the employee a mileage reimbursement at the rate established by the Internal Revenue Service.
- 20.2 Parking Rates – City employees who work in the downtown area pay for parking in City-owned or -operated lots or on permitted street spaces. The rates below are

applicable to those employees who currently work downtown or who will work downtown in the future.

20.2.1 City-Owned or -Operated Lot Rates and On-Street Parking

With respect to all parking options, city employees will be expected to pay the prevailing parking rates.

20.2.3 Payment of Parking Fees

City work locations in the downtown area require employees to pay for parking should they want to park in a City-owned or -operated lot or in a permitted on-street parking space. Employees not currently paying parking fees because of their work location or commuting choice are subject to paying fees if their work location or commuting choice changes to one where parking fees are in effect. Conversely, employees who currently work in the downtown area and pay for parking will not be subject to that requirement should they relocate to an area where parking fees are not charged.

20.3 Commute Trip Reduction – The City participates in a Commute Trip Reduction (CTR) program and encourages employees to use alternate modes of transportation to get to and from work. For employees who use alternate modes of transportation for their work commute at least 60% of their scheduled work time (based on mandatory monthly self-reporting), the City will provide:

- a. a taxable cash incentive (\$25) for bicycling, walking, or carpooling to work; or
- b. 100% of the cost of a bus pass; or
- c. the option of a vanpool and will pay a variable amount (amount depends on the numbers of participants) to participating employees.

Incentives are currently available to all participating employees, regardless of their current work location.

Because the CTR program is funded at a specific level, should the demand for incentives exceed the annual budget availability, the City may have to reconfigure incentive amounts and participation parameters. Should that situation arise, the City will meet with the Union to discuss proposed changes.

21. Grievance Procedure

21.1 *Definition*

For purposes of this Agreement, the term "grievance" means any dispute between the Employer and the Union or an employee concerning the application or interpretation of the terms of this Agreement. If the grievance involves a disciplinary matter, either the employee or the employer may waive Step 1 of the grievance procedure under 21.2.

21.2 *Procedure*

Notwithstanding the grievance procedure listed below, the Employer and Union agree that it is in their mutual best interest to resolve disputes as early and informally as possible. Employees are encouraged but not required to first meet with their immediate supervisor. Every effort shall be made by both parties to reach an agreeable resolution promptly at each step of the grievance procedure.

Should a grievance be filed, the parties agree the grievance shall be submitted in accordance with the following steps: Any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing.

For each step of the grievance process, a written grievance shall be required to include the following information:

- a. Set forth the section(s) of the agreement allegedly violated and state the specific nature of the violation.
- b. Indicate the date(s) of the incident(s) grieved.
- c. Specify the remedy or solution to the grievance sought by the employee(s).
- d. Identify the grievant and be signed by the grievant.

21.2.1 **Step 1:** If a grievance is to be advanced under this procedure, the written grievance shall be presented by the employee to his/her immediate management representative (not covered by this Agreement) within ten (10) working days from the date the employee had knowledge or should have had knowledge of the alleged breach or violation of this Agreement.

The management representative (not covered by this Agreement) shall meet with the aggrieved employee and the Union steward within ten (10) working days of the management representative's receipt of the grievance. The parties agree to make every effort to settle the grievance promptly at this stage. Within ten (10) working days after such meeting, the management representative (not covered by this Agreement) shall

mail, email or hand deliver a copy of his/her decision to the aggrieved employee, the Union and the department head.

- 21.2.2 **Step 2:** Should the grievance remain unresolved at Step 1, the Union shall, within ten (10) working days after mailing, emailing or hand delivery of the Step 1 response, deliver an appeal of the Step 1 decision in writing to the department head.

The department head or their designee and management representative (not covered by this Agreement), shall convene a meeting with the aggrieved employee and Union representative within ten (10) working days of receipt of the written appeal. The department head shall make a decision on the matter within ten (10) working days of such meeting. Copies of the written decision shall be mailed, emailed or hand delivered to the aggrieved employee, the Union and the City Manager.

- 21.2.3 **Step 3:** Should the grievance remain unresolved after Step 2, the Union shall, in writing, deliver the appeal of the Step 2 decision to the City Manager or his/her designated representative (with a copy to the department head) within ten (10) working days after mailing, emailing or hand delivering of the decision reached in Step 2. The City Manager or his/her designee shall convene a meeting of the aggrieved, the Union representative, the department head, and other directly involved individuals as determined by the parties to be appropriate, within ten (10) working days of receipt of the written appeal and shall render his/her decision within ten (10) working days of such meeting with copies of the aggrieved employee, the Union and the department head.

- 21.2.4 The Union will attempt to explain to management why the grievance is still unresolved as it moves up the steps towards arbitration, but the explanation will not have merit as to the step advancement.

21.3 *Arbitration*

If the grievance remains unresolved after a decision is rendered in Step 3 above, it may be submitted by the Union to a mutually acceptable arbitrator as hereinafter provided. If the Union wishes to proceed to arbitration, such notice must be provided by the Union to the City Manager within fifteen (15) working days following the Union's receipt of the City Manager's decision as outlined in Step 3.

Should the grievance be submitted to arbitration, the parties shall mutually select a disinterested third party to serve as arbitrator. In the event the Employer and the Union are unable to agree on an arbitrator, the arbitrator shall be selected by the process of alternately striking from a panel of eleven (11) arbitrators from the Pacific Northwest region as furnished by the Public Employment Relations

Commission (PERC) or the Federal Mediation and Conciliation Service (FMCS) or other mutually agreed to similar organization. The Union shall strike the first name. The request for an arbitrator shall state the general nature of the issue. The city and the Union will jointly share the fee for selection and services of an arbitrator. Each party shall pay the fees and expenses of their own attorneys, representatives and witnesses.

The arbitrator shall render a decision as promptly as possible. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and/or the Union, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the specific terms of the agreement and shall not have jurisdiction to add to, detract from, or alter in any way, the provisions of this Agreement.

A decision within the jurisdiction of the arbitrator shall be final and binding upon all parties. The parties shall abide by the award made in connection with any arbitral decision.

21.4 *Group Grievances*

A grievance that involves or affects a significant portion of the employees in the bargaining unit may be introduced by the Union in written form to the department head as set forth in Step 2 of the grievance procedure, and proceed as set forth there in.

21.5 *Time Restriction*

If the grievance is not filed or advanced in accordance with the time limits set forth within the procedure, the grievance shall be considered non-submitted or resolved on the basis of the Employer's last response. A grievance not responded to by the Employer within the prescribed time limits shall be granted, provided that the remedy sought conforms to the provisions of this agreement and applicable laws. The parties may mutually agree to extend the time limits for a given step for a specified period of time. All references to days in this article shall mean "working days" as in a normal work week of Monday through Friday.

22. Employee Discipline and Termination

22.1 The Employer may discipline or discharge any newly hired or rehired employee at any time during the initial probationary period, with or without cause, and such discipline or discharge shall not be subject to appeal.

22.2 The Employer may, in good faith for just cause, take disciplinary action by written reprimand, suspension, transfer, delay of step increase, demotion or discharge.

The degree of discipline administered shall depend on the severity of the infraction. Disciplinary action must be issued within thirty (30) calendar days after the Employer became aware of the offense, unless based on an extended pattern of performance or behavior. The thirty (30) calendar day timeline set forth herein may be extended upon mutual agreement between the Employer and the Union. Written reprimands may be grieved up to the City Manager or their designee, but not arbitration unless and until such time as such written reprimands are relied upon to support subsequent and timely discipline including suspension, transfer, delay of step increase, demotion or discharge.

- 22.3 The Employer shall not take any disciplinary action as defined in this section without giving the employee the right to have a Union representative present. If an employee(s) is requested to attend any meeting for the purpose of investigation, where such investigation may lead to discipline or discharge of that employee, that employee(s) will be informed of their right to have Union representation present before such meeting is to take place. The employee shall be provided a letter setting forth the reason(s) for such action at the time such action is taken or shortly thereafter.
- 22.4 Employees shall be given the opportunity to read and answer all disciplinary letters before placement of such material into their official personnel file maintained by Human Resources and will be requested to sign such letters. Signature thereon shall not be construed as admission of guilt or concurrence with the discipline, but rather an indication that the employee has seen and comprehends the gravity of the disciplinary action.
- 22.5 Copies of written reprimands and other disciplinary letters will be provided to the Union. Copies of written reprimands will be used to indicate trends of behavior which may lead to discipline and/or discharge.
- 22.6 Only management representatives who are not covered by this agreement may discipline employees above a written reprimand.

23. Performance Evaluations

- 23.1 Each employee's job performance shall be reviewed and evaluated at least annually.
- 23.2 Performance evaluations are not disciplinary and are not subject to the grievance procedure.
- 23.3 An employee may append his/her written comments to the performance evaluation report. Employee comments must be attached and submitted with the signed performance evaluation to human resources.

24. Non-Reduction of Wages and Working Conditions

- 24.1 The parties hereto agree that the wages and working conditions in effect and now being paid to and enjoyed by the members of the Union shall not be reduced in view of the provisions of this agreement; provided, nothing in this section shall be construed to limit in any way, the Employer's rights under Article 3., Rights of Management, above, or to make changes in current practices, provided: (1) Advance notice of the change is given to the Union and affected employees, and, (2) Reasonable opportunity is provided to discuss the change with the city.

25. Layoff, Recall, and Bumping

- 25.1 Layoff Procedure – Layoffs or reductions-in-full time equivalent (FTE) positions (including transfers for this purpose and reduction in hours) may be undertaken by the City due to budgetary reductions, organizational restructuring, lack of work, reduction or elimination of funds, material change in duties or organization, reduction in force or workload, or in the interests of economy or efficiency.
- 25.2 Alternatives to Layoff – The City will attempt to avoid layoffs and whenever possible to consider alternatives to layoffs before final decisions are made. At the discretion of the City, these considerations may include:
- 25.2.1 To avoid layoff an employee may transfer to a vacant position, if available. An employee may be eligible for a transfer provided that he/she meets the minimum qualifications for the job.
- 25.2.2 The City shall notify each employee subject to layoff of his/her rights and responsibilities as described in this Article. Such notification shall be reduced to writing and incorporated in each layoff notice the City issues to an employee subject to layoff.
- 25.3 After the City has identified the job classification, division (e.g. Streets, Water, Criminal, Civil), workgroup (e.g. Signals, Water Production) or program area (e.g. Street Lights, Hydrant Flushing, Aquatics, Fitness) being reduced, layoffs and resource reductions will be made in the following order:
- 25.3.1 Temporary or seasonal employees occupying regular classifications, Offender Service Crews, and newly hired probationary employees shall be laid off prior to regular status employees.
- 25.3.2 The order in which employees will be laid off shall be determined based on seniority as defined in 25.7 of this Article.
- 25.3.3 Any exception to this will be mutually agreed to by the Union and City.
- 25.4 When an employee is identified for a layoff or reduction-in-force, he/she shall be permitted to bump into a job or classification which he/she currently holds or has

previously held, provided that the employee meets the minimum qualifications for the job. If the employee is a Building Repair Specialist, the employee shall be permitted to bump into the Facilities Maintenance Specialist II classification provided that the employee meets the minimum qualifications for the job. In doing so, he/she may “bump” the least senior employee in that job or classification within the bargaining unit. Bumping may only occur within the same bargaining unit such as Operations Center, Recreation, or Law.

An employee who has been transferred pursuant to 25.2.1 or bumped into a new position as an alternative to layoff and who fails to perform the functions of the new position during probation will be placed on the reinstatement list. Such employees will only be eligible for reinstatement to the position from which they were originally laid off. Failure to pass probation for reasons other than performing the functions of the new position will result in termination in accordance with Article 22.

- 25.5 Notice to Union – Representatives of the City shall notify the Union within fifteen (15) working days after the City has officially determined that a layoff or reduction-in-FTE will affect any of the Union members. After such notification, the City agrees to meet with the Union, if requested, and to inform the Union of the details of the layoff and provide a current seniority list as well as any other relevant information. This meeting shall occur prior to notifying the employee(s) selected for reduction or elimination.
- 25.6 Notice to Employees – Each employee to be laid off or to have an FTE reduction shall be given at least thirty (30) calendar days’ notice of layoff, with a copy to the Union. Employees who remain may be assigned the additional duties of those lower classified positions that were laid off or reduced. Such a situation will not result in a decrease in pay or downward reclassification.
 - 25.6.1 Once the City had notified the affected employee of layoff and there is an available vacant position or a position for the employee to bump into, if any, he/she must notify Human Resources in writing of his/her intent to accept a vacant position or exercise bumping rights within ten (10) working days of the initial layoff notice. If notification is not received within the allotted time, rights to vacant positions or to bump shall be waived by the employee. The Employee will subsequently be placed on the reinstatement list.
- 25.7 Seniority – Seniority for the purposes of layoff, reduction, recall, and bumping shall be based upon City seniority for all members covered under this Agreement as of September 2, 2009. Thereafter, employees transferring or hired into any one of the bargaining units shall have seniority defined as the employee’s most recent date of hire into their respective bargaining unit. Should the seniority of any two or more employees be equal, the respective seniority rights of such employees

shall be determined by date of application, and if that is the same, the affected employees shall draw lots. Employee seniority shall not be reduced because of unpaid leave protected under state and federal regulations.

25.8 Recall – Employees who have been laid off, or transferred as an alternative to layoff, are eligible for recall for a period of thirty-six (36) months following the date of layoff or reduction in FTE. The names of persons laid off will be placed on one recall list. When a vacancy occurs in the same job classification for which there exists a recall list, the City will fill the vacancy using that list with the understanding that employees must meet the required minimum qualifications for the position to which they would be recalled into. If there is more than one employee on the recall list eligible for a vacancy in a particular job class, the City will use seniority as defined in Article 25.7 to determine who shall be offered recall. Recall notices will be sent by certified mail to the last address reflected in the employee's official personnel file.

25.8.1 When an employee is recalled within thirty-six (36) months to the job or classification from which they were laid off, they will be placed into the same step occupied at the time of the layoff and may serve an additional probationary period, if the job is significantly different than their previous job. Recalled employees will have their accrual rates restored to the same accrual rate as of the date of layoff.

25.8.2 Reinstatement. Employees who have been laid off and are in a recall status may also apply and be considered for job openings outside their job classification prior to or after layoff. Any employee who is offered a job other than the position from which they were laid off within thirty-six (36) months of their layoff will be treated as a new employee and will serve a new probationary period. Employees will also be placed into the salary schedule for the new position consistent with the applicable salary schedule or guidelines. Reinstated employees will have their accrual rates restored to the same accrual rate as of the date of layoff.

25.8.3 Once an employee on the recall list is offered recall, the employee must respond within fourteen (14) calendar days of the date of the notice, unless extended by mutual consent. The employee shall be responsible for notifying the Human Resources Department of any change in their address or telephone number, while on layoff status.

25.8.4 Benefit accrual and service credit will be discontinued while in a layoff status of thirty (30) or more days. However, upon recall or reinstatement, an employee's previous hire date will be maintained, but the employee's service date will be adjusted to deduct the time spent in a layoff status.

25.9 Eligibility for recall/reinstatement ends if:

25.9.1 An employee refuses to accept an offer of recall to a position in the same classification as that from which he/she was laid off.

25.9.2 An employee fails to respond to an offer of recall within fourteen (14) calendar days following the date the offer is mailed.

25.9.3. The employee requests in writing to be removed from the recall list.

25.9.4 The employee resigns or retires.

Definitions of Alternative to Layoff

- A. Transfer (moves laterally) – The movement from one position within a job classification to another position within the same classification or from one position to a position with a different classification in the same pay range. A transferred employee would be placed at the same step in the same range as the position that they transferred from. Terms and conditions of transfers are provided in Article 9.3.
- B. Demotion – The movement from a higher paid job classification to a lower paid job classification. An employee accepting a demotion may serve a probationary period, if the job is significantly different than their previous job, and would be placed at the top step of the lower job classification range or the step in the job classification range that provides the least amount of decrease in pay.

26. Contracting-Out/Out-Sourcing

- 26.1 Should the City contract-out or out-source work, which is currently being performed by AFSCME Union employees, the City shall inform AFSCME and shall meet with AFSCME to impact bargain the effects.

27. Conflict of Contract and City Employment Policies

- 27.1 It is agreed that the intention of the parties to this agreement is that this agreement and all working agreements shall be consistent with the City employment policies and that where it is found that the provisions of such an agreement are in conflict with the City employment policies that the language of the agreement shall control.
- 27.2 Employees represented by this contract will be under the City's Employment Policy Manual. It is the intent that departmental rules shall be superseded by the City's Employment Policy Manual. If a situation occurs in which there is a difference between City rules/policies, and those of the department, Human

Resources will meet with the Union and the affected department to reach a mutually agreeable solution.

- 27.3 The City shall provide legal representation to an employee represented by this contract as may be reasonably necessary to defend a claim or lawsuit filed against such employee resulting from any conduct, act or omission of such employee performed or omitted on behalf of the City in his/her capacity as an employee which act or omission is within the scope of his/her service or employment with the City in accordance with the provisions of Vancouver Municipal Code Chapter 2.46.

The City shall inform the employee whether the employee shall be offered a defense. The City shall first provide an opportunity for the employee and the Union to meet in advance with the City Manager so that the employee and/or Union may provide the City Manager with any evidence or argument, whether verbally or in writing, before the City Manager may deny defense and/or indemnification to the employee under Chapter 2.46 VMC. Only the employee, City Manager, Union representative, Union attorney, or City Attorney (or designated legal advisor) may attend the meeting. If the City Manager grants defense and indemnification to the employee under chapter 2.46 VMC, no such meeting shall be required or held.

28. Separability Clause

- 28.1 If an article of this agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any article should be restrained by such tribunal, the remainder of this agreement shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article.

29. Termination and Renewal

- 29.1 This agreement and all attachments hereto shall be in full force and effect from January 1, 2021 through December 31, 2021, and shall continue in effect if renewed or extended by mutual agreement.
- 29.2 Not less than one hundred twenty (120) days prior to the end of the contract, either party may notify the other in writing of its desire to terminate or modify the agreement; provided that an earlier commencement may be scheduled by mutual agreement.

30. Labor-Management Committee

- 30.1 An Operations Center-wide Labor-Management Committee currently exists. AFSCME has historically been represented on and participated in its meetings and will continue to do so.

A City Attorney Support Staff Labor-Management Committee also exists and meets to discuss internal labor-management issues specific to that workgroup.

Topics for the agenda will be shared at least one (1) week before the meeting. Issues not covered by the contract, clarification of contract issues, various surveys and committee work related to mandatory bargaining subjects and city employment policies shall be regular agenda items for this committee.

31. Temporary or Seasonal Workers

- 31.1 Temporary or seasonal worker for purposes of this contract shall mean one who is hired to work not more than 1,040 hours in any one specific classification in one specific department in any twelve (12) consecutive month period. Temporary workers will not be used for more than the 1,040 hour period. Exceptions to this policy shall be mutually agreed upon by the Employer and the Union. The Employer will not rotate temporaries through the same regular position(s).
- 31.2 The intended use of temporary or seasonal workers by the Employer is to cover seasonal workloads and to fill unexpected vacancies created by a sudden increased work load, to instruct classes and provide other services that do not require the use of regular staff, and to fill in as a result of termination or disabilities of regular employees. It is acknowledged that there will be exceptions to this policy. Exceptions to this policy shall be mutually agreed upon by the City and the Union.
- 31.3 The Employer will make all records of temporary or seasonal workers, the date they started, and total hours worked, available to the Union upon request.

32. Tobacco Free Work Environment

- 32.1 All city facilities, including city-owned buildings, vehicles, individual employee offices, and offices or other facilities rented or leased by the city will be tobacco free.

33. Contract Amendments

- 33.1 The parties agree that this Agreement may be amended in writing as agreed to by both parties without action of their respective legislative bodies, unless otherwise

specified herein, including, but not limited to, amendment by Memorandum of Understanding or Memorandum of Agreement.

Dated this _____ day of _____, 2021.

For the Employer

For the Union

Eric Holmes, City Manager

Larry Clark, Business Agent
AFSCME, 307VC

Lisa Takach, HR Director

Dave McGrath, President,
AFSCME, 307VC

Jeff Weber, Vice-President,
AFSCME, 307VC

Yvonne Taylor, Executive Board,
AFSCME, 307VC
City Attorney's Office

Approved as to form:

Jonathan Young, City Attorney

James Fields, Executive Board
AFSCME, 307VC
Parks and Recreation

Attest:

Natasha Ramras, City Clerk

Appendix A - Classifications and Rates of Pay

Salary Schedule adjusted by 2% effective January 1, 2021

AFSCME 2021 Pay Ranges								
Range Number	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1	\$ 3,030	\$ 3,137	\$ 3,247	\$ 3,361	\$ 3,478	\$ 3,600	\$ 3,725	\$ 3,874
-								
2	\$ 3,107	\$ 3,216	\$ 3,328	\$ 3,444	\$ 3,564	\$ 3,690	\$ 3,819	\$ 3,971
3	\$ 3,184	\$ 3,296	\$ 3,412	\$ 3,531	\$ 3,654	\$ 3,781	\$ 3,914	\$ 4,070
Recreation Coordinator A								
4	\$ 3,264	\$ 3,378	\$ 3,496	\$ 3,618	\$ 3,745	\$ 3,877	\$ 4,012	\$ 4,173
5	\$ 3,344	\$ 3,462	\$ 3,584	\$ 3,709	\$ 3,838	\$ 3,973	\$ 4,111	\$ 4,276
6	\$ 3,429	\$ 3,549	\$ 3,673	\$ 3,803	\$ 3,935	\$ 4,072	\$ 4,215	\$ 4,383
Warehouse Worker								
7	\$ 3,515	\$ 3,638	\$ 3,765	\$ 3,896	\$ 4,034	\$ 4,175	\$ 4,320	\$ 4,493
-								
8	\$ 3,603	\$ 3,728	\$ 3,860	\$ 3,994	\$ 4,133	\$ 4,279	\$ 4,428	\$ 4,606
9	\$ 3,693	\$ 3,822	\$ 3,956	\$ 4,094	\$ 4,236	\$ 4,385	\$ 4,539	\$ 4,722
Warehouse Technician Legal Secretary								
10	\$ 3,784	\$ 3,917	\$ 4,053	\$ 4,197	\$ 4,344	\$ 4,496	\$ 4,652	\$ 4,838
Maintenance Worker I								
11	\$ 3,880	\$ 4,015	\$ 4,155	\$ 4,300	\$ 4,452	\$ 4,608	\$ 4,769	\$ 4,958
-								

12	\$ 3,977	\$ 4,116	\$ 4,260	\$ 4,408	\$ 4,563	\$ 4,724	\$ 4,888	\$ 5,084
Facilities Maintenance Specialist I -								
13	\$ 4,075	\$ 4,219	\$ 4,367	\$ 4,519	\$ 4,677	\$ 4,840	\$ 5,009	\$ 5,211
Maintenance Worker II Recreation Specialist B Utility Locator								
14	\$ 4,178	\$ 4,323	\$ 4,475	\$ 4,631	\$ 4,793	\$ 4,962	\$ 5,136	\$ 5,341
Street Light Technician I								
15	\$ 4,282	\$ 4,432	\$ 4,586	\$ 4,747	\$ 4,913	\$ 5,086	\$ 5,263	\$ 5,473
16	\$ 4,389	\$ 4,543	\$ 4,702	\$ 4,866	\$ 5,036	\$ 5,213	\$ 5,396	\$ 5,612
Water Quality Assistant Water System Operator -								
17	\$ 4,500	\$ 4,657	\$ 4,820	\$ 4,989	\$ 5,162	\$ 5,345	\$ 5,529	\$ 5,751
Chemical Specialist Inspector Maintenance Specialist Grounds Maintenance Specialist Warehouse Specialist								
18	\$ 4,612	\$ 4,774	\$ 4,940	\$ 5,112	\$ 5,293	\$ 5,475	\$ 5,668	\$ 5,896
Building Repair Specialist Facilities Maintenance Specialist II								
19	\$ 4,727	\$ 4,892	\$ 5,062	\$ 5,241	\$ 5,422	\$ 5,614	\$ 5,811	\$ 6,042
Administrative Assistant Lead Maintenance Worker Lead Utility Locator Legal Assistant Program Coordinator (Law)								

Utility Maintenance Mechanic Utility Specialist Water Quality Technician								
20	\$ 4,844	\$ 5,014	\$ 5,190	\$ 5,371	\$ 5,560	\$ 5,754	\$ 5,955	\$ 6,194
Street Light Technician II								
21	\$ 4,966	\$ 5,140	\$ 5,319	\$ 5,506	\$ 5,699	\$ 5,898	\$ 6,103	\$ 6,348
Paralegal Rehabilitation Specialist								
22	\$ 5,090	\$ 5,268	\$ 5,454	\$ 5,642	\$ 5,842	\$ 6,045	\$ 6,257	\$ 6,508
Water Treatment Plant Operator								
23	\$ 5,217	\$ 5,401	\$ 5,589	\$ 5,784	\$ 5,986	\$ 6,197	\$ 6,414	\$ 6,670
Recreation Coordinator C Traffic Signal Technician								
24	\$ 5,349	\$ 5,535	\$ 5,729	\$ 5,929	\$ 6,137	\$ 6,352	\$ 6,574	\$ 6,836
Water Quality Coordinator								
25	\$ 5,480	\$ 5,674	\$ 5,872	\$ 6,078	\$ 6,290	\$ 6,511	\$ 6,739	\$ 7,007
Investigator Recreation Coordinator D								
26	\$ 5,619	\$ 5,816	\$ 6,018	\$ 6,229	\$ 6,448	\$ 6,673	\$ 6,907	\$ 7,183
Lead Water Treatment Plant Operator								
27	\$ 5,760	\$ 5,961	\$ 6,170	\$ 6,385	\$ 6,609	\$ 6,839	\$ 7,079	\$ 7,363
Electrician								

Facilities Systems Administrative Technician HVAC Technician Lead Traffic Signal Technician Utility Electrician								
28	\$ 5,903	\$ 6,110	\$ 6,323	\$ 6,543	\$ 6,774	\$ 7,011	\$ 7,257	\$ 7,546
Facilities Maintenance Specialist Lead SCADA Technician								
29	\$ 6,050	\$ 6,262	\$ 6,481	\$ 6,708	\$ 6,942	\$ 7,186	\$ 7,437	\$ 7,736
Warehouse Supervisor Traffic Signal Specialist								
30	\$ 6,202	\$ 6,419	\$ 6,643	\$ 6,877	\$ 7,116	\$ 7,367	\$ 7,623	\$ 7,927
Public Works Supervisor								
31	\$ 6,358	\$ 6,579	\$ 6,810	\$ 7,047	\$ 7,294	\$ 7,549	\$ 7,814	\$ 8,125
32	\$ 6,516	\$ 6,744	\$ 6,980	\$ 7,224	\$ 7,478	\$ 7,739	\$ 8,009	\$ 8,330

Appendix B- Paid Time Off (PTO) Accrual Schedule
Effective October 1, 2015

Employee Paid Time Off (PTO) Accrual Schedule For employees hired before March 24, 2003 and after January 1, 1980						
During Year of Service	Hours Per Month	Days Per Year (Based on an 8 hour day)	Maximum Accumulation Hours / Days (Based on an 8 hour day) (Maximum amount of payout at separation)		Maximum Accumulation Hours / Days (Based on an 8 hour day)	
1-5	18.34	27.5	440	55	608	76
6-10	20.34	30.5	488	61	656	82
11-15	22.34	33.5	536	67	704	88
16-20	24.34	36.5	584	73	752	94
21+	26.34	39.5	632	79	800	100

Employee Paid Time Off (PTO) Accrual Schedule For employees hired on or after March 24, 2003						
During Year of Service	Hours Per Month	Days Per Year (Based on an 8 hour day)	Maximum Accumulation Hours / Days (Based on an 8 hour day) (Maximum amount of payout at separation)		Maximum Accumulation Hours / Days (Based on an 8 hour day)	
1-2	15	22.5	360	45	528	66
3-5	18.34	27.5	440	55	608	76
6-10	20.34	30.5	488	61	656	82
11-15	22.34	33.5	536	67	704	88
16-20	24.34	36.5	584	73	752	94
21+	26.34	39.5	632	79	800	100

Employee Vacation Accrual Schedule Employees hired before January 1, 1980						
During Year of Service	Hours Per Month	Days Per Year (Based on an 8 hour day)	Maximum Accumulation Hours / Days (Based on an 8 hour day) (Maximum amount of payout at separation)		Maximum Accumulation Hours / Days (Based on an 8 hour day)	
21+	28.34	42	680	85	848	106

AFSCME, Local 307VC
Addendum Agreement – City Attorney’s Office Support Staff

This addendum agreement, hereinafter referred to as the Addendum, is effective as of the date indicated herein and is effective for the term of the AFSCME, Local 307VC collective bargaining agreement that begins January 1, 2018, hereinafter referred to as the Agreement, and it is by and between the City of Vancouver, a municipal corporation of the State of Washington and hereinafter referred to as the Employer, and the Washington State Council and City Employees, AFSCME Local 307VC, hereinafter referred to as the Union.

The articles in this Addendum are applicable to AFSCME employees of the City Attorney’s Office, and they modify and supersede the corresponding articles in the Agreement. Articles and sub-articles in the Agreement that are not modified in the Addendum apply, in their entirety, to all AFSCME bargaining units and members.

1. Recognition and Bargaining Unit

The Employer hereby recognizes the Union as the sole exclusive bargaining agent for the purposes of establishing wages, hours, fringe benefits and working conditions for employees of the City within the City Attorney’s bargaining unit as described below:

All office clerical, technical, and support personnel in the City Attorney’s office of the City of Vancouver, excluding elected officials, City Attorney and professional employees.

7. Identification of Jobs

- 7.7 Acting of Out-Of-Class Assignments: When acting or out-of-class appointments are made to higher paying positions, preference shall be given on a rotation basis to qualified employees within the program area or division. The rotation list shall be by seniority. Employees must have one (1) year of service prior to consideration for placement in an acting position. When the most senior employee has been given an out-of-class appointment, the next appointment shall be given to the next lower person on the list. Employees on the list have the option of refusing the out-of-class assignment.

10. Work Week, Hours of Work, Shifts

10.5 Shift Assignments

From time to time, current work schedules may be temporarily changed to fill needs due to sick leave, military leave, or unanticipated absences. This could involve transferring an employee from one period of consecutive days to another. Such change will not be subject to provisions for premium pay on the first, second and third days, or the fourth day in the case of a five (5) day work schedule, provided that the following criteria are met:

10.5.1 Any time a work schedule is changed, it will consist of consecutive days of work.

10.5.2 Employees will be notified of the change at least twenty-four (24) hours in advance of the new work schedule.

10.5.3 The work schedule change shall be of a temporary nature, not to exceed thirty (30) days.

10.5.4 Employees may request work schedule changes, but the City shall assume no obligation for premium pay on the initial first, second, and third days, or the fourth day in the case of a five (5) day work schedule of the new shift.

10.5.5 A work schedule differential of \$2.00 per hour shall apply to regular work schedules that include a Saturday or Sunday.

10.6 Flexible Work Schedules – Applies to Employees of the City Attorney’s Office

The Union and the City mutually agree that staff of the City Attorney’s Office (CAO) covered under this agreement may flex their hours to accommodate issues arising from personal and/or work-related situations. Allowing staff to flex their hours across days, i.e. from one day to the next, may cause an employee to work more hours than their regular shift on one day while working fewer hours than their regular shift the next day. In the event an employee’s schedule is flexed from one day to the following day, the employee shall not be entitled to overtime pay as provided in Article 11.5.1 of this agreement. The City shall still be required to

comply with the overtime provisions of the Fair Labor Standards Act should an employee work more than forty (40) hours in the work week.

Requests for flex scheduling need to be scheduled within or reasonably close to regular business hours.

Requests for flex scheduling will be handled on a case by case basis and must be approved in advance by the employee's supervisor. No employee will be denied a flex scheduling request for arbitrary or capricious reasons.

11. Rates of Pay

11.5.1 Overtime and Callback Time

All scheduled overtime and/or callback time shall be offered on a seniority basis by program area or based on the needs of a particular case or project, starting with the most senior qualified person.

25. Layoff, Recall, and Bumping

- 25.4 When an employee is identified for a layoff or reduction in force, he/she shall be permitted to move into a vacant job or classification, within the same bargaining unit and division (Criminal or Civil), provided that the employee meets the minimum qualifications for the job. If an employee has served in both the Criminal and Civil divisions and is qualified, he/she may bump into either division. If there is no vacancy to move into, the employee may bump according to the progression below:
- a. The employee may bump the least senior employee in the division (or bargaining unit for those who qualify and have served in both divisions) in his/her same classification, provided that the bumping employee has more seniority.
 - b. If no opportunity exists in subparagraph a. (above), then the employee may bump the least senior employee in the division (or bargaining unit for those who qualify and have served in both divisions) in the next lowest classification, provided that the bumping employee has more seniority.
 - c. If no opportunities exist in subparagraphs a. or b. (above), then the employee may bump the least senior employee in the division (or bargaining unit for those who qualify and have served in both divisions) in the classification lower than the next lowest, provided the bumping employee has more seniority.
- 25.5 In all cases of movement into vacant positions and bumping, the employee must be qualified to perform the new position's duties at the time of movement (i.e., the

employee has the requisite license, certification and/or training and experience at the time of movement).

Bumping may only occur within the same division (or bargaining unit for qualified employees who have served in both divisions), and an employee is only eligible for one bump attempt, meaning if he/she is not qualified to bump according to the progression above, no other bumping options will be allowed.

An employee who bumps into a new position as an alternative to layoff and who fails to perform the functions of the new position during probation will be placed on the reinstatement list. Such employees will only be eligible for reinstatement to the position from which they were laid off. Failure to pass probation for reasons other than performing the functions of the new position will result in termination in accordance with Article 22.

Dated this _____ day of _____, 2021.

For the Employer

For the Union

Eric Holmes, City Manager

Larry Clark, Business Agent,
AFSCME, 307VC

Lisa Takach, HR Director

Dave McGrath, President,
AFSCME, 307VC

Jeff Weber, Vice-President,
AFSCME, 307VC

Yvonne Taylor, Executive Board,
AFSCME, 307VC
City Attorney's Office

Approved as to form:

Jonathan Young, City Attorney

Attest:

Natasha Ramras, City Clerk

AFSCME, Local 307VC
Addendum Agreement – Recreation Division

This addendum agreement, hereinafter referred to as the Addendum, is effective as of the date indicated herein and is effective for the term of the AFSCME, Local 307VC collective bargaining agreement that begins January 1, 2018, hereinafter referred to as the Agreement, and it is by and between the City of Vancouver, a municipal corporation of the State of Washington and hereinafter referred to as the Employer, and the Washington State Council and City Employees, AFSCME Local 307VC, hereinafter referred to as the Union.

The articles in this Addendum are applicable to AFSCME employees of the Recreation Division, and they modify and supersede the corresponding articles in the Agreement. Articles and sub-articles in the Agreement that are not modified in the Addendum apply, in their entirety, to all AFSCME bargaining units and members.

1. Recognition and Bargaining Unit

The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing wages, hours, fringe benefits and working conditions for employees of the City within the Recreation bargaining unit as described below:

All full-time and regular part-time employees of the Recreation Division of the City of Vancouver Parks and Recreation Department in the Firstenburg Community Center, Marshall Community Center, Luepke Senior Center and the Vancouver Tennis Center, excluding supervisors, confidential employees, Parks Division employees, customer service representatives, facilities assistants, field maintenance, support specialists and department aides.

7. Identification of Jobs

7.7 Acting or Out-Of-Class Assignments: When acting or out-of-class appointments are made to higher paying positions, preference shall be given to the most senior qualified (including all required certifications) employees the next lowest classification within the workgroup. (For example, the most senior qualified Recreation Specialist B would be appointed to an acting or out-of-class assignment for a Recreation Specialist C provided he or she was within the same workgroup.) Employees must have one (1) year of service prior to consideration for placement in an acting position. Employees may refuse the out-of-class assignment.

10. Work Week, Hours of Work, Shifts

10.3.2 For the purposes of administering shift differential, shifts are defined as follows:

Day Shift: 6:00 a.m. to 5:00 p.m.
Swing Shift: 3:00 p.m. to 12:00 a.m.
Graveyard Shift: 10:00 p.m. to 6:00 a.m.

Not all day, swing, or graveyard shifts will be within the specific shift start and end times noted above; however, if more than 50% of a shift is scheduled (including a split shift – where an employee works part of the shift, has a multiple hour block off, and then returns for the balance of the shift) in either the swing or graveyard shift, it will be eligible for shift differential. Shift differential rates are detailed in article 11.6.

10.5 Shift Assignments

10.5.5 No work schedule differential shall apply to regular work schedules that include a Saturday or Sunday.

10.6 Flexible Work Schedules – Applies to Non-Exempt Employees of the Recreation Division

Non-exempt staff of the Recreation Division covered under this agreement may flex their hours to accommodate issues arising from personal and/or work-related situations. Allowing staff to flex their hours across days, i.e. from one day to the next, may cause an employee to work more hours than their regular shift on one day while working fewer hours than their regular shift the next day. In the event an employee's schedule is flexed from one day to the following day, the employee shall not be entitled to overtime pay as provided in Article 11.6.1 of this agreement. The City shall still be required to comply with the overtime provisions of the Fair Labor Standards Act should an employee work more than forty (40) hours in the work week.

Requests for flex scheduling need to be scheduled within or reasonably close to regular business hours.

Requests for flex scheduling will be handled on a case by case basis and must be approved in advance by the employee's supervisor. No employee will be denied a flex scheduling request for arbitrary or capricious reasons.

11. Rates of Pay

11.5.1 Overtime

All scheduled overtime and/or callback time shall be offered on a seniority basis by workgroup (e.g. aquatics, fitness, etc.), starting with the most senior qualified (including all required certifications) employee in the classification required to meet the overtime needs (e.g., overtime would not be given to a Recreation Specialist A who had more seniority than a Recreation Specialist B if the overtime required staffing at the Recreation Specialist B level).

11.6 Overtime and Compensatory Time for Recreation Coordinator C's and D's- effective August 1, 2015

- 11.6.1 As exempt employees, Recreation Coordinator C's and D's are accountable for personal time management and are not entitled to overtime under the FLSA. Exempt employees may flex their hours to accommodate issues arising from personal and/or work-related situations. All flexing of hours must be within the same pay period.
- 11.6.2 However, by mutual agreement of the employer and employee, and with supervisor approval, employees may be eligible to receive overtime compensation above their regularly scheduled hours on an hour-for-hour basis.
- 11.6.3 With prior supervisor approval, employees may be eligible for overtime pay for extraordinary hours worked beyond their regularly scheduled hours in the pay period.
- 11.6.4 Employees may accrue compensatory time off in lieu of overtime compensation. Compensatory time off shall be accumulated at the same rate as overtime compensation would have otherwise been paid (1:1). The maximum accrual shall be forty (40) hours. Employees will be allowed to use accrued compensatory time off by mutual agreement with their supervisor. In the event an employee is affected by layoff from their regular position the employer will payout the balance of the Employee's compensatory time balance at the employee's rate of pay at the time of layoff.

13.3 – 13.6 Holidays for Recreation Coordinators and Administrative Assistants

	Recreation Coordinators A & B and Administrative Assistants	Recreation Coordinators C & D
Not Working	8 hrs holiday*	8 hrs holiday*
Scheduled (with supervisor	1 1/2 times for hours worked; and	Straight time for hours worked; and

approval)	8 hrs holiday*	8 hrs holiday*
Emergency Call-In	1 1/2 times for hours worked; and 8 hrs holiday*	1 1/2 times for hours worked; and 8 hrs holiday*

***pro-rated by FTE for part-time**

25. Layoff, Recall, and Bumping

25.4 When an employee is identified for a layoff or reduction in force, he/she shall be permitted to move into a vacant job or classification, within the same bargaining unit (Parks, Streets, Recreation), provided that the employee meets the minimum qualifications for the job. If there is no vacancy to move into, the employee may bump according to the progression below:

- a. The employee may bump the least senior employee in the bargaining unit in his/her same classification, provided that the bumping employee has more seniority (e.g. Recreation Coordinator D bumps a less senior Recreation Coordinator D) and also holds any required certifications.
- b. If no opportunity exists in subparagraph a. (above), then the employee may bump the least senior employee in the bargaining unit in the next lowest classification, provided that the bumping employee has more seniority (e.g. Recreation Coordinator D bumps the least senior Recreation Coordinator C) and also holds any required certifications.
- c. If no opportunities exist in subparagraphs a. or b. (above), then the employee may bump the least senior employee in the bargaining unit in the classification lower than the next lowest, provided the bumping employee has more seniority (e.g. Recreation Coordinator D bumps the least senior Recreation Specialist B) and also holds any required certifications.

Dated this _____ day of _____, 2021.

For the Employer

For the Union

Eric Holmes, City Manager

Larry Clark, Business Agent
AFSCME, 307VC

Lisa Takach, HR Director

Dave McGrath, President,
AFSCME, 307VC

Jeff Weber, Vice-President,
AFSCME, 307VC

James Fields, Executive Board
AFSCME, 307VC
Parks and Recreation

Approved as to form:

Jonathan Young, City Attorney

Attest:

Natasha Ramras, City Clerk



Staff Report 025-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/8/2021

SUBJECT Collective Bargaining Agreement with the Office and Professional Employees International (OPEIU), Local 11, AFL-CIO

Key Points

- One-year agreement (January 1, 2021 to December 31, 2021).
- Rates of pay for 2021 will be adjusted by 2% for all classifications.
- 2021 increases will be retroactive to January 1, 2021.
- Updates salary schedules with the previously agreed to results of the 2018 market study.
- The City will continue to contribute \$1325.00 per member per month towards Western States Health & Welfare Trust Fund of OPEIU for healthcare.
- Changes to alternatives to layoff, layoff, and seniority language to allow for better management of personnel resources.
- Updates to Union Security and Union Representation language to bring contract into alignment with current laws.

Strategic Plan Alignment

N/A

Present Situation

The labor agreement between the City and the Office and Professional Employees International (OPEIU), Local 11, AFL-CIO bargaining unit expired on December 31, 2020. The parties were able to work through a collaborative process and consensual decision making on many of the provisions for a new one-year agreement. Due to the economic uncertainty experienced in 2020 as a result of the pandemic, parties entered into a one-year agreement. Parties will return to the negotiation table by summer in hopes the market and economic conditions have improved to where parties can reasonably reach a multi-year agreement. The labor agreement is being brought to Council for approval.

Advantage(s)

If ratified, the City and bargaining unit will have a collective bargaining agreement and will be operating under an agreement that meets the business needs of both parties.

Disadvantage(s)

There are no known disadvantages to ratifying.

Budget Impact

Funding for the wage adjustments resulting from ratification of the January 1, 2021, to December 31, 2021, collective bargaining agreement with the Office and Professional Employees International (OPEIU), Local 11, AFL-CIO is available in the adopted 2021-2022 budget and is reflected in the six (6) year financial forecast.

Prior Council Review

None

Action Requested

Authorize the City Manager or his designee to ratify the January 1, 2021, to December 31, 2021, Collective Bargaining Agreement with the Office and Professional Employees International (OPEIU), Local 11, AFL-CIO, by executing the same.

Lisa Takach, Human Resources Director, 360-487-8611

ATTACHMENTS:

- ▣ OPEIU 2020 Collective Bargaining Agreement - Red Line
- ▣ OPEIU 2020 Collective Bargaining Agreement

~~Agreement~~ AGREEMENT

~~by and~~ between

LOCAL 11

OFFICE & PROFESSIONAL EMPLOYEE
INTERNATIONAL UNION AFL-CIO

and

CITY OF VANCOUVER, WASHINGTON

~~City of Vancouver~~

~~and~~

Office and Professional Employees International
Union (OPEIU), Local 11, AFL-CIO

| January 1, ~~2018~~, 2021 – December 31, ~~2020~~2021

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Office ~~and &~~ Professional Employees International Union Local 11, AFL-CIO **MASTER AGREEMENT**

This Agreement is between the City of Vancouver, a municipal corporation of the State of Washington and hereinafter referred to as the City or the Employer, and Office ~~and &~~ Professional Employees International Union, Local 11, AFL-CIO and herein and hereinafter referred to as the Union, for purposes of setting forth the mutual understanding of the parties regarding wages, hours, and conditions of employment of those employees for whom the Employer has recognized OPEIU, Local 11, as the exclusive collective bargaining representative.

ARTICLE 1. RECOGNITION AND THE BARGAINING UNIT

1.1 The Employer hereby recognizes the Union- as the exclusive bargaining representative for the Purposes stated in ~~Chapter-~~ 41.56 RCW of all regular full-time and regular part time employees employed within the classifications listed in Appendix "A" ~~bargaining unit~~ of this Agreement and as certified by the State of Washington Public Employment Relations Commission (PERC), but shall exclude all supervisory, ~~professional,~~ temporary, and seasonal ~~and part-time~~ workers or employees.

1.1.1 All employees including those within the represented community of employment interest, consistent with RCW 41.56.060 of the Employer, exclusive of confidential and supervisory employees, as indicated in Appendix A of ~~the Masterthis~~ Agreement, Office and Professional Employees International Union, Local 11, (OPEIU), hereinafter referred to as the Union.

~~Temporary or seasonal workers will not be allowed to work scheduled overtime until regular full or part time employees within that work unit have had the opportunity to work the overtime. The Employer will make a good faith effort to notify regular employees of overtime opportunities before such work is offered to temporary workers. This will not preclude temporary or seasonal workers from working overtime which extends beyond the end of their shift or emergency situations.~~

1.1.2 The classifications of employees covered by this Agreement are set forth in Appendix A, which is attached hereto and made a part of this Agreement. When classification on Union inclusion cannot be agreed upon by the Employer and the Union, either party may petition PERC to review the position in question and render a written opinion of its findings that shall be binding on the Employer and the Union.

1.1.3 In instances where contract language is in conflict with ~~a m~~Memorandum of Understanding (MOU), ~~or a Memorandum of Agreement (MOA) or an~~ addenda, the MOU, MOA or the addenda take precedent over ~~the Master this~~ Agreement.

ARTICLE 2. NONDISCRIMINATION

2.1 The Employer and the Union agree that they will not discriminate unfairly against any employee by reason of race, creed, age, color, sex, national origin, religious belief, marital status, mental or physical disability, sexual orientation, active or honorably discharged military status, or any other criteria established by state or federal statutes, rules or regulations.

~~2.2 Whenever words denoting the masculine gender are used in this Agreement, they are intended to apply equally to either gender.~~

ARTICLE 3. RIGHTS OF MANAGEMENT

3.1 The management of the municipal corporation and the direction of the work force are vested exclusively in the Employer subject to the terms of this Agreement. All matters not specifically and expressly covered or treated by the language of this Agreement may be administered for its duration by the Employer in accordance with such policy or procedure as the Employer, from time to time, may determine. ~~This right Article~~ does not restrict the right of an employee to use the grievance procedure set forth in Article 22 within this Agreement.

3.2 The parties hereby recognize the City's right to determine the methods, processes and means of providing municipal services, to increase, diminish or change municipal equipment, including the introduction of any and all new, improved or automated methods or equipment, and the assignment of employees to specific jobs within the bargaining unit in accordance with their job classification or title.

3.3 Nothing shall be construed to limit in any way the Employer's rights under this Article, or to make changes in current practices, provided: (1) Advance notice of the change is given to the Union and affected employees and (2) Reasonable opportunity is provided to discuss the change with the City.

ARTICLE 4. UNION SECURITY

4.1 The terms and conditions of this Agreement in regard to Union security are as follows:

4.1.1 ~~All employees of the Employer as defined in 1.1 of this Agreement who are or become members of the Union on or after the effective date of this Agreement or the 30th day following the beginning of their employment with the Employer, whichever date is later, shall as a condition of continued employment maintain their membership in good standing in the Union during the life of this Agreement.~~The parties agree that the terms of this Agreement shall apply equally to all employees, as defined in Article 1.1 of this Agreement, and within the bargaining unit. Any bargaining unit employee may authorize the Employer to deduct from his/her their pay the amount of Union membership dues charged by the Union for representation and services provided by the Union. This signed authorization must be in writing and forward to the Human Resources Department.

4.1.2 ~~Those employees of the Employer as defined in 1.1 of this Agreement who are not or have not become members of the Union on or after the effective date of this Agreement shall be required to join the Union as a condition of continued employment and maintain their membership in good standing in the Union during the life of this Agreement. Any bargaining unit employee, as defined in Article 1.1 to this Agreement, who does not want to become a member of the Union, has the voluntary option to pay fair share fees in an amount equal to membership dues. Any member of the bargaining unit may authorize the Employer to deduct from their pay voluntary fair share fees in an amount equal to Union dues charged by the Union. This signed authorization must be in writing and forwarded to the Human Resources Department.~~

4.1.3 ~~Those employees of the Employer as defined in 1.1 who are hired on or after the effective date of this Agreement shall be required to join the Union as a condition of continued employment with the Employer within thirty (30) days from the date of employment. Those employees of the Employer as defined in Article 1.1 to this Agreement, who do not wish to become a member of the Union and pay Union dues; or who do not pay voluntary fair share fees to the Union; and who require services beyond bargaining the Agreement; may be charged fees for such services in an amount determined by the Union.~~

4.1.4 ~~In the event an employee member of the Union as defined in 1.1 fails to maintain membership in the Union in good standing therein by the regular payment of dues and/or initiation fees, the Union will notify the Employer in writing, through Human Resources (HR), of such employee's delinquency. The Employer agrees to give notice to the employee within five (5) working days that their employment status with the Employer is in jeopardy and that failure to meet their membership obligation within thirty (30) calendar days from the date such notice is received will result in termination. Upon completion of the new member orientation, the Union agrees to provide the Employer with the signed Union dues deduction forms for each employee who desires to pay Union dues by payroll deduction; or the signed Union voluntary fair share fee payors form. The Employer will deduct such dues/fees from the wages of those employees and forward them to the Union each month.~~

4.1.5 ~~The Union agrees to provide the Employer with Union dues deduction assignment forms for each employee who desires to pay their Union dues and initiation fees by payroll deduction. The Employer will deduct such dues from the wages of the employees and forward them to the Union each month. In the event that an employee covered by this Agreement notifies the Employer that they no longer wish to have dues or have voluntary fair share fees deducted from their pay, the Employer shall notify the Union as soon as possible, via email, but no more than five (5) days of the notification.~~

4.1.6 Listing of New and Terminated Employees: The Employer agrees to notify the Union of new hires within the first thirty (30) days of employment

- a. By the 10th of the following month, a listing of bargaining unit employees hired, promoted or terminated during the previous month. Such listing shall contain the names of the employees, along with their job classification, and department and shall be sent to the Union's office.
- b. At the Union's request and up to two (2) times a year, the Employer will provide a listing of bargaining unit members, their department/section, classification, base pay, full-time/part-time status and number of scheduled hours, City seniority date and classification seniority date.

4.1.7 The Union shall indemnify and hold harmless the Employer against any and all claims, suits, orders, judgements, or liability arising from this Article. ~~Section 4.1.4.~~

~~4.1.8 — The right of non-association of employees based on bona fide religious tenets or teachings of a church or religious body of which an employee in a member shall be recognized. Such employees shall pay an amount of money equivalent to regular Union dues and initiation fee to a non-religious charity mutually agreed upon by the employee and the Union. The employee shall furnish written proof each month that such payment has been made or initiate and maintain a payroll deduction with the Employer, and the Employer shall ensure that the organization of choice is paid.~~

ARTICLE 5. UNION REPRESENTATIVE AND UNION

5.1 The Union shall inform the Employer in writing of the names of its officers, business representatives and stewards who are accredited to represent the Union, which information shall be kept up-to-date at all times. Only persons so designated will be accepted by the Employer as representatives of the Union.

5.2 ~~Those~~ Union representatives may, after receiving permission from the ~~s~~Supervisor, visit the work location of employees covered by this Agreement for the purpose of administering provisions of the Agreement related to grievance processing, disciplinary action and posting of Union notices on City provided bulletin boards.

5.3 Solicitation of Union membership or collection or checking of dues will not be conducted during work hours. The Employer agrees not to discriminate against any member of the Union for ~~his/her~~ their activity in behalf of or membership in the Union, provided such activity is not carried on during working hours, except as expressly provided in this Agreement.

5.3.1 The Union Representative is allowed access to new employees at an agreed upon time by the City and the Union, for the purposes of informing the employee about the exclusive bargaining representative within the first ninety (90) days of the employees start date; and

5.3.2 The Union Representative shall have access to new employees once for new employee orientation for no more than thirty (30) minutes; and

5.3.3 Access shall occur during the employee's regular working hours at the employee's regular worksite, unless otherwise agreed.

5.4 Union stewards shall be allowed reasonable time away from their work assignment without loss of pay for the purposes of meetings with the City for collective bargaining, grievance or disciplinary hearings or such other legitimate activities as are mutually agreed upon between the Union and the City.

Paid representation shall be limited as follows:

- a. Disciplinary matters – ~~one~~ (1) steward/employee representative
- b. Grievances – ~~up to two~~ (2) stewards/employee representatives
- c. Collective Bargaining – ~~up to four~~ (4) stewards/employee representatives
- d. Representatives Other ~~meetings~~ – ~~as~~ mutually agreed to by both parties

5.4.1 City employees participating in such meetings or activities will be allowed to do so without loss of pay if scheduled during said employee's regularly scheduled work time. If meetings or activities go beyond the regularly scheduled work time, then the employees shall be on their own time not paid by the City.

5.4.12 Stewards shall notify their immediate ~~manager~~ when there is a need to be away from their work assignment, provided such time away does not unreasonably detract from their work performance and is in compliance with the above requirements as to the nature of the activity. Time away from their work assignment to act in the role of Union representative shall be coded on their timesheet as "Union Leave".

5.4.23 Stewards and affected employees shall be allowed time away from their work assignment for meetings with the City. A reasonable amount of prep and debrief time necessary for these meetings shall be allowed.

5.5 City work hours shall not be used by employees or the business representatives for the conduct of Union business or the promotion of Union affairs other than stated above.

5.6 The City shall provide bulletin board space for Union notices in a conspicuous location where workers frequent regularly in each work area.

5.7 Use of City Telephones or Computers Related to Union Business:

- a. Use of City telephones or computers is allowed subject to the following:
 - 1) When such use is ~~de~~ minimis and incidental, such as arranging a meeting with a Union Representative.

- 2) For the purpose of conducting an investigation of a grievance, such as individual inquiries to co-workers.
- 3) For the purpose of interacting with the City's representatives concerning Union-City business, such as setting dates for City-Union meetings, making inquiries regarding grievances, etc.
- b. The use cited in "Subsection a" above may continue only to the extent that there are no additional costs to the City. The content of any and all communications using the City computer system is not privileged and may be subject to City review.
- c. The use of information technology in the work place will be consistent with federal and state laws, City policies and rules for public records, ethics and conduct of employees, and City of Vancouver Employee Policies, including but not limited to Policy 605: Use of Computers, Email, Internet and other Electronic Resources.

5.8 From time to time, the Union may request and the City may grant unpaid leave in not more than six (6) month increments for not more than one employee at a time, to attend to Union work with Local 11.

ARTICLE 6. STRIKES, WORK STOPAGES AND WORK SLOWDOWNS

6.1 The Employer and the Union agree that the public interest requires the efficient and uninterrupted performance of all City services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement, the Union and/or the employees covered by this Agreement shall not cause or engage in any work stoppage, strikes, slowdown or other interference with Employer functions, nor shall the City institute a lockout.

6.2 In the event that a strike, boycott, slowdown, mass sick call, work stoppage or other interruption of work occurs during the life of this Agreement, the Employer shall notify the Union of the existence of such activity and request information from the Union as to whether or not the activity has been authorized. The Union, after immediately responding to the Employer's request, will then proceed to make every reasonable effect to terminate the work interruption activity and induce the employees concerned to return to work so that service to the citizens of the City of Vancouver will not be affected. Employees shall not earn any benefits or wages whatsoever while they are engaged in such actions. In addition, employees who engage in or encourage such actions shall be subject to discipline up to and including discharge.

ARTICLE 7. IDENTIFICATION OF JOBS

7.1 Job Classifications.— Job classifications shall be defined by the current class specification for each of the job class titles listed in Appendix A of this Agreement.

7.2 ~~_____~~ Job Reclassifications. When there is a substantive change in the job duties assigned to an employee such that the employee is required to possess substantially different qualifications or is assigned a substantially different level of responsibility, the Employer shall conduct ~~the a~~ reclassification review for the purpose of determining the appropriate job classification for the revised job.

~~7.3.1 If reasonable and practical, the Employer will assign the positions to an existing class which better describes the duties assigned to the job. If there is no appropriate existing job classification, the Employer shall establish a new job classification. If the incumbent in the position is qualified for the revised job classification, he/she shall be placed in the new classification at the nearest step providing an increase. An incumbent who is not qualified for the new classification shall maintain his/her current range and continue to receive any step increases that are due.~~

7.23 New Classifications. If reasonable and practical, the Employer will assign the positions to an existing class which better describes the duties assigned to the job. If there is no appropriate existing job classification, the Employer shall establish a new job classification. If the incumbent in the position is qualified for the revised job classification, he/she they shall be placed in the new classification at the nearest step providing an increase. An incumbent who is not qualified for the new classification shall maintain his/her their current range and continue to receive any step increases that are due.

~~7.3.1~~ The salary range for the new classification shall be established ~~following by the~~ Employer ~~procedures~~ so that the salary of the new class is equitable in comparison to existing bargaining unit classes and external market factors. The salary range shall be submitted to the Union for review. Within thirty (30) calendar days of receipt of such City notice the Union shall notify the City of its agreement or disagreement with the City's provisional salary range for the new classification. If the Union disagrees with the salary range, it may request that the Employer negotiate with the Union to establish an equitable salary range for the new job classification. In the event the City and Union are unable to agree upon an equitable salary and mediation does not result in a resolution, the question may be submitted to an arbitrator under the procedures set for in 22.3 of this Agreement.

7.3.2 The City shall have the right to employ persons at its provisional salary range during the term of negotiations, subject to full retroactive payment to all affected employees upon the conclusion of negotiations or arbitration.

7.34 If a new classification is established by the City, a notification consisting of the job specification will be provided in writing to the Union.

ARTICLE 8. PROBATION

8.1 A newly hired or rehired employee is subject to a six ~~(6)~~-month probationary period. The probationary period for new employees may be extended with notification to the Union, to a maximum of six (6) additional months. The Employer may discipline or discharge any newly hired or rehired employee at any time during the probationary period with or without cause, and such discipline or discharge shall not be subject to appeal.

8.2 Voluntary promotions and demotions are subject to a six ~~(6)~~-month probationary period. The probationary period for a promotion/demotion may be extended, with notification to the Union, for a maximum of six (6) additional months. In the event an employee does not successfully complete a promotion/demotion probationary period, the employee will be assigned to the employee's original position (if vacant) or to another vacant position for which ~~he/she is~~ **they are** qualified in the same class as, and at the same salary level as, the employee's original position. If the original position is not available, and no other vacant position is available meeting the applicable criteria within this Article, the employee will be placed on a reinstatement list for their original position or classification for twenty-four (24) months. Nothing in this section shall restrict the rights of the employee under **Article 23** within this Agreement.

8.3 An employee who is transferred into a job within the same classification, or who takes a lateral transfer to a different classification within the same pay grade, may be required to serve a six ~~(6)~~-month probationary period if the job is significantly different than their previous job. In the event an employee does not successfully complete a transfer probation period, the employee will be assigned to the employee's original position (if vacant) or to another vacant position for which ~~he/she is~~ **they are** qualified in the same class, and at the same salary level as the employee's original position. If the original position is not available and no other vacant position is available, meeting the applicable criteria in this Article, the employee will be placed on a reinstatement list for their original position or classification for twenty-four (24) months. Nothing in this section shall restrict the rights of the Employer under Article **23** within this Agreement.

ARTICLE 9. SENIORITY

9.1 City Seniority

9.1.1 City seniority is based upon the most recent date of hire with the City of Vancouver. City seniority shall be used for PTO accrual, PTO scheduling, and as a means to determine the most senior employee in cases where other seniority is equal.

9.1.12 No employee will acquire seniority rights for purposes of layoff until completion of **his/her/their** probationary period, at which time **his/her/their** seniority shall be retroactive to **his/her/their** date of hire.

9.1.23 Should the seniority of any two or more employees be equal, the respective seniority rights of such employees shall be determined by date of application, and if that is the same, the affected employees shall draw lots.

~~25.7~~ 9.2 Bargaining Unit Seniority-

9.2.1 Bargaining Unit Seniority shall be defined as the employee's most recent date of hire into their respective bargaining unit except for a Civil Service employee and will be used for determining layoff, recall and bumping order.

9.2.2 The seniority date for a Civil Service employee shall be determined by the length of time the employee has been certified in a Civil Service position within their respective bargaining unit.

9.2.3 Should the seniority of any two or more employees be equal, the respective seniority rights of such employees shall be determined by date of application, and if that is the same, the affected employees shall draw lots. Employee seniority shall not be reduced because of unpaid leave protected under state and federal regulations.

~~9.2~~ Classification Seniority

~~Classification seniority shall be based on the length of service in a specific job or classification. An employee accumulates and retains classification seniority in each of the classifications in which the employee has served (within the bargaining unit). Classification seniority earned by the employee is preserved for all positions previously held or worked. It shall be used to determine bumping rights in the event of layoff. Should the seniority of any two or more employees be equal, the respective seniority rights of such employees shall be determined by City seniority~~

9.3 Workgroup Seniority

9.3.1 Workgroup seniority shall be based on the ~~total~~ number of days that an employee has worked in a workgroup covered by the collective bargaining agreement.

9.3.2 Workgroup seniority shall be used to determine preference for shift and/or work schedules, overtime, ~~and~~ callback ~~and layoff~~.

9.3.3 Should the seniority of any two or more employees be equal, the respective seniority rights of such employees shall be determined by ~~classification bargaining unit~~ seniority as defined in Section 9.2 within this Article.

9.4 Seniority Calculation for Part Time Staff

9.4.1 ~~Employees working in positions budgeted at less than 1.0 FTE shall have their seniority prorated based upon their budgeted FTE percentage. An example of this would be: an employee working in a half time position (20 hours/week) for 10 years shall receive seniority credit for 5 years of service.~~

9.5 Seniority Calculation for Promotions or Transfers into a New Workgroup

9.5.1 Workgroup seniority shall be calculated retroactive to the first date of promotion or transfer into the new workgroup after the successful completion of any probationary period if required under Article 8.3 within this Agreement.

ARTICLE 10. POSTING OF JOBS

10.1 It is the desire and intent of the Employer to fill job vacancies from qualified applicants within the City before hiring new employees, provided the employees who apply ~~have~~ meet the required qualifications for the particular job.

10.2 Vacant positions will be filled from employment lists established by Human Resources. ~~e~~Except, when an alternate procedure is allowed by City ordinance in the case of entry level positions and flexibly staffed positions.

10.3 ———A flexibly staffed position is one which may be filled at the entry (I) level by an employee who may be promoted to the full working (II) level on the basis of successful performance at the entry level.

10.4 Placement on an employee list will be on the basis of an examination of the candidates' qualifications. Employees shall be allowed paid time off from their work schedule to participate in interviews for in-house positions. When candidates are to be examined for placement on an employment list, the City will post a notice of the examination and accept applications for a minimum of five (5) working days. The five (5) working days will overlap two consecutive weeks. The notice of examination will be posted at least two (2) days of each consecutive week. For example, a notice posted on Wednesday will close on Tuesday of the following week.

10.4.1 The employment list will be effective for six (6) months. Such notices shall be posted at various City work sites. Employees may decline consideration for appointment to a vacant position and remain on the employment list in the same rank or position.

10.35 Vacant positions may be posted on a simultaneous or internal/external basis, based on the following guidelines:

10.35.1 All applications will be collected directly by the Human Resources Department. The Employer shall view internal applications prior to viewing external applications.

10.35.2 When the City receives three (3) or more internal applicants (per opening) who meet the qualifications and staffing needs based on the job announcement, the recruitment shall be restricted to internal candidates. In instances where there is more than one opening, there must be one additional internal candidate for each position (e.g., if two (2) positions there would need to be four (4) internal

applicants; three (3) positions would equal five (5) internal applicants, etc.) to be restricted to internal candidates.

10.35.3 If the Employer determines that there are less than three (3) internal applicants per opening, at any point in the process, who meet the qualifications and staffing needs as stated on the job announcement, the Employer may consider both internal and external applicants in its selection process.

10.35.4 If the selection decision is between an internal candidate and an external candidate and the qualifications, knowledge, skills, abilities, and availability of the candidates are equal as determined by the selection process, preference shall be granted to the internal candidate. If the selection decision is between internal candidates and the qualifications, knowledge, skills, abilities, and past performance (the employee has no current written discipline (in the past six (6) months) and a satisfactory current evaluation (in the past twelve (12) months) are equal as determined by the selection process, City seniority shall prevail.

ARTICLE 11. WORK WEEK, HOURS OF WORK

11.1 Work Week. The work week is defined as the period between 12:0100 a.m., Sunday through ~~12:00~~11:59p.m. ~~midnight~~ the following Saturday, unless otherwise determined for specific employees.

11.2 Work Schedule. The normal assigned work ~~week-schedule~~ shall be five (5) consecutive ~~work~~days of eight (8) consecutive hours, excluding lunch periods, followed by two (2) days of rest, not to exceed forty (40) hours of work in the work week. It is understood that the five (5) consecutive days does not imply a Monday through Friday schedule.

a. The Employer may utilize alternative work schedules including a 4/10 or a 9/80, details of which must be approved by the employee's supervisor.

~~a-b.~~ With a 9/80 schedule, the one eight (8) hour work day must be split equally between the two (2) weeks of the pay period.

~~b-c.~~ The ten (10) consecutive hours of work in the 4/10 schedule and the nine (9) or eight (8) consecutive hours of work in the 9/80 schedule exclude lunch periods.

d. Other work schedules may be determined by mutual agreement of the Union and the Employer.

11.3 Work Day. Each employee's workday begins at the start of their shift and continues for twenty-four (24) hours or until the beginning of their next shift. For payroll purposes, all hours worked on a workday will be paid based on the start of the shift.

11.34 Work Shift. An employee's shift is defined as scheduled working hours within a workday.

11.4.1 Short term, temporary shift reassignments may be made when the Employer determines that an emergency exists. Under those circumstances, the Employer shall give the employee a minimum of four (4) hours' notice prior to the start of the new shift. If such notice is less than four (4) hours, the Employer shall pay the employee according to callback pay provisions of 12.4 of this Agreement.

Emergency. An emergency is defined as a natural event or unexpected circumstance, of a limited duration, which necessitates the Employer to change schedules on short notice to address essential operational or service needs on an immediate basis.

11.34.2 For the purposes of administering shift differential, shifts are defined as follows:

Day Shift: (second shift): 6:00 a.m. to 5:00 p.m.
Swing Shift (third shift): 3:00 p.m. to 12:00 a.m.
Graveyard Shift (first shift): 10:00 p.m. to 6:00 a.m.

Not all day, swing, or graveyard shifts will be within the specific shift start and end times noted above; however, if more than 50% of a shift is scheduled in either the swing or graveyard shift, it will be eligible for shift differential. Shift differential rates are detailed in Article 12.6 within this Agreement.

11.34.3 Regular assignments to openings on shifts and/or work schedules will be made based on ~~w~~Workgroup ~~s~~Seniority when the employee meets the qualifications of the new shift and/or work schedule and the Employer's work needs. A regular assignment is one with no end date or one which is expected to last over thirty (30) days. If the most senior employees decline then the least senior qualified employee shall be assigned.

11.45 Rest Periods. Each employee shall be given a twenty-minute (20) paid rest period in the first half of the working shift and a twenty-minute (20) paid rest period in the second half of the working shift, and an unpaid lunch period during the shift. Such periods begin when the employee leaves the work site and ends upon his return to the work site.

ARTICLE 12. RATES OF PAY

12.1 Wages. Effective January 1, 2021: All bargaining unit employees shall receive a two percent (2%) increase to their current wage rate and which shall be set forth in Appendix "A" to this Agreement.

The 2021 wage increase shall be paid retroactive to January 1, 2021.

~~New salary schedules will be implemented for all classifications.~~

~~1. Employees will move to the step in the pay range that provides for the least increase from their 12-31-14 rate.~~

~~2. Employees hired prior to 12-31-14 will also receive their 2015 step increase, if available, on January 1, 2015.~~

~~a. These employees next eligibility for a step increase, if available, will be January 1, 2016.~~

~~3. Employees hired after 12-31-14 will retain their eligibility for a next step one year from date of hire.~~

~~Upon ratification of the 2018-2020 contract, employees who were active OPEIU members and eligible to vote on the ratification of the 2018-2020 OPEIU collective bargaining agreement will receive a one-time payment of \$600.00 (gross), prorated based on FTE status (e.g. a .75 FTE will receive \$450.00). Effective January 1, 2018: Salary schedules for covered classifications will be adjusted by 2.0%~~

Effective January 1, 2019:

~~Salary schedules for covered classifications will be adjusted by 2.0% Effective January 1, 2020:~~

Salary schedules for covered classifications will be adjusted by 2 two percent (2%). Salary adjustments shall be calculated from step 1 of range 1.

~~In maintaining the Classification and Compensation Plan adopted by the City Council in 1991 and used as a basis heretofore for pay range adjustments for the bargaining unit, benchmark positions were surveyed in 1997 and pay ranges were adjusted accordingly in 1997 and 1998. An additional benchmark survey conducted in 1998, with the results of said study implemented in 1999 and 2000. The results of the benchmark survey conducted in 2000 were implemented in 2001 and 2002. A benchmark study was conducted in 2004 with results of the wage based study reflected in appendix A for~~

~~212.1.1 Payroll Periods~~

The pay periods and pay dates will be as follows:

Pay Period	Pay Date
------------	----------

1 st through 15 th	25 th
16 th through end of month	10 th

Employees will be paid a monthly salary which shall be split equally between the two (2) pay periods. Timesheets submitted in error will be corrected on the following pay check.

12.2 Salary Step Plan. Newly Hired or Rehired Employees will move through the defined salary steps on an annual basis based on the date of hire or rehire.

12.2.1 Newly Hired or Rehired Employees. Employees will move through the defined salary steps on annual basis based on the adjusted salary review date. For example, if an employee is hired between the first (1st) and the fifteenth (15th) of the month, the pay adjustment would be on the first (1st) day of the current month. If an employee is hired between the sixteenth (16th) and the end of the month, the adjustment would be on the first (1st) day of the following month.

12.2.2 Promoted Employees. At the time of promotion, employees will move to the first step in the range of the new class which results in an increase of at least 5%. Upon successful completion of a promotional probationary period, the employee's salary shall be increased to the next step of the new range on the adjusted salary review date and annually thereafter up to the top of the range. In no event shall a promoted employee's salary be less than the starting pay of the salary range for the new class, nor in excess of the highest step of the regular salary range for the new class.

12.2.3 Demoted Employees. Employees who voluntarily demote (defined as voluntarily applying for and accepting a position in a lower pay range) will be placed in the appropriate pay range for the new classification that results in the least amount of pay reduction, but not above the top of the new range. If an employee is not at the top step, their next step date will be one-year from the demotion date.

For example, an employee is currently at step 5 and is eligible for step 6 on November 1st, but they voluntarily demote to a new position on August 1st. Their next step date will be reset to one year later, August 1st, and each August 1st, thereafter until reaching the top step.

12.2.4 Laterally Transferred Employees. Employees who voluntarily take a lateral transfer (defined as voluntarily applying for and accepting a position in the same pay range) will remain at their same step. In an employee is not at the top step, they will retain their next step date.

For example, an employee is currently at step 3 and is eligible for step 4 on November 1st, but they laterally transfer to a new position on August 1st. They will continue to be eligible for their next step increase on November 1st, and each November 1st, thereafter until reaching the top step.

12.2.5 The hourly rate of the employee will be his/her/their monthly base rate multiplied by twelve (12) months and divided by 2,080 hours. This rate multiplied by eight (8) hours (or ten (10) hours, if applicable) will be the daily base rate; multiplied by forty (40) hours will be the weekly base rate; and multiplied by 173.3 hours will be the monthly base rate. For purposes of overtime calculations only, the employee's hourly base rate shall be calculated using all compensation required by FLSA.

12.3 Callback Pay

Employees who have completed their regular shift and are on the way home, or are at home, and who are required to work other than a continuation of their shift shall be paid at double their base rate of pay for hours worked. Any callback pay shall be for a minimum of two (2) hours, during which time the Employer may provide and require work of the employee called back. Callback commences when an employee receives a call requiring him/her/them to return to work, provided the employee leaves his/her/their location to respond within twenty (20) minutes of receiving the call.

Once callback has commenced, if a second call is received while the employee is responding to the initial call, or within the two hours of the first call, the second call is a continuation of the first callback. It is not a separate callback instance. If, however, a subsequent call is received after the first two-hour callback, the employee is eligible for an additional minimum of two (2) hours of pay, during which time the Employer may provide and require work of the employee called back.

If an employee works more than two hours to resolve a call, callback ends when the employee reaches his/her/their car to return home. If the job is completed in less than two hours, the employee should record the actual time but will be paid the two (2) hour minimum.

12.4 Overtime and Callback Time

All scheduled overtime and/or callback time shall be offered based on a workgroup seniority, starting with the most senior qualified person. ~~At the Operations Center, w~~When the workgroup seniority list is exhausted, the ~~Operations Center~~ Master Seniority list will then be used starting with the most senior qualified person. The most senior employees have the option as to placement on the call out list. Scheduled overtime may also be filled using employees from outside the Department as needed to meet staffing demands. Seniority for purposes of the workgroup overtime assignments is workgroup seniority and for all other situations is City seniority.

The requirement to offer overtime and/or callback time based on seniority does not apply to project specific overtime and/or callback where specific employee(s) are assigned to the project or work and their familiarity with the project is in the best interest of the public for providing efficient and effective service. In these instances overtime and/or callback time will be first offered to the employee(s) assigned to the project.

Unanticipated and unscheduled overtime which extends beyond the end of a shift for the crew working on a specific project will be offered first to the appropriate and qualified Union member(s) at the site working on the project at the end of the shift.

In workgroups that have an employee receiving standby pay per Article 12.4.2 in this Agreement, the initial call will go to the employee carrying the pager who will be responsible for the call. Callback pay shall be paid in accordance with Article 12.4 within this Article and overtime shall be paid in accordance with Article 12.5 within this Article.

Temporary or seasonal workers (as defined in Article 28 within this Agreement) will not be allowed to work scheduled overtime until regular full or part-time employees within that work unit have had the opportunity to work the overtime. The Employer will make a good faith effort to notify regular employees of overtime opportunities before such work is offered to temporary workers. This will not preclude temporary or seasonal workers from working overtime which extends beyond the end of their shift or emergency situations.

12.4.1 Telephone Calls at Home After Hours

Employees who are required by the Employer to answer work-related questions by telephone when they are not at work shall be paid for time actually spent on the telephone at the rate of one-and-one-half ~~(4.5)~~(1 ½) their normal base rate calculated to the nearest quarter hour, with a quarter ~~(1/4)~~-hour minimum.

12.4.2 Stand-by Pay

If the Employer requires an employee to carry a pager or cell phone in order to respond to off duty call-outs the employee carrying the pager or cell phone while off duty shall be compensated at a flat rate of one hundred and fifty (\$150.00) dollars per week or twenty-one dollars and forty-three cents (\$21.43) per day.

The employee on standby must be fit for duty and able to reach the assigned duty station in forty (40) minutes. This does not apply to the Operations' Technical Rescue Team which is covered by an existing Memorandum of Understanding.

12.5 Overtime Compensation

The Employer will attempt to meet its overtime requirements on a voluntary basis among the employees and in the event there are insufficient volunteers to meet the requirements, the Employer may require the necessary employees to work.

12.5.1 Overtime compensation will start any time an employee is required to work beyond the end of his/her/their shift (typically eight (8) hours or ten (10) hours per shift) and will be compensated to the nearest quarter hour, at one and one-half ~~(4.5)~~(1 ½) times the regular rate of pay for the first eight (8) hours of overtime and thereafter at double time. Employees shall have the option to flex their

schedules within the defined work week, without incurring overtime, as long as it is mutually agreed upon in advance.

12.5.2 Any employee required to work on his/her/their first day of rest, or his/her/their first and second day of rest in the case of employees who have three (3) consecutive days of rest, shall be compensated at one and one-half ~~(1.5)~~(1 ½) their regular rate of pay.

12.5.3 Any employee required to work on his/her/their second day of rest, or his/her/their third day of rest in the case of employees who have three (3) consecutive days of rest, shall be compensated at two (2) times ~~(2)~~ the regular rate of pay, unless the employee voluntarily chose this day of work, in which case the employee shall be compensated as outlined in 12.5.2 within this Article.

12.5.4 All overtime compensation shall be paid in compliance with the requirement of the Federal FLSA and applicable Washington State laws.

12.5.5 Employees may accrue compensatory time off in lieu of overtime compensation. The decision to grant compensatory time as an alternative to paid overtime shall be at the Employer's discretion. Compensatory time off shall be accumulated at the same rate as overtime compensation would have otherwise been paid (i.e., time and one-half ~~(1.5)~~(1 ½) generally, except for work in the employees' second day of rest, or third day of rest for employees with three (3) consecutive days of rest.) The maximum accrual shall be the same as non-union employees but shall not drop below eighty (80) hours. Employees will be allowed to use accrued compensatory time off by mutual agreement with their supervisor and subject to any restrictions for use established under the Fair Labor Standards Act (FLSA).

12.6 Shift Differential Pay

Any employee whose regularly scheduled shift is the third shift (swing shift) as defined in Article 11.34.2 within this Agreement shall be paid a shift differential of one dollar and seventy-five cents (\$1.75) per hour for hours worked; any employee whose regularly scheduled shift is the first shift (graveyard) as defined in Article 11.34.2 within this Agreement shall be paid a shift differential of two dollars (\$2.00) per hour for hours worked. Requested assignments made to accommodate an employee's personal situation do not qualify for shift differential.

12.7 Working Out-of-Classification

12.7.1 An employee who is temporarily assigned by management, in writing, to perform the principle (of full range) of the duties and responsibilities of a higher level position, without significant supervision, shall be paid either at a rate five percent (5%) above his/her/their current rate of pay (not to exceed the top of the range of the out-of-class assignment), or at the entry rate of the higher job class, whichever is greater.

12.7.1.1 An employee must be assigned for a period of (3) three or more consecutive work days to receive out-of-class pay. The out-of-class pay shall be paid beginning with the first hour. The same employee shall not be assigned to the higher level duties for more than six (6) consecutive months unless specifically approved by the City Manager for extenuating circumstances. The Union will be given notice when management anticipates that an employee will be performing the principle duties of a higher classification for more than thirty (30) days.

12.7.2 The out of class rate of pay shall apply for that time actually worked in the higher class. Periods of paid leave during the out-of-class assignment shall be compensated at the employee's normal rate of pay. Following a paid leave, the out-of-class pay shall resume on the first day returned, provided that the leave is for not more than fifteen (15) consecutive working days and the employee returns to the out-of-class assignment on the first day returned.

12.7.3 A position may be career developed, up to a maximum of one (1) year.

12.8 Market Study

During the life of this agreement, should the City perform a market study on wages, if any classification falls above or below ninety percent (90%) of the market rate, the parties agree to meet and confer on those classification(s).

ARTICLE 13. LEAVE BENEFITS

13.1 Paid Time Off (PTO). ~~13.1.1~~ Employees shall accrue paid time off (PTO) in accordance with the schedule in Appendix B to this Agreement, to be used for vacation, illness or personal business.

13.1.1 Part-time employees assigned to a 0.50 – 0.99 FTE position will accrue PTO hours on a pro-rated basis to a pro-rated maximum.

Bereavement leave and military leave are separate categories as specified in 13.3 and 13.4 of this ~~a~~Article.

13.1.2 Employees may begin using accrued PTO hours as soon as the hours are earned in said bank. PTO hours accrued in a pay period cannot be used in the same pay period in which time is earned, i.e. PTO hours accrued in the 1st through the 15th pay period cannot be used until the 16th through the end of the month pay period and so forth.

An employee shall be paid for all earned and accrued PTO hours, as outlined in Appendix B to this Agreement, at the employee's current rate of pay when he/she they terminated employment. All leave time may be used in a minimum of thirty (30)-minute segments.

13.1.3 All requests for PTO must be requested in advance and approved by the sSupervisor.

PTO scheduling within the department, division or workgroup shall be based on City seniority. PTO scheduling may occur based on established guidelines within individual departments, divisions, or workgroups. These guidelines must be agreed to by the majority of the affected workgroup and approved by management.

If there are no existing PTO guidelines for a division, department or workgroup or the said group(s) do not agree to the established guidelines as outlined above, then this alternative must be used:

- a. Allow for one or more rounds of PTO scheduling within a workgroup, which will be scheduled based on City seniority.
- b. PTO shall be limited up to ten (10) working days, of which at least five (5) working days shall be contiguous for the first selection round.
- c. After the round(s) of scheduling, additional PTO requests shall be submitted with at least five (5) working days advance notice, when possible. Those requests will be considered on a first come, first served basis. Once an employee's PTO has been scheduled and approved, more senior employees may not bump the PTO of less senior employees.

13.2 Paid Leave while on State and Federal Protected Leave

If an employee is on authorized leave which qualifies as protected under applicable State and Federal leave laws, the employee shall use existing grandfathered sick leave, compensatory time, and/or PTO with the choice of which category to draw on first at the employee's option.

13.3 Bereavement Leave. A maximum of forty (40) hours (pro-rated based on FTE) of bereavement leave shall be allowed when there is a death in an employee's immediate family.

13.3.1 Immediate family is defined as spouse, domestic partner, child, mother, father, brother, sister or step family, aunt, uncle, niece or nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparents and grandchildren, and grandparents and grandchildren of the spouse or members of the employee's household. It is understood that the policy extends to similar members of a domestic partner's family as detailed above, so long as the

employee has an active “Declaration of Domestic Partnership” on file in Human Resources prior to the death.

Bereavement leave in excess of the durations identified above may be charged to an employee’s PTO account, if applicable under FMLA or as required by law, with the approval of the ~~s~~Supervisor.

The City reserves the right to require documentation of the death and/or any other time taken related to a death.

If any employee is on an approved leave of absence at the time of a death, they will be eligible for bereavement benefits if they are receiving at least ~~fifty~~ (50%) ~~percent~~ of their normal semi-monthly compensation from the City. Otherwise, the employee is not eligible for bereavement leave benefits.

Any observed holiday occurring during the bereavement leave shall be paid as a holiday.

13.4 Military Leave. The Employer abides by the provisions of the laws of the State of Washington and the Federal USERRA laws which stipulates that employees who are members of the National Guard or Federal Reserve Military Units are entitled to be absent from their duties for a period of up to twenty-one (21) days with pay during each military calendar year (October 1 through September 30) while engaged in the performance of ordered military duty and while going to or from such duty.

13.5 Family Leave – FMLA ~~–~~ Under the terms of the Family and Medical Leave Act of 1993 (FMLA) and the state law, upon the completion of one (1) year of employment, any employee who has worked at least one-thousand two-hundred fifty (1,250) hours during the prior twelve (12) calendar months shall be entitled to up to twelve (12) weeks of leave in accordance with FMLA and based on a rolling twelve (12) month period for specified family and medical reasons as required by the FMLA ~~and the Washington Family Care Act.~~

13.6 Pregnancy/Childbirth Disability Leave. When required by Washington State law, the Employer will grant a leave of absence for the period of temporary disability because of pregnancy or childbirth.

ARTICLE 14. HOLIDAYS

14.1 The following days are recognized as legal paid holidays for which time off is to be granted:

New Year’s Day	January 1
Martin Luther King’s Birthday	Third Monday in January
President’s Day	Third Monday in February

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Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Fourth Friday in November
Christmas Day	December 25

14.2 Any of the above holidays which fall on a calendar Saturday shall be celebrated on the previous Friday; any of the above holidays which fall on a calendar Sunday shall be celebrated on the following Monday. For those employees scheduled in a 24/7 unit, the holidays will be recognized on the actual legal holiday.

14.3 Any employee who works on a recognized holiday (whether it be their normally scheduled day, or because they are asked or required to work that day) will receive 8 hours of holiday pay (pro-rated for part-time) or by mutual agreement between the supervisor and employee, be allowed to bank those eight (8) hours of holiday pay provided the use will not create overtime, and will receive time and one-half (1 ½) for all hours worked on the recognized holiday.

14.4 Any employee who is on medically authorized leave when a holiday occurs will receive eight (8) hours of holiday pay (pro-rated for part time) and will not have his/her/their PTO leave accrual charged.

14.5 Any employee who does not work on a recognized holiday (whether it is a normal day off or because their work location is closed) will receive 8 hours of holiday pay (pro-rated for part-time)

14.6 Any employee for whom a holiday falls on their normal day off shall be granted eight (8) hours into a holiday bank and may schedule the time off in the future on a day mutually agreed upon by the supervisor and the employee.

~~14.6~~ All accrued holiday bank time as of the end of the year shall be automatically paid out to the employee on the employee's January 10th paycheck.

ARTICLE 15. EMPLOYEE INSURANCE

15.1 Employees covered by this Agreement will be provided insurance benefits as follows:

15.2 Life Insurance. Each employee shall receive a life insurance policy in an amount equal to 100% of the employee's annual salary, rounded to the next higher multiple of \$1,000. In addition, employees shall have the option of choosing dependent and/or additional life insurance on a payroll deduction basis.

15.3 Long Term Disability. Regular full-time and half-time bargaining unit employees will be covered by a City-paid group long-term disability insurance policy.

15.4 Health Insurance. During the term of this agreement, ~~the~~ Western States Health & Welfare Medical Trust Plan Fund of OPEIU will provide medical, dental and vision benefits to employees and their dependents. All health insurance decisions, including, but not limited to, the level of coverage, who qualifies for coverage, and the amount to be paid by employee's, their spouses, qualified domestic partners, and dependents, will be made by the Trustees of the Trust. It is agreed that the City is not taking any claims risk, and the sole responsibility of the City is to pay the agreed-upon Trust contributions. All decisions related to the medical, vision and dental benefits for Trust participants and their beneficiaries will be made by the Trustees of the Trust. The parties recognize the Trust will incur administrative expenses, related to providing such coverage and the Trust Agreement allows the Trust assets to be used for such purposes. The Trust will contract with a licensed third party administrator ("TPA"), as may be needed to administer the Trust.

15.4.1 Trust Health Insurance Eligibility

15.4.1.1 Eligible employee's coverage under the Trust will begin on the first day of the month following their date of hire into a position covered by OPEIU Local 11.

15.4.1.2 Employees who have other group health coverage may 'opt-out' of the Trust's coverage and be eligible for a taxable cash payment directly from the City. The Trust/TPA will be responsible for administration and will notify the City within fourteen (14) days of an employee's written opt-out. The 'opt-out' payment will be \$230 per month and will be pro-rated for part-time employees based on their FTE. Any part-time employee as of 12-31-2016 will be grandfathered at the full-time employee rate. This grandfathering will end at such a time as the part-time employee moves into any other City position.

15.4.2 Trust Contributions.

15.4.2.1 Contributions are to be made to the Trust by the 10th day of the month for each bargaining unit employee who is enrolled for coverage as of the first of that month.

All payments shall be used for the provision of health care benefits and other benefits that are permitted under the rules and regulations of the Internal Revenue Service adopted pursuant to Code Section 501 (c)(9).

15.4.2.2 Beginning January 1, 2018-2021 and for the term of the contract, the City contribution for each covered employee per month will be \$1,325.00. No later than November 1 of each year based on OPEIU current medical census data, the City will calculate on the basis of the exact same amount the City would pay for health care coverage for unit employees, their spouses, qualified domestic partners, and dependents (excluding amounts paid by employees) a composite rate for OPEIU members. If the calculated composite rate exceeds the Trust

contribution of \$1,325, the City will make an adjustment to its contribution to the Trust equal to the City's calculated composite rate, not to exceed an annual increase of more than 5 percent.

The City's contribution will remain at the calculated 2020~~1~~ rate, with no annual adjustment applied, in the event a successor agreement is not reached prior to January 1, 202~~1~~². The City will continue to contribute the calculated 2020~~1~~ rate, with no annual adjustment applied until a successor agreement is reached.

If the Employer contribution is less than the Trust's premium, it shall be the obligation of the employees covered by this Agreement to contribute the difference.

15.5 All employee premiums will be paid using pre-tax dollars under the City's flexible benefits plan unless an employee elects to waive payment through the flexible benefits plan.

15.6 Employees will have the option of participating in Flexible Spending Accounts (FSAs) for reimbursable medical costs and/or for dependent care costs.

15.7 The medical, dental and vision insurance premiums as detailed in [Section 15.4 within this Article](#) for regular part time employees shall be paid by the Employer at a pro-rated amount based on the employee's budgeted FTE (full-time equivalent). Any part-time employee as of 12-31-2016 will be grandfathered at the full-time employee rate (including increases and/or decreases in future years). This grandfathering will end at such time as the part-time employee moves into any other City position. If any part-time employee is opting out of insurance as of 12-31-2016 and wishes to opt back into the insurance at a later date, they will not be grandfathered and will pay the then current full pro-rated amount based on their FTE.

15.8 Legal. In the event the Trust has insufficient assets to perform its obligations, under this Agreement, the Union will defend, indemnify and hold harmless the City from any and all liability that relates in any way to the operation of the Trust.

The Union will provide the City with sufficient information to meet its bargaining obligation consistent with RCW 41.56, concerning the ongoing operation of the Trust.

~~15.9 OPEIU Benefits Committee~~

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~~Beginning no later than April 1, 2018, OPEIU shall convene a Benefits Committee to review its healthcare options and make a determination of whether to remain with the Western State Trust or return to the City's healthcare plan. The Committee shall be comprised of no more than five (5) OPEIU members who the City will pay for and be allowed to meet no more than two (2) hours per month until a decision is reached or July 31, 2018, whichever is sooner. The Benefits Committee may meet on City premises during normal work day hours, provided that the City will not incur overtime should the Benefits Committee be scheduled outside the Committee members normal working hours.~~

~~15.10 Notification to City of Plan Selection and City Plan Terms~~

~~Should OPEIU decide to return to the City's plan during the current contract period, the City must receive notice in writing no later than June 1 for coverage in the following plan year beginning January 1. For example, if OPEIU wishes to return to the City's plan January 1, 2019, the City must receive notice in writing of its decision to do so by June 1, 2019. OPEIU shall provide updated census and claims data for at least two (2) but preferably four (4) years to facilitate the transition to the City's plan. Employees and their eligible dependents will have the option of selecting any combination of medical, dental and vision coverage offered by the City at that time at the then prevailing rates. Should OPEIU not notify the City of its intent to return to the City's plan in a timely manner, OPEIU will remain status quo with the Trust.~~

~~It is understood that the type and level of benefits available from the City's health plan carries may be changed from time to time by the carrier, and the City shall not have a duty or obligation to negotiate over such changes with the Union. Additionally, the City retains the right to change health plan providers as long as the new plan provides a comparable level of benefits as negotiated in the contract.~~

ARTICLE 16. MEDICAL EXAMINATION

The parties recognize that employees have a responsibility to report for work fit for duty.

16.1 To ensure physical and mental fitness, the employee may be required to provide to the Employer a fully completed certification from a medical and/or psychological provider on a City provided form of the employee's fitness to perform the specific duties of his/her/their job or light duty alternative before returning to work.

16.2 The Employer also has the right to send employees for medical and/or psychological examinations at the City's expense for additional certification of fitness for duty whenever the Employer reasonably believes that the employee is not fit for duty or may be a danger to ~~him/herself~~himself or others.

16.3 The City shall comply with all applicable confidentiality laws associated with any employee medical information.

ARTICLE 17. RETIREMENT PLAN

17.1 All eligible employees and the Employer shall participate in the Washington Public Employees Retirement System (PERS) to the extent provided for by Washington State law.

17.2 Employees shall have the option of investing in the ~~State of Washington Department of Retirement Systems~~City's Deferred Compensation Plan.

ARTICLE 18 TRAINING PROGRAM

18.1 Training shall be scheduled by the Employer. Time spent in training shall be paid in compliance with the requirements of the Federal FLSA and applicable Washington State law.

If the employee receives notification of essential certification requirements from the certifying agency, the employee has a responsibility to inform the Employer in a timely manner. City required safety and health trainings are not covered by this employee notification requirement.

18.2 Every effort will be made to schedule required training during on-duty time. Personnel may be scheduled and required to attend training outside of their normal shift.

18.3 Employees who desire tuition aid for specialized individual training or academic training may submit their request in accordance with City of Vancouver Policies and Procedures.

18.4 Any employee required to possess a certification for ~~his/her~~their position shall obtain such certification within the timeline established by the job announcement and/or offer letter, and shall maintain such certification during ~~his/her~~their tenure in such position. Failure to either obtain or maintain required certification(s) may be grounds for actions pursuant to Article 23, Employee Discipline and Termination, of this contract if the Employer has fulfilled its responsibility in accordance with subsections 18.1 and 18.2.

ARTICLE 19. CLOTHING AND SAFETY EQUIPMENT

19.1 The Employer shall purchase and replace such clothing, uniforms, and other equipment as designated by the department head, and shall make all necessary replacements as the need arises. All uniforms or equipment being replaced shall be returned to the Employer at the time of replacement.

19.2 Employees agree to maintain all clothing and equipment in good condition and not subject it to abuse beyond the regular call of duty.

ARTICLE 20. DRIVER'S LICENSES

20.1 For those employees who must drive vehicles to carry out their job as determined by the Employer, if any employee has ~~his/her~~their driver's license revoked or suspended for one-hundred twenty (120) days or less, then the Employer will make a reasonable effort to reassign the employee to jobs not requiring driving. If such reassignment is not practical, the employee shall be suspended without pay. The employee may elect to take other appropriate available leave (accrued PTO or compensatory time) in lieu of suspension without pay. If the employee's driver's license is revoked or suspended for more than one-hundred twenty (120) days, then the Employer shall make a reasonable effort to reassign the employee. If such reassignment is not practical, the employee shall be immediately discharged.

20.1.1 If an employee has been discharged from employment with the City for the loss of ~~his/her~~their required driver's license and is actively appealing the basis for the loss through the justice system, the City will consider the employee eligible for appointment to the next available position for which ~~he/she is~~they are qualified if ~~their his/her~~ appeal is successful and ~~his/her~~their required driver's license is reinstated within one year from the date of loss. An employee receiving an appointment to a position will return with the seniority and accrual rates that ~~he/she~~ they had at the time ~~they were~~he/she was discharged. Only employees who fit this specific criterion will be given this consideration.

20.2 Notwithstanding the provision of ~~s~~Section 20.1 above, the Employer retains the right to pursue actions under Article 23 within this Agreement for inappropriate workplace behavior which results in an employee's driver's license being revoked or suspended.

~~20.32.1~~ If an employee in a job which requires a driver's license has ~~his/her~~their license revoked or suspended for medical reasons, the Employer will make a reasonable effort to reassign the employee to duties which do not require a driver's license and for which the employee is qualified. The Employer will not create work or a position to accommodate the employee. If the Employer is not able to find existing work to which the employee can be assigned, then the employee may be separated from employment in accordance with public laws, this contract and City policies.

ARTICLE 21. MILEAGE REIMBURSEMENT

21.1 Mileage Reimbursement. Some jobs may require the use of an individual employee's automobile. In the event this is required by the Employer, it will pay the employee a mileage reimbursement at the rate established by the Internal Revenue Service.

21.2 Parking Rates. City employees who work in the downtown area pay for parking in City-owned or -operated lots or on permitted street spaces. The rates below are applicable to those employees who currently work downtown or who will work downtown in the future.

21.2.1 City-Owned or -Operated Lot Rates and On-Street Parking. With respect to all parking options, city employees will be expected to pay the prevailing parking rates.

21.2.2 Payment of Parking Fees. City work locations in the downtown area require employees to pay for parking should they want to park in a City owned or operated lot or in a permitted on-street parking space. Employees not currently paying parking fees because of their work location or commuting choice are subject to paying fees if their work location or commuting choice changes to one where parking fees are in effect. Conversely, employees who currently work in the downtown area and pay for parking will not be subject to that requirement should they relocate to an area where parking fees are not charged.

21.3 Commute Trip Reduction. The City participates in a Commute Trip Reduction (CTR) program and encourages employees to use alternate modes of transportation to get to and from work. For employees who use alternate modes of transportation for their work commute at least sixty percent (60%) of their scheduled work time (based on mandatory monthly self-reporting), the City will provide:

- a. a taxable cash incentive twenty five dollars (\$25) per month for bicycling, walking, or carpooling to work; or
- b. one hundred percent (100%) of the cost of a bus pass; or
- c. the option of a vanpool and will pay a variable amount (amount depends on the numbers of participants) to participating employees.

21.3.1 Incentives are currently available to all participating employees, regardless of their current work location.

21.3.2 Because the CTR program is funded at a specific level, should the demand for incentives exceed the annual budget availability, the City may have to reconfigure incentive amounts and participation parameters. Should that situation arise, the City will meet with the Union to discuss proposed changes.

ARTICLE 22. GRIEVANCE PROCEDURE

22.1 Definition. For purposes of this Agreement, the term “grievance” means any dispute between the Employer and the Union or an employee concerning the application or interpretation of the terms of this Agreement. If the grievance involves a disciplinary matter, either the employee or the immediate supervisor may waive Step 1 of the grievance procedure under Section 22.2 within this Article.

22.2 Procedure. Notwithstanding the grievance procedure listed below, the Employer and Union agree that it is in their mutual best interest to resolve disputes as early and informally as possible. Employees are encouraged but not required to first meet with their immediate supervisor. Every effort shall be made by both parties to reach an agreeable resolution promptly at each step of the grievance procedure.

Should there be a grievance, it shall be processed in accordance with the following steps:

Step 1. A grievance shall first be presented in writing to the Supervisor in charge of the work being carried on by the aggrieved employee within ten (10) working days from the date the employee had knowledge or should have had knowledge of the alleged breach or violation of this Agreement.

The written grievance shall:

1. Set forth the section(s) of the Agreement allegedly violated and state the nature of the violation.
2. Indicate the date(s) of the incident(s) grieved.
3. Specify the remedy or solution to the grievance sought by the Union and/or employee(s).
4. Identify the grievant(s) and be signed by the grievant(s).

The employee and the ~~s~~Steward or ~~u~~Union ~~r~~Representative shall meet with the immediate supervisor within ~~ten (10) five (5)~~ working days of the supervisor's receipt of the grievance.

Within ~~ten (10) five (5)~~ working days after the date of the Step 1 meeting, the supervisor shall mail, email or hand deliver a copy of their decision to the aggrieved employee(s), the employee's manager and the Union ~~steward~~.

Step 2. Should the grievance remain unresolved, the Union shall, within ten (10) working days of the mailing, emailing or hand delivery of the Step 1 response, deliver an appeal of the Step 1 decision in writing to the immediate supervisor's manager.

The immediate supervisor's manager and supervisor shall convene a meeting with the aggrieved employee(s) and the Steward and/or Union Representative within ~~ten (10) five (5)~~ working days of the receipt of the Step 1 appeal. The immediate supervisor's manager shall make a decision on the matter within ~~ten (10) five (5)~~ working days of the Step 2 meeting. Copies of the written decision shall be mailed, emailed or hand delivered to the aggrieved employee(s), the Union and the Department Head.

Step 3. If the grievance remains unsolved after the decision has been rendered in Step 2, the Union shall, in writing, deliver an appeal of the Step 2 decision to the Department Head within ten (10) working days after mailing, emailing or hand delivery of the decision reached in Step 2.

The Department Head and manager shall convene a meeting of the aggrieved employee and the ~~Chief Steward~~ and/or ~~Union Representative~~ within ten (10) working days of receipt of the written grievance and shall render ~~his/her/their~~ decision within ~~ten (10) five (5)~~ working days of such meeting. Copies of the written decision shall be mailed, emailed or hand-delivered to the aggrieved employee, the ~~Chief Steward-Union~~ and the City Manager.

Step 4. If the grievance remains unresolved after the decision has been rendered in Step 3, the Union ~~Business-Representative~~ shall, in writing, deliver an appeal of the Step 3 decision to the City Manager or ~~his/her/their~~ designated representative, with a copy to the department head, within ten (10) working days after mailing, emailing or hand delivery of the decision reached in Step 3. The City Manager or ~~his/her/their~~ designee shall convene a meeting of the aggrieved, the Union ~~Business-Representative~~, the department head, and other directly involved individuals as determined by the parties to be appropriate, within ten (10) working days of receipt of the written grievance and shall render ~~his/her/their~~ decision within ~~ten (10) five (5)~~ working days of such meeting. Copies of the written decision shall be mailed, emailed or hand-delivered to the aggrieved employee(s), the Union and the department head.

22.2.1 The Union ~~Business-Representative~~ will attempt to explain to management why the grievance is still unresolved as it moves up the steps toward arbitration, but the explanation will not have merit as to the step advancement.

22.3 Arbitration. If the grievance remains unresolved after a decision is rendered in Step 4 above, it may be submitted by the Union ~~Business-Representative~~ to a mutually acceptable arbitrator as hereinafter provided. If the Union ~~Business-Representative~~ wishes to proceed to arbitration, such notice must be provided by the Union ~~Business-Representative~~ to the City Manager within fifteen (15) working days following the Union's receipt of the City Manager's decision as outlined in Step 4.

22.3.1 Unless otherwise agreed by the parties, challenges to the procedural arbitrability of a grievance will be resolved in a proceeding separate from and prior to arbitration on the merits of the grievance. Within fourteen (14) calendar days following the receipt of an arbitrator's decision ruling that a challenged grievance is subject to arbitration, the parties will begin the process described below to select an arbitrator to rule on the merits of the grievance.

22.3.2 Should the grievance be submitted to arbitration; the parties shall mutually select a disinterested third party to serve as arbitrator. In the event the Employer and the Union ~~Business-Representative~~ are unable to agree on an arbitrator, the arbitrator shall be selected by the process of alternately striking from a panel of ~~eleven (11)~~ seven (7) arbitrators from the Pacific Northwest region as furnished by the Federal Mediation and Conciliation Service (FMCS) or other mutually agreed to similar organization. The Union shall strike the first name. The request for an arbitrator shall state the general nature of the issue. The City and the Union will jointly share the fee for selection and services of an arbitrator. Each party shall pay the fees and expenses of their own attorneys, representatives and witnesses.

22.3.3 ~~The arbitrator shall render a decision as promptly as possible.~~ The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and/or the Union, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the specific terms of ~~the~~ this Agreement and shall not have jurisdiction to add to, detract from, or alter in any way, the provisions of this Agreement.

22.3.4 A decision within the jurisdiction of the arbitrator shall be final and binding upon all parties.

22.4 Group Grievances. A grievance that involves or affects a significant portion of the employees in the bargaining unit may be introduced by the Union in written form to the department head as set forth in Step 3 of the grievance procedure, and proceed as set forth from that point.

22.5 Time Restriction. If the grievance is not advanced in accordance with the time limits set forth within the procedure, the grievance shall be considered non-submitted or resolved on the basis of the Employer's last response. A grievance not responded to by the Employer within the prescribed time limits shall be granted, provided that the remedy sought conforms to the provisions of this Agreement and applicable laws. The parties may mutually agree in writing to extend the time limits for filing a grievance, advancing, or responding to a given step for a specified period of time. All references to days in this ~~a~~ Article shall mean "working days" as in a typical work week of Monday through Friday.

ARTICLE 23. EMPLOYEE DISCIPLINE AND TERMINATION

23.1 The Employer may discipline or ~~discharge-terminate~~ any newly hired or rehired employee at any time during the initial probationary period, with or without cause, and such discipline or ~~discharge-termination~~ shall not be subject to ~~appeal the grievance procedure as outlined in Article 22 within this~~ Agreement.

23.2 The Employer may, in good faith for just cause, take disciplinary action by written reprimand, suspension, transfer, delay of step increase, demotion or ~~discharge termination~~. The degree of discipline administered shall depend on the severity of the infraction.

23.3 The Employer shall not take any disciplinary action as defined in this section without giving the employee the right to have a Union representative present. If an employee(s) is requested to attend any meeting for the purpose of investigation, where such investigation may lead to discipline or ~~discharge termination~~ of that employee, that employee(s) will be informed of their right to have Union representation present before such meeting is to take place. The employee shall be provided a letter setting forth the reason(s) for such action at the time such action is taken or shortly thereafter.

23.4 Employees shall be given the opportunity to read and answer all disciplinary letters before placement of such material into their personnel file and will be requested to sign such letters. Signature thereon shall not be construed as admission of guilt or concurrence with the discipline, but rather an indication that the employee has seen and comprehends the gravity of the disciplinary action.

23.5 Copies of written reprimands and other disciplinary letters will be provided to the Union. After six (6) months, copies of written reprimands will be used only to indicate trends of behavior which may lead to discipline and/or ~~discharge-termination of employment.~~

23.6 The Employer shall not utilize formal written peer performance evaluations for the purpose of discussing or imposing disciplinary actions.

ARTICLE 24. PERFORMANCE EVALUATIONS

24.1 Each employee's job performance shall be reviewed and evaluated at least annually.

24.2 Performance evaluations are not disciplinary and are not subject to the grievance procedure.

24.3 An employee may append ~~his/her~~their written comments to the performance evaluation report. Employee comments must be attached and submitted with the signed performance evaluation to Human Resources.

ARTICLE 25. LAYOFF, ALTERNATIVES TO LAYOFF AND RECALL

25.1 ~~Layoff Procedure.~~ Layoffs or reductions in full time equivalent (FTE) positions (including transfers for this purpose and reduction in hours) may be undertaken by the City due to budgetary reductions, organizational restructuring, lack of work, reduction or elimination of funds, material changes in duties or organization, reduction-in-force or workload, or in the interests of economy or efficiency.

25.2 ~~Alternatives to Layoff.~~ The City will attempt to avoid layoffs and whenever possible to consider alternatives to layoffs before final decisions are made.

~~Disputes regarding movement and/or reassignment under 25.2 may not be advanced beyond step 3 of the grievance process.~~

At the discretion of the City, these considerations may include:

- a. ~~25.2.1~~ Termination of temporary, seasonal, newly hired probationary employees and part-time employees in the job classification, work group, division or program areas being reduced.
- b. ~~25.2.2~~ Transfer or voluntary demotion to a vacant, available position. An employee may be eligible for a transfer provided that they/he/she meets the qualifications for the job. If more than one employee is eligible for transfer or

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demotion, it shall be based on seniority in accordance with Article 9.2 within the Agreement.

- c. Temporary reduction of work hours including reduced work weeks and furloughs.

25.2.140 Definitions of Alternative to Layoff

25.10.1a. Transfer. (moves laterally) – The movement from one position within a job classification to another position within the same classification or from one position to a position with a different classification in the same pay range. A transferred employee would be placed at the same step in the same range as the position that they transferred from and may serve a probationary period. Terms and conditions of transfers are provided in Articles 8.3 and 9.5 within this Agreement.

25.10.2b. Voluntary Demotion. The movement from a higher paid job classification to a lower paid job classification. An employee accepting a demotion may serve a probationary period and would be placed at the top step of the lower job classification range or the step in the job classification range that provides the least amount of decrease in pay. Terms and conditions of demotions are provided in Articles 8.2 and 9.5 within this Agreement

25.3 Layoff Process. Generally, after the City has identified the department, division, program area, workgroup, or job classification being reduced, layoffs will be made as follows:25.3.1

- a. Temporary, seasonal, ~~part-time~~, newly hired probationary employees and part-time employees shall be laid-off prior to regular status, full-time employees.
- b. The order in which employees will be laid off shall be determined based on seniority in accordance with Article 9.2 within the Agreement~~25.7 of this article.~~
- c. Any exception to this will be mutually agreed to by the Union and the City.

25.4 Bumping Rights. When an employee is identified for a layoff or reduction-in-force, they/he/she shall be permitted based on bargaining unit seniority to move into a job or classification which they/he/she currently holds or has previously held, provided that the employee meets the qualifications for the job. ~~This shall not pertain to an employee who was transferred per Article 25.2.2.~~

-In doing so, they/he/she may “bump” only into the position held by the least senior employee in that job or classification, not any less senior employee within the bargaining unit. For purposes of bumping, seniority is based on time spent within ~~the current or previously held job or classification in~~ the bargaining unit. Bumping may only occur within the same bargaining unit.

~~Once an employee has been bumped, and wishes to exercise their right to bump, they will not be allowed to bump back into the same workgroup. For example: — A Customer Service Representative (CSR) in Utilities gets bumped by a CSR from City Hall. The Utilities CSR cannot bump another CSR within the Utilities~~

~~An employee who has transferred pursuant to 25.2.2 or bumped into a new position as an alternative to layoff and who fails to perform the functions of the new position during probation will be placed on the reinstatement list. Such employees will only be eligible for reinstatement to the position from which they were laid off. Failure to pass probation for reasons other than performing the functions of the new position may result in termination in accordance with Article 23.~~

25.4.1 The rules for layoff and bumping for Support Specialists are outlined in Appendix “C” to this Agreement.

25.4.2 The rules for layoff and bumping for Engineering Technicians are outlined in Appendix “D” to this Agreement.

25.4.3 Layoff and bumping for a Civil Service position shall be based upon seniority within a civil service position. For purposes of layoff and bumping, a non-civil service employee cannot bump into a civil service position unless an employee meets minimum qualifications for the position and been certified into civil service.

25.5 Notice to Union. Representatives of the City and the Union shall meet within fifteen (15) working days after the City has officially determined that a layoff or reduction-in-FTE will affect any Union member. At this meeting, the City shall inform the Union of the details of the layoff and provide a current seniority list as well as any other relevant information.

25.6 Notice to Employees. Each employee to be laid off shall be given at least thirty (30) calendar days’ notice of layoff, with a copy to the Union. Employees who remain may be assigned to the additional duties of those lower classified positions that were laid off. Such a situation will not result in a decrease in pay or downward reclassification.

25.6.1 Once the City has notified the affected employee of layoff and there is an available vacant position or a position for the employee to bump into, if any, he/she/they must notify Human Resources in writing of his/her/their intent to accept a vacant position or exercise bumping rights within ten (10) working days of the initial layoff notice. If notification is not received within the allotted time, rights to vacant positions or to bump shall be waived by the employee. The employee will subsequently be placed on the reinstatement list.

~~25.7 Seniority. Seniority shall be defined as the employee’s most recent date of hire into their respective bargaining unit except for a Civil Service employee. The seniority date for a Civil Service employee shall be determined by the length of time the employee has been certified in a Civil Service position within their respective bargaining unit. Should the seniority of any two or~~

~~more employees be equal, the respective seniority rights of such employees shall be determined by date of application, and if that is the same, the affected employees shall draw lots. Employee seniority shall not be reduced because of unpaid leave protected under state and federal regulations.~~

25.7 Probation Period. ~~An employee who has transferred or voluntarily demoted as an alternative to layoff pursuant to 25.2(b); 2 within this Article or has bumped into a new position as an alternative to layoff pursuant to 25.4 with this Article may serve a six (6) month probationary period. An employee and who fails to perform the functions of the new position during probation will be laid off and will be placed on the recall reinstatement list. Such employees will only be eligible for recall reinstatement to the position from which they were laid off. Failure to pass probation for reasons other than performing the functions of the new position may result in termination in accordance with Article 23 within this Agreement.~~

25.8 Recall. Employees who have been laid off, ~~or transferred~~ or voluntarily demoted as an alternative to layoff, are eligible for recall for a period of thirty-six (36) months following the date of layoff or reduction in FTE.

25.8.1 The names of persons laid off will be placed on a recall list. When a vacancy occurs in the same job classification for which there exists a recall list, the City will fill the vacancy using that list with the understanding that employees must meet the required minimum qualifications for the position to which they would be recalled into. If there is more than one employee on the recall list eligible for a vacancy in a particular job class, the City will use City bargaining unit seniority as defined in Article 25.7-9.2 within this Article to determine who shall be offered recall. Recall notices will be sent by certified mail to the last address reflected in the employee's official personnel file.

25.8.2 When an employee is recalled within thirty-six (36) months to the job or classification, from which they were laid off, they will be placed into the same step occupied at the time of the layoff and will not serve an additional probationary period. Recalled employees will have their accrual rates restored to the same accrual rate as of the date of the layoff.

25.8.3 Reinstatement. Employees in a recall status may also apply and be considered for job openings outside their job classification prior to or after layoff. Any employee who is offered a job other than the position from which they were laid off within thirty-six (36) months of their layoff will be treated as a new employee and will serve a new probationary period.

Employees will also be placed into the salary schedule for the new position consistent with the applicable salary schedule or guidelines. Reinstated employees will have their accrual rates restored to the same accrual rate as of the date of layoff.

25.8.43 Once an employee on the recall list is offered recall, the employee must respond in writing to the City within fourteen (14) calendar days of the date of the notice, unless extended by mutual consent. The employee shall be responsible for notifying the Human Resources Department of any change in their address or telephone number while on layoff status.

25.8.54 Benefit accrual and service credit will be discontinued while in layoff status of thirty (30) or more days. However, upon recall or reinstatement, an employee's previous hire date will be maintained, but the employee's service date and seniority dates will be adjusted to deduct the time spent in a layoff status.

25.9 Eligibility for recall/reinstatement ends if:

25.9.1 An employee refuses to accept an offer of recall to a position in the same classification as that from which ~~he/she was they were~~ laid off.

25.9.2 An employee fails to respond to an offer of recall within fourteen (14) calendar days following the date the offer is mailed.

25.9.3 The employee requests in writing to be removed from the recall list.

25.9.4 The employee resigns or retires.

~~25.10 Definitions of Alternative to Layoff~~

~~25.10.1 Transfer (moves laterally) The movement from one position within a job classification to another position within the same classification or from one position to a position with a different classification in the same pay range. A transferred employee would be placed at the same step in the same range as the position that they transferred from. Terms and conditions are provided of transfers are provided in Article 9.5.~~

~~25.10.2 Demotion The movement from a higher paid job classification to a lower paid job classification. An employee accepting a demotion may serve a probationary period and would be placed at the top step of the lower job classification range or the step in the job classification range that provides the least amount of decrease in pay.~~

~~25.10 Disputes regarding movement and/or reassignment under 25.2 this Article may not be advanced beyond step 3 of the grievance process~~ procedure in Article 22 within this Agreement.

ARTICLE 26. CONTRACTING OUT/OUT

26.1 Should the City contract out or out-source work which is currently being performed by Union employees, the City shall inform the Union and shall meet with the Union to impact bargain.

ARTICLE 27. VOLUNTEERS

27.1 The parties agree that the City of Vancouver may establish and fill volunteer (unpaid) positions so long as such positions do not result in the:

- a. layoff of regular staff, and/or
- b. non-reinstatement of regular staff.

27.2 The duties of volunteers shall be determined by the City of Vancouver. Duties performed on a regular basis by OPEIU members will not be performed by volunteers without written agreement by the Union. A description of duties performed by volunteers shall be available for review by the Union ~~Business~~ Representative.

27.3 No positions within the bargaining unit will be reduced and/or eliminated because of creating or filling volunteer positions. The City will not utilize volunteers in lieu of filling vacancies.

ARTICLE 28. TEMPORARY OR SEASONAL WORKERS

28.1 "Temporary or seasonal worker" for purposes of this contract shall mean one who is hired to work not more than 1,040 hours in any one specific classification in one specific department in any twelve (12) consecutive month period. Exceptions to this policy shall be mutually agreed upon by the Employer and the Union. The Employer will not rotate temporaries through the same position.

28.2 The intended use of temporary or seasonal workers by the Employer is to cover seasonal workloads and to fill unexpected vacancies created by a sudden increased workload, termination or disabilities of regular full-time employees. It is acknowledged that there will be exceptions to this policy. Exceptions to this policy shall be mutually agreed upon by the Employer and the Union.

28.3 The Employer will make all records of temporary or seasonal workers, the date they started, and total hours worked, available to the Union upon request.

ARTICLE 29. CONFLICT OF CONTRACT AND CITY EMPLOYMENT POLICIES

29.1 It is agreed that the intention of the parties to this Agreement is that this Agreement and all working agreements shall be consistent with the City employment policies and that where it is found that the provisions of such an agreement are in conflict with the City employment policies that the language of the agreement shall control.

29.2 Employees represented by this contract will be under the City's Employment Policy Manual. It is the intent that departmental rules shall be superseded by the City's Employment Policy Manual. If a situation occurs in which there is a difference between City rules/policies,

and those of the department, Human Resources will meet with the Union and the affected department to reach a mutually agreeable solution.

ARTICLE 30. SEPARABILITY CLAUSE

30.1 If an article of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any article should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article.

ARTICLE 31. LABOR MANAGEMENT COMMITTEE

31.1 The Employer and the Unions have established a labor-management committee which will meet on a regular basis. The committee shall include up to four (4) bargaining unit members, one (1) Union Staff Representative or Business Agent from each Union and not more than ten (10) management representatives. Topics for the agenda will be shared at least one (1) week before the meeting. Issues not covered by the contract, clarification of contract issues, various surveys and committee work related to mandatory bargaining subjects, and City employment policies shall be regular agenda items for this committee. In the Event that other Union(s) end their participation in the labor management committee, OPEIU Local 11's commitment to the labor management committee process will remain unaffected.

ARTICLE 32. CONTRACT AMENDMENTS

32.1 The parties agree that this Agreement may be amended in writing as agreed to by both parties without action of their respective legislative bodies, unless otherwise specified herein, including but not limited to amendment by Memorandum of Understanding or Memorandum of Agreement.

ARTICLE 33. TERMINATION AND RENEWAL

33.1 This Agreement and all attachments hereto shall be in full force and effect from January 1, ~~2018-2021~~ through December 31, ~~2020~~2021, and shall continue in effect if renewed or extended by mutual agreement.

33.2 Not less than one hundred twenty (120) days prior to the end of the contract, either party may notify the other in writing of its desire to terminate or modify the Agreement, ~~provided that an earlier commencement may be~~

33.3 Not later than September 15, 2021 the parties shall meet to negotiate a successor Agreement and meeting dates shall be scheduled by mutual agreement.

Dated this _____ day of _____, ~~2018~~2020.

**THE CITY OF VANCOUVER,
WASHINGTON**

Eric Holmes,
City Manager

Lisa Takach—
HR Director—

Approved as to form:

Jonathan Young, City Attorney

Attest:

Natasha Ramras, City Clerk

**OFFICE & PROFESSIONAL
EMPLOYEES LOCAL 11**

Maureen Goldberg,
Executive Secretary Treasurer

Karyn Morrison,
Union Representative

Olivia Glassow,
Union Representative

Dan Mattson, Union Steward

Brihtani Lassiter-Burgoyne, Union Steward

Angela Williams, Union Steward

OPEIU Agreement, ~~2018~~2021-2020

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APPENDIX A – CLASSIFICATION AND RATES OF PAY

Salary Range Structure:

2.5% between ranges; 3.5% spread between steps 1 through 7; 4% spread between steps 7 and 8

OPEIU 2021 Salary Ranges									
January 1, 2021 through December 31, 2021									
Range	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
<u>1</u>		<u>\$ 3,003</u>	<u>\$ 3,109</u>	<u>\$ 3,217</u>	<u>\$ 3,330</u>	<u>\$ 3,447</u>	<u>\$ 3,568</u>	<u>\$ 3,692</u>	<u>\$ 3,840</u>
<u>2</u>		<u>\$ 3,078</u>	<u>\$ 3,186</u>	<u>\$ 3,298</u>	<u>\$ 3,414</u>	<u>\$ 3,533</u>	<u>\$ 3,657</u>	<u>\$ 3,785</u>	<u>\$ 3,936</u>
<u>3</u>	Mailroom Clerk Support Specialist I	<u>\$ 3,155</u>	<u>\$ 3,266</u>	<u>\$ 3,380</u>	<u>\$ 3,499</u>	<u>\$ 3,622</u>	<u>\$ 3,749</u>	<u>\$ 3,879</u>	<u>\$ 4,035</u>
		-	-	-	-	-	-	-	-
<u>4</u>		<u>\$ 3,235</u>	<u>\$ 3,348</u>	<u>\$ 3,465</u>	<u>\$ 3,586</u>	<u>\$ 3,712</u>	<u>\$ 3,841</u>	<u>\$ 3,975</u>	<u>\$ 4,134</u>
<u>5</u>		<u>\$ 3,315</u>	<u>\$ 3,431</u>	<u>\$ 3,552</u>	<u>\$ 3,676</u>	<u>\$ 3,805</u>	<u>\$ 3,937</u>	<u>\$ 4,075</u>	<u>\$ 4,238</u>
<u>6</u>	Accounting Clerk I	<u>\$ 3,399</u>	<u>\$ 3,518</u>	<u>\$ 3,640</u>	<u>\$ 3,768</u>	<u>\$ 3,900</u>	<u>\$ 4,037</u>	<u>\$ 4,178</u>	<u>\$ 4,345</u>
<u>7</u>	Facilities Assistant (WREC) Utility Clerk	<u>\$ 3,483</u>	<u>\$ 3,605</u>	<u>\$ 3,732</u>	<u>\$ 3,862</u>	<u>\$ 3,996</u>	<u>\$ 4,137</u>	<u>\$ 4,282</u>	<u>\$ 4,453</u>
		-	-	-	-	-	-	-	-
<u>8</u>		<u>\$ 3,571</u>	<u>\$ 3,695</u>	<u>\$ 3,825</u>	<u>\$ 3,959</u>	<u>\$ 4,097</u>	<u>\$ 4,241</u>	<u>\$ 4,389</u>	<u>\$ 4,565</u>
<u>9</u>	Facilities Assistant (Recreation) Support Specialist II Parking Enforcement Officer Parking Officer	<u>\$ 3,660</u>	<u>\$ 3,788</u>	<u>\$ 3,920</u>	<u>\$ 4,058</u>	<u>\$ 4,200</u>	<u>\$ 4,347</u>	<u>\$ 4,497</u>	<u>\$ 4,678</u>
		-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-
<u>10</u>	Parking Maintenance Worker	<u>\$ 3,751</u>	<u>\$ 3,882</u>	<u>\$ 4,018</u>	<u>\$ 4,159</u>	<u>\$ 4,305</u>	<u>\$ 4,455</u>	<u>\$ 4,611</u>	<u>\$ 4,795</u>
<u>11</u>		<u>\$ 3,844</u>	<u>\$ 3,980</u>	<u>\$ 4,119</u>	<u>\$ 4,263</u>	<u>\$ 4,413</u>	<u>\$ 4,567</u>	<u>\$ 4,727</u>	<u>\$ 4,916</u>
<u>12</u>	Accounting Clerk II	<u>\$ 3,940</u>	<u>\$ 4,078</u>	<u>\$ 4,222</u>	<u>\$ 4,370</u>	<u>\$ 4,523</u>	<u>\$ 4,680</u>	<u>\$ 4,845</u>	<u>\$ 5,038</u>

	<u>Customer Service Representative</u>	-	-	-	-	-	-	-
	<u>Permit Specialist I</u>	-	-	-	-	-	-	-
13	<u>Material Control Coordinator</u>	<u>\$ 4,040</u>	<u>\$ 4,181</u>	<u>\$ 4,327</u>	<u>\$ 4,478</u>	<u>\$ 4,635</u>	<u>\$ 4,797</u>	<u>\$ 4,965</u>
	<u>Program Coordinator I</u>	-	-	-	-	-	-	-
	<u>Records Specialist</u>	-	-	-	-	-	-	-
	<u>Police Records Specialist</u>	-	-	-	-	-	-	-
	<u>Support Specialist III</u>	-	-	-	-	-	-	-
	<u>Utility Customer Service Representative</u>	-	-	-	-	-	-	-
	<u>Utility Service Inspector</u>	-	-	-	-	-	-	-
14	<u>Police Service Technician</u>	<u>\$ 4,141</u>	<u>\$ 4,285</u>	<u>\$ 4,435</u>	<u>\$ 4,591</u>	<u>\$ 4,751</u>	<u>\$ 4,918</u>	<u>\$ 5,090</u>
15		<u>\$ 4,244</u>	<u>\$ 4,392</u>	<u>\$ 4,546</u>	<u>\$ 4,705</u>	<u>\$ 4,871</u>	<u>\$ 5,040</u>	<u>\$ 5,216</u>
16	<u>Engineering Tech I</u>	<u>\$ 4,350</u>	<u>\$ 4,503</u>	<u>\$ 4,660</u>	<u>\$ 4,823</u>	<u>\$ 4,991</u>	<u>\$ 5,165</u>	<u>\$ 5,348</u>
	<u>Senior Accounting Clerk</u>	-	-	-	-	-	-	-
	<u>Senior Customer Service Representative</u>	-	-	-	-	-	-	-
17	<u>Construction Inspector I</u>	<u>\$ 4,458</u>	<u>\$ 4,616</u>	<u>\$ 4,777</u>	<u>\$ 4,944</u>	<u>\$ 5,116</u>	<u>\$ 5,296</u>	<u>\$ 5,479</u>
	<u>Payroll Analyst</u>	-	-	-	-	-	-	-
	<u>Senior Utility Customer Service Representative</u>	-	-	-	-	-	-	-
18	<u>Evidence Technician</u>	<u>\$ 4,570</u>	<u>\$ 4,730</u>	<u>\$ 4,895</u>	<u>\$ 5,067</u>	<u>\$ 5,245</u>	<u>\$ 5,426</u>	<u>\$ 5,618</u>
	<u>Lead Police Records Specialist</u>	-	-	-	-	-	-	-
	<u>Permit Specialist II</u>	-	-	-	-	-	-	-
19		<u>\$ 4,685</u>	<u>\$ 4,848</u>	<u>\$ 5,018</u>	<u>\$ 5,194</u>	<u>\$ 5,374</u>	<u>\$ 5,564</u>	<u>\$ 5,759</u>
20		<u>\$ 4,802</u>	<u>\$ 4,970</u>	<u>\$ 5,144</u>	<u>\$ 5,322</u>	<u>\$ 5,511</u>	<u>\$ 5,702</u>	<u>\$ 5,902</u>
21	<u>Public Records Officer</u>	<u>\$ 4,923</u>	<u>\$ 5,094</u>	<u>\$ 5,271</u>	<u>\$ 5,457</u>	<u>\$ 5,647</u>	<u>\$ 5,845</u>	<u>\$ 6,051</u>
22	<u>Evidence Coordinator</u>	<u>\$ 5,044</u>	<u>\$ 5,220</u>	<u>\$ 5,405</u>	<u>\$ 5,593</u>	<u>\$ 5,789</u>	<u>\$ 5,993</u>	<u>\$ 6,202</u>
	<u>Engineering Technician II</u>	-	-	-	-	-	-	-
	<u>Surveyor</u>	-	-	-	-	-	-	-
23	<u>Construction Inspector II</u>	<u>\$ 5,170</u>	<u>\$ 5,352</u>	<u>\$ 5,538</u>	<u>\$ 5,733</u>	<u>\$ 5,933</u>	<u>\$ 6,140</u>	<u>\$ 6,356</u>
	<u>Lead Permit Specialist</u>	-	-	-	-	-	-	-
24		<u>\$ 5,301</u>	<u>\$ 5,485</u>	<u>\$ 5,677</u>	<u>\$ 5,876</u>	<u>\$ 6,082</u>	<u>\$ 6,294</u>	<u>\$ 6,515</u>

-	-	-	-	-	-	-	-	-
<u>25</u>	<u>\$ 5,432</u>	<u>\$ 5,623</u>	<u>\$ 5,820</u>	<u>\$ 6,023</u>	<u>\$ 6,233</u>	<u>\$ 6,453</u>	<u>\$ 6,678</u>	<u>\$ 6,946</u>
Crime Analyst	-	-	-	-	-	-	-	-
<u>26</u>	<u>\$ 5,569</u>	<u>\$ 5,765</u>	<u>\$ 5,965</u>	<u>\$ 6,174</u>	<u>\$ 6,390</u>	<u>\$ 6,614</u>	<u>\$ 6,845</u>	<u>\$ 7,120</u>
Senior Engineering Technician	-	-	-	-	-	-	-	-
Senior Surveyor	-	-	-	-	-	-	-	-
<u>27</u>	<u>\$ 5,708</u>	<u>\$ 5,908</u>	<u>\$ 6,115</u>	<u>\$ 6,329</u>	<u>\$ 6,549</u>	<u>\$ 6,779</u>	<u>\$ 7,017</u>	<u>\$ 7,298</u>
Senior Construction Inspector	-	-	-	-	-	-	-	-
<u>28</u>	<u>\$ 5,850</u>	<u>\$ 6,055</u>	<u>\$ 6,267</u>	<u>\$ 6,487</u>	<u>\$ 6,715</u>	<u>\$ 6,948</u>	<u>\$ 7,192</u>	<u>\$ 7,479</u>
Engineering Specialist	-	-	-	-	-	-	-	-
Survey Specialist	-	-	-	-	-	-	-	-
<u>29</u>	<u>\$ 5,997</u>	<u>\$ 6,206</u>	<u>\$ 6,423</u>	<u>\$ 6,649</u>	<u>\$ 6,882</u>	<u>\$ 7,122</u>	<u>\$ 7,372</u>	<u>\$ 7,667</u>
Construction Inspection Specialist	-	-	-	-	-	-	-	-
<u>30</u>	<u>\$ 6,148</u>	<u>\$ 6,363</u>	<u>\$ 6,585</u>	<u>\$ 6,814</u>	<u>\$ 7,053</u>	<u>\$ 7,300</u>	<u>\$ 7,555</u>	<u>\$ 7,857</u>
-	-	-	-	-	-	-	-	-

Appendix B – Paid Time Off (PTO) Schedule

EMPLOYEE PAID TIME OFF (PTO) ACCRUAL SCHEDULE						
For employees hired before March 24, 2003 and after January 1, 1980						
During Year of Service	Hours Per Month	Days Per Year (Based on an 8 Hour Day)	Maximum Payout at Separation Hours / Days (Based on an 8 Hour Day)		Maximum Accumulation Hours/Days (Based on an 8 Hour Day)	
1-5	18.34	27.5	440	55	608	76
6-10	20.34	30.5	488	61	656	82
11-15	22.34	33.5	536	67	704	88
16-20	24.34	36.5	584	73	752	94
21+	26.34	39.5	632	79	800	100

EMPLOYEE PAID TIME OFF (PTO) ACCRUAL SCHEDULE						
Based on an 8 hour day						
For employees hired on or after March 24, 2003						
During Year of Service	Hours Per Month	Days Per Year	Maximum Payout at Separation		Maximum Accumulation Hours/Days	
1-2	15	22.5	360	45	528	66
3-5	18.34	27.5	440	55	608	76
6-10	20.34	30.5	488	61	656	82
11-15	22.34	33.5	536	67	704	88

Appendix C – Layoff and Bumping for Support Specialists

DEFINITION: For the purpose of this appendix, the term Job Classification shall mean all employees working as Support Specialists, which contain three (3) levels of skill, with the lowest skill level being “I” and the highest skill level being “III”. The term “Civil Service Employee” shall mean all employees that have been appointed to a classified civil service position from a certified eligibility list and have satisfactorily completed the probationary period or an employee that was grandfathered into Civil Service as of January 1, 2018.

Prior to laying off in the Support Specialist Classification, the City will continue in its past practice of making every effort to place those member(s) whose position is being laid off into another vacant position in the same job classification at the same or lower level, assuming the employee meets the minimum qualifications for the available position.

If no vacant positions within the same job classification are available, the employee whose position is scheduled to be laid off shall be allowed to exercise their seniority over employees with less seniority represented by OPEIU, in the same or lower level within the Support Specialist job classification as follows:

1. A Support Specialist III can bump the least senior Support Specialist III represented by OPEIU in the same department, over whom they have greater seniority, assuming the employee meets the minimum qualifications for the position. If there is not a least senior Support Specialist III available to be bumped, then the Support Specialist III being laid off may bump the least senior Support Specialist II or Support Specialist I represented by OPEIU in the City, over whom they have greater seniority, assuming the employee meets the minimum qualifications for the position.
2. A Support Specialist II can bump the least senior Support Specialist II represented by OPEIU in the City, over whom they have greater seniority, assuming the employee meets the minimum qualifications for the position. If there is not a least senior Support Specialist II available to be bumped, then the Support Specialist II being laid off may bump the least senior Support Specialist I represented by OPEIU in the City, over whom they have greater seniority, assuming the employee meets the minimum qualifications for the position.
3. A Support Specialist I can bump the least senior Support Specialist I represented by OPEIU in the City, over whom they have greater seniority.

The following bumping parameters will apply to Support Specialists exercising bumping rights:

1. A non-Civil Service employee cannot bump into a civil service position unless the employee meets minimum qualifications for the position and has passed the civil service exam.

2. A full-time, regular employee (1.0 FTE) would first be eligible to bump the least senior, full-time, regular employee (1.0 FTE), over whom they have greater seniority. **He/she** **They** would also be permitted to bump a less than 1.0 FTE employee, provided that person is the least senior Support Specialist.
3. If there is not a less senior full-time, regular employee (1.0 FTE) to bump, the employee identified for layoff would then be eligible to bump the least senior part time employee (less than 1.0 FTE).

Those employees who are bumped shall have the same bumping rights and privileges as if they were laid off.

All employees bumping into, or being placed into another Support Specialist position, in lieu of layoff, will serve a standard six month probationary period in the new position. Failure to pass probation in any new position may result in termination of employment with the City.

~~All other issues regarding layoff, recall, probation, etc. will follow City Policy and the Labor Contract between the City and OPEIU.~~

All other language under Article 25 Layoff, Alternative to Layoff and Recall; the Collective Bargaining Agreement; and the City Policy Manual shall remain in full force and effect.

Appendix D – Layoff and Bumping for Engineering Technicians

It is mutually agreed that classifications in the Engineering Technician Series shall be referred to and in order of most skilled as: Engineering Specialist, Senior Engineering Technician ~~III or Sr.~~, ~~Engineering Technician~~, Engineering Technician II, and Engineering Technician I.

For the purpose of this appendix, the term Job Classification shall mean all employees working in the Engineering Technician Series which contain distinct separate levels skills that may or may not be interchangeable either to lateral positions or lower positions within the Engineering Technician classification. The term “Civil Service Employee” shall mean all employees that have been appointed to a classified civil service position from a certified eligibility list and have satisfactorily completed the probationary period or an employee that was grandfathered into Civil Service as of January 1, 2018.

Bargaining unit members working under the Engineering Technician Series shall be observed under the following language:

Prior to laying off in the Engineering Technician Classification, the City will continue in its past practice of making every effort to place those member(s) whose position is being laid off or reduced into another vacant position in the same job classification at the same or lower level, assuming the employee meets the minimum qualifications for the available position.

If no vacant positions within the same job classification are available, the employee whose position is scheduled to be laid off shall be allowed to exercise their seniority over employees with less seniority represented by OPEIU Local 11, in the same or lower level within the Engineering Technician Series as follows, provided the employee meets the minimum qualification for the position at the time of the bump:

1. An Engineering Specialist may bump the least senior Engineering Specialist, represented by OPEIU Local 11 in the same department, over whom they have greater seniority, assuming the employee meets the minimum qualifications for the position. If there is not a least senior Engineering Specialist available to be bumped, then the Engineering Specialist laid off may bump the least senior Senior Engineering Technician ~~III~~, Engineering Technician II or Engineering Technician I represented by OPEIU Local 11 in the City, over whom they have greater seniority, assuming the employee meets the minimum qualifications for the position.
2. A ~~Senior~~ Engineering Technician ~~III~~ may bump the least senior Senior Engineering Technician ~~III~~ represented by OPEIU Local 11 in the City, over whom they have greater seniority, assuming the employee meets the minimum qualifications for the position. If there is not a least senior Senior Engineering Technician ~~III~~ available to be bumped, then the Senior Engineering Technician ~~III~~ being laid off may bump the

least senior Engineering Technician II or Engineering Technician I represented by OPEIU Local 11 in the City, over whom they have greater seniority, assuming the employee meets the minimum qualifications for the position.

3. An Engineering Technician II may bump the least senior Engineering Technician II represented by OPEIU in the City, over whom they have greater seniority, assuming the employee meets the minimum qualifications for the position. If there is not a least senior Engineering Technician II available to be bumped, then the Engineering Technician II being laid off may bump the least senior Engineering Technician I represented by OPEIU Local 11 in the City, over whom they have greater seniority, assuming the employee meets the minimum qualifications for the position.
4. An Engineering Technician I may bump the least senior Engineering Technician I represented by OPEIU Local 11 in the City, over whom they have greater seniority.

The following bumping parameters will apply to the Engineering Series when exercising bumping rights:

The City may determine that the employee who may be bumping into another engineering technician's position may not possess the minimum requirements for that position. If that determination is made the City will notify the Union and may not allow the bump to occur.

~~1. Grievances brought forth under this memorandum shall not advance beyond Step 3 of the Grievance Procedure.~~

~~2.1~~ A non-Civil Service employee cannot bump into a civil service position unless the employee meets minimum qualifications for the position and has passed the civil service exam.

~~3.2~~ A full-time, regular employee (1.0 FTE) would first be eligible to bump the least senior, full-time, regular employee (1.0 FTE), over whom they have greater seniority. **He/she** **They** would also be permitted to bump a less than 1.0 FTE employee, provided that person is the least senior.

~~4.3~~ If there is not a less senior full-time, regular employee (1.0 FTE) to bump, the employee identified for layoff would then be eligible to bump the least senior part time employee (less than 1.0 FTE).

Those employees who are bumped shall have the same bumping rights and privileges as if they were laid off.

All employees bumping into, or being placed into another Engineering Technician Series position, in lieu of layoff, will serve a standard six month probationary period in the new position. Failure to pass probation in any new position may result in the employee being laid off and placed on the reinstatement list. Reinstatement may be only to the position the employee was laid off from.

All other language under Article 25 Layoff, Alternative to Layoff and Recall; the Collective Bargaining Agreement; and the City Policy Manual shall remain in full force and effect.

AGREEMENT

between

LOCAL 11

**OFFICE & PROFESSIONAL EMPLOYEE
INTERNATIONAL UNION AFL-CIO**

and

CITY OF VANCOUVER, WASHINGTON

January 1, 2021 – December 31, 2021

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Office & Professional Employees International Union Local 11, AFL-CIO

This Agreement is between the City of Vancouver, a municipal corporation of the State of Washington and hereinafter referred to as the City or the Employer, and Office & Professional Employees International Union, Local 11, AFL-CIO and herein and hereinafter referred to as the Union, for purposes of setting forth the mutual understanding of the parties regarding wages, hours, and conditions of employment of those employees for whom the Employer has recognized OPEIU, Local 11, as the exclusive collective bargaining representative.

ARTICLE 1. RECOGNITION AND THE BARGAINING UNIT

1.1 The Employer hereby recognizes the Union as the exclusive bargaining representative for the Purposes stated in Chapter 41.56 RCW of all regular full-time and regular part time employees employed within the classifications listed in Appendix “A” of this Agreement and as certified by the State of Washington Public Employment Relations Commission (PERC), but shall exclude all supervisory, temporary, and seasonal workers or employees.

1.1.1 All employees including those within the represented community of employment interest, consistent with RCW 41.56.060 of the Employer, exclusive of confidential and supervisory employees, as indicated in Appendix A of this Agreement, Office and Professional Employees International Union, Local 11, (OPEIU), hereinafter referred to as the Union.

1.1.2 The classifications of employees covered by this Agreement are set forth in Appendix A, which is attached hereto and made a part of this Agreement. When classification on Union inclusion cannot be agreed upon by the Employer and the Union, either party may petition PERC to review the position in question and render a written opinion of its findings that shall be binding on the Employer and the Union.

1.1.3 In instances where contract language is in conflict with a Memorandum of Understanding (MOU), a Memorandum of Agreement (MOA) or an addenda, the MOU, MOA or the addenda take precedent over this Agreement.

ARTICLE 2. NONDISCRIMINATION

2.1 The Employer and the Union agree that they will not discriminate unfairly against any employee by reason of race, creed, age, color, sex, national origin, religious belief, marital status, mental or physical disability, sexual orientation, active or honorably discharged military status, or any other criteria established by state or federal statutes, rules or regulations.

ARTICLE 3. RIGHTS OF MANAGEMENT

3.1 The management of the municipal corporation and the direction of the work force are vested exclusively in the Employer subject to the terms of this Agreement. All matters not specifically and expressly covered or treated by the language of this Agreement may be administered for its duration by the Employer in accordance with such policy or procedure as the Employer, from time to time, may determine. This Article does not restrict the right of an employee to use the grievance procedure set forth in Article 22 within this Agreement.

3.2 The parties hereby recognize the City's right to determine the methods, processes and means of providing municipal services, to increase, diminish or change municipal equipment, including the introduction of any and all new, improved or automated methods or equipment, and the assignment of employees to specific jobs within the bargaining unit in accordance with their job classification or title.

3.3 Nothing shall be construed to limit in any way the Employer's rights under this Article, or to make changes in current practices, provided: (1) Advance notice of the change is given to the Union and affected employees and (2) Reasonable opportunity is provided to discuss the change with the City.

ARTICLE 4. UNION SECURITY

4.1 The terms and conditions of this Agreement in regard to Union security are as follows:

- 4.1.1 The parties agree that the terms of this Agreement shall apply equally to all employees, as defined in Article 1.1 of this Agreement, and within the bargaining unit. Any bargaining unit employee may authorize the Employer to deduct from their pay the amount of Union membership dues charged by the Union for representation and services provided by the Union. This signed authorization must be in writing and forward to the Human Resources Department.
- 4.1.2 Any bargaining unit employee, as defined in Article 1.1 to this Agreement, who does not want to become a member of the Union, has the voluntary option to pay fair share fees in an amount equal to membership dues. Any member of the bargaining unit may authorize the Employer to deduct from their pay voluntary fair share fees in an amount equal to Union dues charged by the Union. This signed authorization must be in writing and forwarded to the Human Resources Department.
- 4.1.3 Those employees of the Employer as defined in Article 1.1 to this Agreement, who do not wish to become a member of the Union and pay Union dues; or who do not pay voluntary fair share fees to the Union; and who require services beyond bargaining the Agreement; may be charged fees for such services in an amount determined by the Union.

4.1.4 Upon completion of the new member orientation, the Union agrees to provide the Employer with the signed Union dues deduction forms for each employee who desires to pay Union dues by payroll deduction; or the signed Union voluntary fair share fee payors form. The Employer will deduct such dues/fees from the wages of those employees and forward them to the Union each month.

4.1.5 In the event that an employee covered by this Agreement notifies the Employer that they no longer wish to have dues or have voluntary fair share fees deducted from their pay, the Employer shall notify the Union as soon as possible, via email, but no more than five (5) days of the notification.

4.1.6 Listing of New and Terminated Employees: The Employer agrees to notify the Union of new hires within the first thirty (30) days of employment

- a. By the 10th of the following month, a listing of bargaining unit employees hired, promoted or terminated during the previous month. Such listing shall contain the names of the employees, along with their job classification, and department and shall be sent to the Union's office.
- b. At the Union's request and up to two (2) times a year, the Employer will provide a listing of bargaining unit members, their department/section, classification, base pay, full-time/part-time status and number of scheduled hours, City seniority date and classification seniority date.

4.1.7 The Union shall indemnify and hold harmless the Employer against any and all claims, suits, orders, judgements, or liability arising from this Article.

ARTICLE 5. UNION REPRESENTATIVE AND UNION

5.1 The Union shall inform the Employer in writing of the names of its officers, business representatives and stewards who are accredited to represent the Union, which information shall be kept up-to-date at all times. Only persons so designated will be accepted by the Employer as representatives of the Union.

5.2 Those Union representatives may, after receiving permission from the Supervisor, visit the work location of employees covered by this Agreement for the purpose of administering provisions of the Agreement related to grievance processing, disciplinary action and posting of Union notices on City provided bulletin boards.

5.3 Solicitation of Union membership or collection or checking of dues will not be conducted during work hours. The Employer agrees not to discriminate against any member of the Union for their activity in behalf of or membership in the Union, provided such activity is not carried on during working hours, except as expressly provided in this Agreement.

- 5.3.1 The Union Representative is allowed access to new employees at an agreed upon time by the City and the Union, for the purposes of informing the employee about the exclusive bargaining representative within the first ninety (90) days of the employees start date; and
 - 5.3.2 The Union Representative shall have access to new employees once for new employee orientation for no more than thirty (30) minutes; and
 - 5.3.3 Access shall occur during the employee's regular working hours at the employee's regular worksite, unless otherwise agreed.
- 5.4 Union stewards shall be allowed reasonable time away from their work assignment without loss of pay for the purposes of meetings with the City for collective bargaining, grievance or disciplinary hearings or such other legitimate activities as are mutually agreed upon between the Union and the City.
- Paid representation shall be limited as follows:
- a. Disciplinary matters – One (1) steward/employee representative
 - b. Grievances – Up to two (2) stewards/employee representatives
 - c. Collective Bargaining – Up to four (4) stewards/employee representatives
 - d. Representatives Other Meetings – As mutually agreed to by both parties
- 5.4.1 City employees participating in such meetings or activities will be allowed to do so without loss of pay if scheduled during said employee's regularly scheduled work time. If meetings or activities go beyond the regularly scheduled work time, then the employees shall be on their own time not paid by the City.
 - 5.4.2 Stewards shall notify their immediate Manager when there is a need to be away from their work assignment, provided such time away does not unreasonably detract from their work performance and is in compliance with the above requirements as to the nature of the activity. Time away from their work assignment to act in the role of Union representative shall be coded on their timesheet as "Union Leave".
 - 5.4.3 Stewards and affected employees shall be allowed time away from their work assignment for meetings with the City. A reasonable amount of prep and debrief time necessary for these meetings shall be allowed.
- 5.5 City work hours shall not be used by employees or the business representatives for the conduct of Union business or the promotion of Union affairs other than stated above.
- 5.6 The City shall provide bulletin board space for Union notices in a conspicuous location where workers frequent regularly in each work area.
- 5.7 Use of City Telephones or Computers Related to Union Business:

- a. Use of City telephones or computers is allowed subject to the following:
 - 1) When such use is di minimis and incidental, such as arranging a meeting with a Union Representative.
 - 2) For the purpose of conducting an investigation of a grievance, such as individual inquiries to co-workers.
 - 3) For the purpose of interacting with the City’s representatives concerning Union-City business, such as setting dates for City-Union meetings, making inquiries regarding grievances, etc.
- b. The use cited in “Subsection a” above may continue only to the extent that there are no additional costs to the City. The content of any and all communications using the City computer system is not privileged and may be subject to City review.
- c. The use of information technology in the work place will be consistent with federal and state laws, City policies and rules for public records, ethics and conduct of employees, and City of Vancouver Employee Policies, including but not limited to Policy 605: Use of Computers, Email, Internet and other Electronic Resources.

5.8 From time to time, the Union may request and the City may grant unpaid leave in not more than six (6) month increments for not more than one employee at a time, to attend to Union work with Local 11.

ARTICLE 6. STRIKES, WORK STOPAGES AND WORK SLOWDOWNS

6.1 The Employer and the Union agree that the public interest requires the efficient and uninterrupted performance of all City services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement, the Union and/or the employees covered by this Agreement shall not cause or engage in any work stoppage, strikes, slowdown or other interference with Employer functions, nor shall the City institute a lockout.

6.2 In the event that a strike, boycott, slowdown, mass sick call, work stoppage or other interruption of work occurs during the life of this Agreement, the Employer shall notify the Union of the existence of such activity and request information from the Union as to whether or not the activity has been authorized. The Union, after immediately responding to the Employer’s request, will then proceed to make every reasonable effect to terminate the work interruption activity and induce the employees concerned to return to work so that service to the citizens of the City of Vancouver will not be affected. Employees shall not earn any benefits or wages whatsoever while they are engaged in such actions. In addition, employees who engage in or encourage such actions shall be subject to discipline up to and including discharge.

ARTICLE 7. IDENTIFICATION OF JOBS

7.1 Job Classifications. Job classifications shall be defined by the current class specification for each of the job class titles listed in Appendix A of this Agreement.

7.2 Job Reclassifications. When there is a substantive change in the job duties assigned to an employee such that the employee is required to possess substantially different qualifications or is assigned a substantially different level of responsibility, the Employer shall conduct a reclassification review for the purpose of determining the appropriate job classification for the revised job.

7.3 New Classifications. If reasonable and practical, the Employer will assign the positions to an existing class which better describes the duties assigned to the job. If there is no appropriate existing job classification, the Employer shall establish a new job classification. If the incumbent in the position is qualified for the revised job classification, they shall be placed in the new classification at the nearest step providing an increase. An incumbent who is not qualified for the new classification shall maintain their current range and continue to receive any step increases that are due.

7.3.1 The salary range for the new classification shall be established by the Employer so that the salary of the new class is equitable in comparison to existing bargaining unit classes and external market factors. The salary range shall be submitted to the Union for review. Within thirty (30) calendar days of receipt of such City notice the Union shall notify the City of its agreement or disagreement with the City's provisional salary range for the new classification. If the Union disagrees with the salary range, it may request that the Employer negotiate with the Union to establish an equitable salary range for the new job classification. In the event the City and Union are unable to agree upon an equitable salary and mediation does not result in a resolution, the question may be submitted to an arbitrator under the procedures set for in 22.3 of this Agreement.

7.3.2 The City shall have the right to employ persons at its provisional salary range during the term of negotiations, subject to full retroactive payment to all affected employees upon the conclusion of negotiations or arbitration.

7.4 If a new classification is established by the City, a notification consisting of the job specification will be provided in writing to the Union.

ARTICLE 8. PROBATION

8.1 A newly hired or rehired employee is subject to a six (6) month probationary period. The probationary period for new employees may be extended with notification to the Union, to a maximum of six (6) additional months. The Employer may discipline or discharge any newly hired or rehired employee at any time during the probationary period with or without cause, and such discipline or discharge shall not be subject to appeal.

8.2 Voluntary promotions and demotions are subject to a six (6) month probationary period. The probationary period for a promotion/demotion may be extended, with notification to the Union, for a maximum of six (6) additional months. In the event an employee does not successfully complete a promotion/demotion probationary period, the employee will be assigned to the employee's original position (if vacant) or to another vacant position for which they are qualified in the same class as, and at the same salary level as, the employee's original position. If the original position is not available, and no other vacant position is available meeting the applicable criteria within this Article, the employee will be placed on a reinstatement list for their original position or classification for twenty-four (24) months. Nothing in this section shall restrict the rights of the employee under Article 23 within this Agreement.

8.3 An employee who is transferred into a job within the same classification, or who takes a lateral transfer to a different classification within the same pay grade, may be required to serve a six (6) month probationary period if the job is significantly different than their previous job. In the event an employee does not successfully complete a transfer probation period, the employee will be assigned to the employee's original position (if vacant) or to another vacant position for which they are qualified in the same class, and at the same salary level as the employee's original position. If the original position is not available and no other vacant position is available, meeting the applicable criteria in this Article, the employee will be placed on a reinstatement list for their original position or classification for twenty-four (24) months. Nothing in this section shall restrict the rights of the Employer under Article 23 within this Agreement.

ARTICLE 9. SENIORITY

9.1 City Seniority

- 9.1.1 City seniority is based upon the most recent date of hire with the City of Vancouver. City seniority shall be used for PTO accrual, PTO scheduling, and as a means to determine the most senior employee in cases where other seniority is equal.
- 9.1.2 No employee will acquire seniority rights for purposes of layoff until completion of the probationary period, at which time their seniority shall be retroactive to their date of hire.
- 9.1.3 Should the seniority of any two or more employees be equal, the respective seniority rights of such employees shall be determined by date of application, and if that is the same, the affected employees shall draw lots.

9.2 Bargaining Unit Seniority

- 9.2.1 Bargaining Unit Seniority shall be defined as the employee's most recent date of hire into their respective bargaining unit except for a Civil Service employee and will be used for determining layoff, recall and bumping order.

9.2.2 The seniority date for a Civil Service employee shall be determined by the length of time the employee has been certified in a Civil Service position within their respective bargaining unit.

9.2.3 Should the seniority of any two or more employees be equal, the respective seniority rights of such employees shall be determined by date of application, and if that is the same, the affected employees shall draw lots. Employee seniority shall not be reduced because of unpaid leave protected under state and federal regulations.

9.3 Workgroup Seniority

9.3.1 Workgroup seniority shall be based on the total number of days that an employee has worked in a workgroup covered by the collective bargaining agreement.

9.3.2 Workgroup seniority shall be used to determine preference for shift and/or work schedules, overtime and callback

9.3.3 Should the seniority of any two or more employees be equal, the respective seniority rights of such employees shall be determined by bargaining unit seniority as defined in Section 9.2 within this Article.

9.4 Seniority Calculation for Part Time Staff

9.4.1 Employees working in positions budgeted at less than 1.0 FTE shall have their seniority prorated based upon their budgeted FTE percentage. An example of this would be: an employee working in a half time position (20 hours/week) for 10 years shall receive seniority credit for 5 years of service.

9.5 Seniority Calculation for Promotions or Transfers into a New Workgroup

9.5.1 Workgroup seniority shall be calculated retroactive to the first date of promotion or transfer into the new workgroup after the successful completion of any probationary period if required under Article 8.3 within this Agreement.

ARTICLE 10. POSTING OF JOBS

10.1 It is the desire and intent of the Employer to fill job vacancies from qualified applicants within the City before hiring new employees, provided the employees who apply meet the required qualifications for the particular job.

10.2 Vacant positions will be filled from employment lists established by Human Resources. Except, when an alternate procedure is allowed by City ordinance in the case of entry level positions and flexibly staffed positions.

10.3 A flexibly staffed position is one which may be filled at the entry (I) level by an employee who may be promoted to the full working (II) level on the basis of successful performance at the entry level.

10.4 Placement on an employee list will be on the basis of an examination of the candidates' qualifications. Employees shall be allowed paid time off from their work schedule to participate in interviews for in-house positions. When candidates are to be examined for placement on an employment list, the City will post a notice of the examination and accept applications for a minimum of five (5) working days. The five (5) working days will overlap two consecutive weeks. The notice of examination will be posted at least two (2) days of each consecutive week. For example, a notice posted on Wednesday will close on Tuesday of the following week.

10.4.1 The employment list will be effective for six (6) months. Such notices shall be posted at various City work sites. Employees may decline consideration for appointment to a vacant position and remain on the employment list in the same rank or position.

10.5 Vacant positions may be posted on a simultaneous or internal/external basis, based on the following guidelines:

10.5.1 All applications will be collected directly by the Human Resources Department. The Employer shall view internal applications prior to viewing external applications.

10.5.2 When the City receives three (3) or more internal applicants (per opening) who meet the qualifications and staffing needs based on the job announcement, the recruitment shall be restricted to internal candidates. In instances where there is more than one opening, there must be one additional internal candidate for each position (e.g., if two (2) positions there would need to be four (4) internal applicants; three (3) positions would equal five (5) internal applicants, etc.) to be restricted to internal candidates.

10.5.3 If the Employer determines that there are less than three (3) internal applicants per opening, at any point in the process, who meet the qualifications and staffing needs as stated on the job announcement, the Employer may consider both internal and external applicants in its selection process.

10.5.4 If the selection decision is between an internal candidate and an external candidate and the qualifications, knowledge, skills, abilities, and availability of the candidates are equal as determined by the selection process, preference shall be granted to the internal candidate. If the selection decision is between internal candidates and the qualifications, knowledge, skills, abilities, and past performance (the employee has no current written discipline (in the past six (6) months) and a satisfactory current evaluation (in the past twelve (12) months) are equal as determined by the selection process, City seniority shall prevail.

ARTICLE 11. WORK WEEK, HOURS OF WORK

11.1 Work Week. The work week is defined as the period between 12:00 a.m., Sunday through 11:59p.m. the following Saturday, unless otherwise determined for specific employees.

11.2 Work Schedule. The normal assigned work schedule shall be five (5) consecutive workdays of eight (8) consecutive hours, excluding lunch periods, followed by two (2) days of rest, not to exceed forty (40) hours of work in the work week. It is understood that the five (5) consecutive days does not imply a Monday through Friday schedule.

- a. The Employer may utilize alternative work schedules including a 4/10 or a 9/80, details of which must be approved by the employee's supervisor.
- b. With a 9/80 schedule, the one eight (8) hour work day must be split equally between the two (2) weeks of the pay period.
- c. The ten (10) consecutive hours of work in the 4/10 schedule and the nine (9) or eight (8) consecutive hours of work in the 9/80 schedule exclude lunch periods.
- d. Other work schedules may be determined by mutual agreement of the Union and the Employer.

11.3 Work Day. Each employee's workday begins at the start of their shift and continues for twenty-four (24) hours or until the beginning of their next shift. For payroll purposes, all hours worked on a workday will be paid based on the start of the shift.

11.4 Work Shift. An employee's shift is defined as scheduled working hours within a workday.

11.4.1 Short term, temporary shift reassignments may be made when the Employer determines that an emergency exists. Under those circumstances, the Employer shall give the employee a minimum of four (4) hours' notice prior to the start of the new shift. If such notice is less than four (4) hours, the Employer shall pay the employee according to callback pay provisions of 12.4 of this Agreement.

Emergency. An emergency is defined as a natural event or unexpected circumstance, of a limited duration, which necessitates the Employer to change schedules on short notice to address essential operational or service needs on an immediate basis.

11.4.2 For the purposes of administering shift differential, shifts are defined as follows:

Day Shift: (second shift):	6:00 a.m. to 5:00 p.m.
Swing Shift (third shift):	3:00 p.m. to 12:00 a.m.
Graveyard Shift (first shift):	10:00 p.m. to 6:00 a.m.

Not all day, swing, or graveyard shifts will be within the specific shift start and end times noted above; however, if more than 50% of a shift is scheduled in either the swing or graveyard shift, it will be eligible for shift differential. Shift differential rates are detailed in Article 12.6 within this Agreement.

11.4.3 Regular assignments to openings on shifts and/or work schedules will be made based on Workgroup Seniority when the employee meets the qualifications of the new shift and/or work schedule and the Employer's work needs. A regular assignment is one with no end date or one which is expected to last over thirty (30) days. If the most senior employees decline, then the least senior qualified employee shall be assigned.

11.5 Rest Periods. Each employee shall be given a twenty-minute (20) paid rest period in the first half of the working shift and a twenty-minute (20) paid rest period in the second half of the working shift, and an unpaid lunch period during the shift. Such periods begin when the employee leaves the work site and ends upon his return to the work site.

ARTICLE 12. RATES OF PAY

12.1 Wages. Effective January 1, 2021: All bargaining unit employees shall receive a two percent (2%) increase to their current wage rate and which shall be set forth in Appendix "A" to this Agreement.

The 2021 wage increase shall be paid retroactive to January 1, 2021.

Salary schedules for covered classifications will be adjusted by two percent (2%). Salary adjustments shall be calculated from step 1 of range 1.

12.1.1 Payroll Periods

The pay periods and pay dates will be as follows:

Pay Period	Pay Date
1 st through 15 th	25 th
16 th through end of month	10 th

Employees will be paid a monthly salary which shall be split equally between the two (2) pay periods. Timesheets submitted in error will be corrected on the following pay check.

12.2 Salary Step Plan. Newly Hired or Rehired Employees will move through the defined salary steps on an annual basis based on the date of hire or rehire.

12.2.1 Newly Hired or Rehired Employees. Employees will move through the defined salary steps on annual basis based on the adjusted salary review date. For example, if an employee is hired between the first (1st) and the fifteenth (15th) of the month, the pay adjustment would be on the first (1st) day of the current month. If an employee is hired between the sixteenth (16th) and the end of the month, the adjustment would be on the first (1st) day of the following month.

12.2.2 Promoted Employees. At the time of promotion, employees will move to the first step in the range of the new class which results in an increase of at least 5%. Upon successful completion of a promotional probationary period, the employee's salary shall be increased to the next step of the new range on the adjusted salary review date and annually thereafter up to the top of the range. In no event shall a promoted employee's salary be less than the starting pay of the salary range for the new class, nor in excess of the highest step of the regular salary range for the new class.

12.2.3 Demoted Employees. Employees who voluntarily demote (defined as voluntarily applying for and accepting a position in a lower pay range) will be placed in the appropriate pay range for the new classification that results in the least amount of pay reduction, but not above the top of the new range. If an employee is not at the top step, their next step date will be one-year from the demotion date.

For example, an employee is currently at step 5 and is eligible for step 6 on November 1st, but they voluntarily demote to a new position on August 1st. Their next step date will be reset to one year later, August 1st, and each August 1st, thereafter until reaching the top step.

12.2.4 Laterally Transferred Employees. Employees who voluntarily take a lateral transfer (defined as voluntarily applying for and accepting a position in the same pay range) will remain at their same step. In an employee is not at the top step, they will retain their next step date.

For example, an employee is currently at step 3 and is eligible for step 4 on November 1st, but they laterally transfer to a new position on August 1st. They will continue to be eligible for their next step increase on November 1st, and each November 1st, thereafter until reaching the top step.

12.2.5 The hourly rate of the employee will be their monthly base rate multiplied by twelve (12) months and divided by 2,080 hours. This rate multiplied by eight (8) hours (or ten (10) hours, if applicable) will be the daily base rate; multiplied by forty (40) hours will be the weekly base rate; and multiplied by 173.3 hours will be the monthly base rate. For purposes of overtime calculations only, the employee's hourly base rate shall be calculated using all compensation required by FLSA.

12.3 Callback Pay

Employees who have completed their regular shift and are on the way home, or are at home, and who are required to work other than a continuation of their shift shall be paid at double their base rate of pay for hours worked. Any callback pay shall be for a minimum of two (2) hours, during which time the Employer may provide and require work of the employee called back. Callback commences when an employee receives a call requiring them to return to work, provided the employee leaves their location to respond within twenty (20) minutes of receiving the call.

Once callback has commenced, if a second call is received while the employee is responding to the initial call, or within the two hours of the first call, the second call is a continuation of the first callback. It is not a separate callback instance. If, however, a subsequent call is received after the first two-hour callback, the employee is eligible for an additional minimum of two (2) hours of pay, during which time the Employer may provide and require work of the employee called back.

If an employee works more than two hours to resolve a call, callback ends when the employee reaches their car to return home. If the job is completed in less than two hours, the employee should record the actual time but will be paid the two (2) hour minimum.

12.4 Overtime and Callback Time

All scheduled overtime and/or callback time shall be offered based on a workgroup seniority, starting with the most senior qualified person. When the workgroup seniority list is exhausted, the Master Seniority list will then be used starting with the most senior qualified person. The most senior employees have the option as to placement on the call out list. Scheduled overtime may also be filled using employees from outside the Department as needed to meet staffing demands. Seniority for purposes of the workgroup overtime assignments is workgroup seniority and for all other situations is City seniority.

The requirement to offer overtime and/or callback time based on seniority does not apply to project specific overtime and/or callback where specific employee(s) are assigned to the project or work and their familiarity with the project is in the best interest of the public for providing efficient and effective service. In these instances overtime and/or callback time will be first offered to the employee(s) assigned to the project.

Unanticipated and unscheduled overtime which extends beyond the end of a shift for the crew working on a specific project will be offered first to the appropriate and qualified Union member(s) at the site working on the project at the end of the shift.

In workgroups that have an employee receiving standby pay per Article 12.4.2 in this Agreement, the initial call will go to the employee carrying the pager who will be responsible for the call. Callback pay shall be paid in accordance with Article 12.4 within this Article and overtime shall be paid in accordance with Article 12.5 within this Article.

Temporary or seasonal workers (as defined in Article 28 within this Agreement) will not be allowed to work scheduled overtime until regular full or part-time employees within that work unit have had the opportunity to work the overtime. The Employer will make a good faith effort to notify regular employees of overtime opportunities before such work is offered to temporary workers. This will not preclude temporary or seasonal workers from working overtime which extends beyond the end of their shift or emergency situations.

12.4.1 Telephone Calls at Home After Hours

Employees who are required by the Employer to answer work-related questions by telephone when they are not at work shall be paid for time actually spent on the telephone at the rate of one-and-one-half (1 ½) their normal base rate calculated to the nearest quarter hour, with a quarter (1/4) hour minimum.

12.4.2 Stand-by Pay

If the Employer requires an employee to carry a pager or cell phone in order to respond to off duty call-outs the employee carrying the pager or cell phone while off duty shall be compensated at a flat rate of one hundred and fifty (\$150.00) dollars per week or twenty-one dollars and forty-three cents (\$21.43) per day.

The employee on standby must be fit for duty and able to reach the assigned duty station in forty (40) minutes. This does not apply to the Operations' Technical Rescue Team which is covered by an existing Memorandum of Understanding.

12.5 Overtime Compensation

The Employer will attempt to meet its overtime requirements on a voluntary basis among the employees and in the event there are insufficient volunteers to meet the requirements, the Employer may require the necessary employees to work.

12.5.1 Overtime compensation will start any time an employee is required to work beyond the end of their shift (typically eight (8) hours or ten (10) hours per shift) and will be compensated to the nearest quarter hour, at one and one-half (1 ½) times the regular rate of pay for the first eight (8) hours of overtime and thereafter at double time. Employees shall have the option to flex their schedules within the defined work week, without incurring overtime, as long as it is mutually agreed upon in advance.

12.5.2 Any employee required to work on their first day of rest, or their first and second day of rest in the case of employees who have three (3) consecutive days of rest, shall be compensated at one and one-half (1 ½) their regular rate of pay.

12.5.3 Any employee required to work on their second day of rest, or their third day of rest in the case of employees who have three (3) consecutive days of rest, shall be compensated at two (2) times the regular rate of pay, unless the employee

voluntarily chose this day of work, in which case the employee shall be compensated as outlined in 12.5.2 within this Article.

12.5.4 All overtime compensation shall be paid in compliance with the requirement of the Federal FLSA and applicable Washington State laws.

12.5.5 Employees may accrue compensatory time off in lieu of overtime compensation. The decision to grant compensatory time as an alternative to paid overtime shall be at the Employer's discretion. Compensatory time off shall be accumulated at the same rate as overtime compensation would have otherwise been paid (i.e., time and one-half (1 ½) generally, except for work in the employees' second day of rest, or third day of rest for employees with three (3) consecutive days of rest.) The maximum accrual shall be the same as non-union employees but shall not drop below eighty (80) hours. Employees will be allowed to use accrued compensatory time off by mutual agreement with their supervisor and subject to any restrictions for use established under the Fair Labor Standards Act (FLSA).

12.6 Shift Differential Pay

Any employee whose regularly scheduled shift is the third shift (swing shift) as defined in Article 11.4.2 within this Agreement shall be paid a shift differential of one dollar and seventy-five cents (\$1.75) per hour for hours worked; any employee whose regularly scheduled shift is the first shift (graveyard) as defined in Article 11.4.2 within this Agreement shall be paid a shift differential of two dollars (\$2.00) per hour for hours worked. Requested assignments made to accommodate an employee's personal situation do not qualify for shift differential.

12.7 Working Out-of-Classification

12.7.1 An employee who is temporarily assigned by management, in writing, to perform the principle (of full range) of the duties and responsibilities of a higher level position, without significant supervision, shall be paid either at a rate five percent (5%) above their current rate of pay (not to exceed the top of the range of the out-of-class assignment), or at the entry rate of the higher job class, whichever is greater.

12.7.1.1 An employee must be assigned for a period of (3) three or more consecutive work days to receive out-of-class pay. The out-of-class pay shall be paid beginning with the first hour. The same employee shall not be assigned to the higher level duties for more than six (6) consecutive months unless specifically approved by the City Manager for extenuating circumstances. The Union will be given notice when management anticipates that an employee will be performing the principle duties of a higher classification for more than thirty (30) days.

12.7.2 The out of class rate of pay shall apply for that time actually worked in the higher class. Periods of paid leave during the out-of-class assignment shall be compensated at the employee's normal rate of pay. Following a paid leave, the

out-of-class pay shall resume on the first day returned, provided that the leave is for not more than fifteen (15) consecutive working days and the employee returns to the out-of-class assignment on the first day returned.

12.7.3 A position may be career developed, up to a maximum of one (1) year.

12.8 Market Study

During the life of this agreement, should the City perform a market study on wages, if any classification falls above or below ninety percent (90%) of the market rate, the parties agree to meet and confer on those classification(s).

ARTICLE 13. LEAVE BENEFITS

13.1 Paid Time Off (PTO). Employees shall accrue paid time off (PTO) in accordance with the schedule in Appendix B to this Agreement, to be used for vacation, illness or personal business.

13.1.1 Part-time employees assigned to a 0.50 – 0.99 FTE position will accrue PTO hours on a pro-rated basis to a pro-rated maximum.

Bereavement leave and military leave are separate categories as specified in 13.3 and 13.4 of this Article.

13.1.2 Employees may begin using accrued PTO hours as soon as the hours are earned in said bank. PTO hours accrued in a pay period cannot be used in the same pay period in which time is earned, i.e. PTO hours accrued in the 1st through the 15th pay period cannot be used until the 16th through the end of the month pay period and so forth.

An employee shall be paid for all earned and accrued PTO hours, as outlined in Appendix B to this Agreement, at the employee's current rate of pay when they terminated employment. All leave time may be used in a minimum of thirty (30)-minute segments.

13.1.3 All requests for PTO must be requested in advance and approved by the Supervisor.

PTO scheduling within the department, division or workgroup shall be based on City seniority. PTO scheduling may occur based on established guidelines within individual departments, divisions, or workgroups. These guidelines must be agreed to by the majority of the affected workgroup and approved by management.

If there are no existing PTO guidelines for a division, department or workgroup or the said group(s) do not agree to the established guidelines as outlined above, then this alternative must be used:

- a. Allow for one or more rounds of PTO scheduling within a workgroup, which will be scheduled based on City seniority.
- b. PTO shall be limited up to ten (10) working days, of which at least five (5) working days shall be contiguous for the first selection round.
- c. After the round(s) of scheduling, additional PTO requests shall be submitted with at least five (5) working days advance notice, when possible. Those requests will be considered on a first come, first served basis. Once an employee's PTO has been scheduled and approved, more senior employees may not bump the PTO of less senior employees.

13.2 Paid Leave while on State and Federal Protected Leave

If an employee is on authorized leave which qualifies as protected under applicable State and Federal leave laws, the employee shall use existing grandfathered sick leave, compensatory time, and/or PTO with the choice of which category to draw on first at the employee's option.

13.3 Bereavement Leave. A maximum of forty (40) hours (pro-rated based on FTE) of bereavement leave shall be allowed when there is a death in an employee's immediate family.

13.3.1 Immediate family is defined as spouse, domestic partner, child, mother, father, brother, sister or step family, aunt, uncle, niece or nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparents and grandchildren, and grandparents and grandchildren of the spouse or members of the employee's household. It is understood that the policy extends to similar members of a domestic partner's family as detailed above, so long as the employee has an active "Declaration of Domestic Partnership" on file in Human Resources prior to the death.

Bereavement leave in excess of the durations identified above may be charged to an employee's PTO account, if applicable under FMLA or as required by law, with the approval of the Supervisor.

The City reserves the right to require documentation of the death and/or any other time taken related to a death.

If any employee is on an approved leave of absence at the time of a death, they will be eligible for bereavement benefits if they are receiving at least fifty (50%) percent of their normal semi-monthly compensation from the City. Otherwise, the employee is not eligible for bereavement leave benefits.

Any observed holiday occurring during the bereavement leave shall be paid as a holiday.

13.4 Military Leave. The Employer abides by the provisions of the laws of the State of Washington and the Federal USERRA laws which stipulates that employees who are members of the National Guard or Federal Reserve Military Units are entitled to be absent from their duties for a period of up to twenty-one (21) days with pay during each military calendar year (October 1 through September 30) while engaged in the performance of ordered military duty and while going to or from such duty.

13.5 Family Leave – FMLA. Under the terms of the Family and Medical Leave Act of 1993 (FMLA) and the state law, upon the completion of one (1) year of employment, any employee who has worked at least one-thousand two-hundred fifty (1,250) hours during the prior twelve (12) calendar months shall be entitled to up to twelve (12) weeks of leave in accordance with FMLA and based on a rolling twelve (12) month period for specified family and medical reasons as required by the FMLA.

13.6 Pregnancy/Childbirth Disability Leave. When required by Washington State law, the Employer will grant a leave of absence for the period of temporary disability because of pregnancy or childbirth.

ARTICLE 14. HOLIDAYS

14.1 The following days are recognized as legal paid holidays for which time off is to be granted:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Fourth Friday in November
Christmas Day	December 25

14.2 Any of the above holidays which fall on a calendar Saturday shall be celebrated on the previous Friday; any of the above holidays which fall on a calendar Sunday shall be celebrated on the following Monday. For those employees scheduled in a 24/7 unit, the holidays will be recognized on the actual legal holiday.

14.3 Any employee who works on a recognized holiday (whether it be their normally scheduled day, or because they are asked or required to work that day) will receive 8 hours of

holiday pay (pro-rated for part-time) or by mutual agreement between the supervisor and employee, be allowed to bank those eight (8) hours of holiday pay provided the use will not create overtime, and will receive time and one-half (1 ½) for all hours worked on the recognized holiday.

14.4 Any employee who is on medically authorized leave when a holiday occurs will receive eight (8) hours of holiday pay (pro-rated for part time) and will not have their PTO leave accrual charged.

14.5 Any employee who does not work on a recognized holiday (whether it is a normal day off or because their work location is closed) will receive 8 hours of holiday pay (pro-rated for part-time)

14.6 Any employee for whom a holiday falls on their normal day off shall be granted eight (8) hours into a holiday bank and may schedule the time off in the future on a day mutually agreed upon by the supervisor and the employee.

14.7 All accrued holiday bank time as of the end of the year shall be automatically paid out to the employee on the employee's January 10th paycheck.

ARTICLE 15. EMPLOYEE INSURANCE

15.1 Employees covered by this Agreement will be provided insurance benefits as follows:

15.2 Life Insurance. Each employee shall receive a life insurance policy in an amount equal to 100% of the employee's annual salary, rounded to the next higher multiple of \$1,000. In addition, employees shall have the option of choosing dependent and/or additional life insurance on a payroll deduction basis.

15.3 Long Term Disability. Regular full-time and half-time bargaining unit employees will be covered by a City-paid group long-term disability insurance policy.

15.4 Health Insurance. During the term of this agreement, Western States Health & Welfare Trust Fund of OPEIU will provide medical, dental and vision benefits to employees and their dependents. All health insurance decisions, including, but not limited to, the level of coverage, who qualifies for coverage, and the amount to be paid by employee's, their spouses, qualified domestic partners, and dependents, will be made by the Trustees of the Trust. It is agreed that the City is not taking any claims risk, and the sole responsibility of the City is to pay the agreed-upon Trust contributions. All decisions related to the medical, vision and dental benefits for Trust participants and their beneficiaries will be made by the Trustees of the Trust. The parties recognize the Trust will incur administrative expenses, related to providing such coverage and the Trust Agreement allows the Trust assets to be used for such purposes. The Trust will contract with a licensed third party administrator ("TPA"), as may be needed to administer the Trust.

15.4.1 Health Insurance Eligibility

15.4.1.1 Eligible employee's coverage under the Trust will begin on the first day of the month following their date of hire into a position covered by OPEIU Local 11.

15.4.1.2 Employees who have other group health coverage may 'opt-out' of the Trust's coverage and be eligible for a taxable cash payment directly from the City. The Trust/TPA will be responsible for administration and will notify the City within fourteen (14) days of an employee's written opt-out. The 'opt-out' payment will be \$230 per month and will be pro-rated for part-time employees based on their FTE. Any part-time employee as of 12-31-2016 will be grandfathered at the full-time employee rate. This grandfathering will end at such a time as the part-time employee moves into any other City position.

15.4.2 Trust Contributions.

15.4.2.1 Contributions are to be made to the Trust by the 10th day of the month for each bargaining unit employee who is enrolled for coverage as of the first of that month.

All payments shall be used for the provision of health care benefits and other benefits that are permitted under the rules and regulations of the Internal Revenue Service adopted pursuant to Code Section 501 (c)(9).

15.4.2.2 Beginning January 1, 2021 and for the term of the contract, the City contribution for each covered employee per month will be \$1,325.00. No later than November 1 of each year based on OPEIU current medical census data, the City will calculate on the basis of the exact same amount the City would pay for health care coverage for unit employees, their spouses, qualified domestic partners, and dependents (excluding amounts paid by employees) a composite rate for OPEIU members. If the calculated composite rate exceeds the Trust contribution of \$1,325, the City will make an adjustment to its contribution to the Trust equal to the City's calculated composite rate, not to exceed an annual increase of more than 5 percent.

The City's contribution will remain at the calculated 2021 rate, with no annual adjustment applied, in the event a successor agreement is not reached prior to January 1, 2022. The City will continue to contribute the calculated 2021 rate, with no annual adjustment applied until a successor agreement is reached.

If the Employer contribution is less than the Trust's premium, it shall be the obligation of the employees covered by this Agreement to contribute the difference.

15.5 All employee premiums will be paid using pre-tax dollars under the City's flexible benefits plan unless an employee elects to waive payment through the flexible benefits plan.

15.6 Employees will have the option of participating in Flexible Spending Accounts (FSAs) for reimbursable medical costs and/or for dependent care costs.

15.7 The medical, dental and vision insurance premiums as detailed in Section 15.4 within this Article for regular part time employees shall be paid by the Employer at a pro-rated amount based on the employee's budgeted FTE (full-time equivalent). Any part-time employee as of 12-31-2016 will be grandfathered at the full-time employee rate (including increases and/or decreases in future years). This grandfathering will end at such time as the part-time employee moves into any other City position. If any part-time employee is opting out of insurance as of 12-31-2016 and wishes to opt back into the insurance at a later date, they will not be grandfathered and will pay the then current full pro-rated amount based on their FTE.

15.8 Legal. In the event the Trust has insufficient assets to perform its obligations, under this Agreement, the Union will defend, indemnify and hold harmless the City from any and all liability that relates in any way to the operation of the Trust.

The Union will provide the City with sufficient information to meet its bargaining obligation consistent with RCW 41.56, concerning the ongoing operation of the Trust.

ARTICLE 16. MEDICAL EXAMINATION

The parties recognize that employees have a responsibility to report for work fit for duty.

16.1 To ensure physical and mental fitness, the employee may be required to provide to the Employer a fully completed certification from a medical and/or psychological provider on a City provided form of the employee's fitness to perform the specific duties of their job or light duty alternative before returning to work.

16.2 The Employer also has the right to send employees for medical and/or psychological examinations at the City's expense for additional certification of fitness for duty whenever the Employer reasonably believes that the employee is not fit for duty or may be a danger to themselves or others.

16.3 The City shall comply with all applicable confidentiality laws associated with any employee medical information.

ARTICLE 17. RETIREMENT PLAN

17.1 All eligible employees and the Employer shall participate in the Washington Public Employees Retirement System (PERS) to the extent provided for by Washington State law.

17.2 Employees shall have the option of investing in the City's Deferred Compensation Plan.

ARTICLE 18 TRAINING PROGRAM

18.1 Training shall be scheduled by the Employer. Time spent in training shall be paid in compliance with the requirements of the Federal FLSA and applicable Washington State law.

If the employee receives notification of essential certification requirements from the certifying agency, the employee has a responsibility to inform the Employer in a timely manner. City required safety and health trainings are not covered by this employee notification requirement.

18.2 Every effort will be made to schedule required training during on-duty time. Personnel may be scheduled and required to attend training outside of their normal shift.

18.3 Employees who desire tuition aid for specialized individual training or academic training may submit their request in accordance with City of Vancouver Policies and Procedures.

18.4 Any employee required to possess a certification for their position shall obtain such certification within the timeline established by the job announcement and/or offer letter, and shall maintain such certification during their tenure in such position. Failure to either obtain or maintain required certification(s) may be grounds for actions pursuant to Article 23, Employee Discipline and Termination, of this contract if the Employer has fulfilled its responsibility in accordance with subsections 18.1 and 18.2.

ARTICLE 19. CLOTHING AND SAFETY EQUIPMENT

19.1 The Employer shall purchase and replace such clothing, uniforms, and other equipment as designated by the department head, and shall make all necessary replacements as the need arises. All uniforms or equipment being replaced shall be returned to the Employer at the time of replacement.

19.2 Employees agree to maintain all clothing and equipment in good condition and not subject it to abuse beyond the regular call of duty.

ARTICLE 20. DRIVER'S LICENSES

20.1 For those employees who must drive vehicles to carry out their job as determined by the Employer, if any employee has their driver's license revoked or suspended for one-hundred twenty (120) days or less, then the Employer will make a reasonable effort to reassign the employee to jobs not requiring driving. If such reassignment is not practical, the employee shall be suspended without pay. The employee may elect to take other appropriate available leave (accrued PTO or compensatory time) in lieu of suspension without pay. If the employee's driver's license is revoked or suspended for more than one-hundred twenty (120) days, then the Employer shall make a reasonable effort to reassign the employee. If such reassignment is not practical, the employee shall be immediately discharged.

20.1.1 If an employee has been discharged from employment with the City for the loss of their required driver's license and is actively appealing the basis for the loss through the justice system, the City will consider the employee eligible for appointment to the next available position for which they are qualified if their appeal is successful and their required driver's license is reinstated within one year from the date of loss. An employee receiving an appointment to a position will return with the seniority and accrual rates that they had at the time they were discharged. Only employees who fit this specific criterion will be given this consideration.

20.2 Notwithstanding the provision of Section 20.1 above, the Employer retains the right to pursue actions under Article 23 within this Agreement for inappropriate workplace behavior which results in an employee's driver's license being revoked or suspended.

20.2.1 If an employee in a job which requires a driver's license has their license revoked or suspended for medical reasons, the Employer will make a reasonable effort to reassign the employee to duties which do not require a driver's license and for which the employee is qualified. The Employer will not create work or a position to accommodate the employee. If the Employer is not able to find existing work to which the employee can be assigned, then the employee may be separated from employment in accordance with public laws, this contract and City policies.

ARTICLE 21. MILEAGE REIMBURSEMENT

21.1 Mileage Reimbursement. Some jobs may require the use of an individual employee's automobile. In the event this is required by the Employer, it will pay the employee a mileage reimbursement at the rate established by the Internal Revenue Service.

21.2 Parking Rates. City employees who work in the downtown area pay for parking in City-owned or -operated lots or on permitted street spaces. The rates below are applicable to those employees who currently work downtown or who will work downtown in the future.

21.2.1 City-Owned or -Operated Lot Rates and On-Street Parking. With respect to all parking options, city employees will be expected to pay the prevailing parking rates.

21.2.2 Payment of Parking Fees. City work locations in the downtown area require employees to pay for parking should they want to park in a City owned or operated lot or in a permitted on-street parking space. Employees not currently paying parking fees because of their work location or commuting choice are subject to paying fees if their work location or commuting choice changes to one where parking fees are in effect. Conversely, employees who currently work in the downtown area and pay for parking will not be subject to that requirement should they relocate to an area where parking fees are not charged.

21.3 Commute Trip Reduction. The City participates in a Commute Trip Reduction (CTR) program and encourages employees to use alternate modes of transportation to get to and from

work. For employees who use alternate modes of transportation for their work commute at least sixty percent (60%) of their scheduled work time (based on mandatory monthly self-reporting), the City will provide:

- a. a taxable cash incentive twenty-five dollars (\$25) per month for bicycling, walking, or carpooling to work; or
- b. one hundred percent (100%) of the cost of a bus pass; or
- c. the option of a vanpool and will pay a variable amount (amount depends on the numbers of participants) to participating employees.

21.3.1 Incentives are currently available to all participating employees, regardless of their current work location.

21.3.2 Because the CTR program is funded at a specific level, should the demand for incentives exceed the annual budget availability, the City may have to reconfigure incentive amounts and participation parameters. Should that situation arise, the City will meet with the Union to discuss proposed changes.

ARTICLE 22. GRIEVANCE PROCEDURE

22.1 Definition. For purposes of this Agreement, the term “grievance” means any dispute between the Employer and the Union or an employee concerning the application or interpretation of the terms of this Agreement. If the grievance involves a disciplinary matter, either the employee or the immediate supervisor may waive Step 1 of the grievance procedure under Section 22.2 within this Article.

22.2 Procedure. Notwithstanding the grievance procedure listed below, the Employer and Union agree that it is in their mutual best interest to resolve disputes as early and informally as possible. Employees are encouraged but not required to first meet with their immediate supervisor. Every effort shall be made by both parties to reach an agreeable resolution promptly at each step of the grievance procedure.

Should there be a grievance, it shall be processed in accordance with the following steps:

Step 1. A grievance shall first be presented in writing to the Supervisor in charge of the work being carried on by the aggrieved employee within ten (10) working days from the date the employee had knowledge or should have had knowledge of the alleged breach or violation of this Agreement.

The written grievance shall:

1. Set forth the section(s) of the Agreement allegedly violated and state the nature of the violation.
2. Indicate the date(s) of the incident(s) grieved.

3. Specify the remedy or solution to the grievance sought by the Union and/or employee(s).
4. Identify the grievant(s) and be signed by the grievant(s).

The employee and the Steward or Union Representative shall meet with the immediate supervisor within ten (10) working days of the supervisor's receipt of the grievance.

Within ten (10) working days after the date of the Step 1 meeting, the supervisor shall mail, email or hand deliver a copy of their decision to the aggrieved employee(s), the employee's manager and the Union.

Step 2. Should the grievance remain unresolved, the Union shall, within ten (10) working days of the mailing, emailing or hand delivery of the Step 1 response, deliver an appeal of the Step 1 decision in writing to the immediate supervisor's manager.

The immediate supervisor's manager and supervisor shall convene a meeting with the aggrieved employee(s) and the Steward and/or Union Representative within ten (10) working days of the receipt of the Step 1 appeal. The immediate supervisor's manager shall make a decision on the matter within ten (10) working days of the Step 2 meeting. Copies of the written decision shall be mailed, emailed or hand delivered to the aggrieved employee(s), the Union and the Department Head.

Step 3. If the grievance remains unsolved after the decision has been rendered in Step 2, the Union shall, in writing, deliver an appeal of the Step 2 decision to the Department Head within ten (10) working days after mailing, emailing or hand delivery of the decision reached in Step 2. The Department Head and manager shall convene a meeting of the aggrieved employee and the Steward and/or Union Representative within ten (10) working days of receipt of the written grievance and shall render their decision within ten (10) working days of such meeting. Copies of the written decision shall be mailed, emailed or hand-delivered to the aggrieved employee, the Union and the City Manager.

Step 4. If the grievance remains unresolved after the decision has been rendered in Step 3, the Union Representative shall, in writing, deliver an appeal of the Step 3 decision to the City Manager or their designated representative, with a copy to the department head, within ten (10) working days after mailing, emailing or hand delivery of the decision reached in Step 3. The City Manager or their designee shall convene a meeting of the aggrieved, the Union Representative, the department head, and other directly involved individuals as determined by the parties to be appropriate, within ten (10) working days of receipt of the written grievance and shall render their decision within ten (10) working days of such meeting. Copies of the written decision shall be mailed, emailed or hand-delivered to the aggrieved employee(s), the Union and the department head.

- 22.2.1 The Union Representative will attempt to explain to management why the grievance is still unresolved as it moves up the steps toward arbitration, but the explanation will not have merit as to the step advancement.

22.3 Arbitration. If the grievance remains unresolved after a decision is rendered in Step 4 above, it may be submitted by the Union to a mutually acceptable arbitrator as hereinafter provided. If the Union wishes to proceed to arbitration, such notice must be provided by the Union to the City Manager within fifteen (15) working days following the Union's receipt of the City Manager's decision as outlined in Step 4.

22.3.1 Unless otherwise agreed by the parties, challenges to the procedural arbitrability of a grievance will be resolved in a proceeding separate from and prior to arbitration on the merits of the grievance. Within fourteen (14) calendar days following the receipt of an arbitrator's decision ruling that a challenged grievance is subject to arbitration, the parties will begin the process described below to select an arbitrator to rule on the merits of the grievance.

22.3.2 Should the grievance be submitted to arbitration; the parties shall mutually select a disinterested third party to serve as arbitrator. In the event the Employer and the Union are unable to agree on an arbitrator, the arbitrator shall be selected by the process of alternately striking from a panel of seven (7) arbitrators from the Pacific Northwest region as furnished by the Federal Mediation and Conciliation Service (FMCS) or other mutually agreed to similar organization. The Union shall strike the first name. The request for an arbitrator shall state the general nature of the issue. The City and the Union will jointly share the fee for selection and services of an arbitrator. Each party shall pay the fees and expenses of their own attorneys, representatives and witnesses.

22.3.3 The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and/or the Union, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the specific terms of this Agreement and shall not have jurisdiction to add to, detract from, or alter in any way, the provisions of this Agreement.

22.3.4 A decision within the jurisdiction of the arbitrator shall be final and binding upon all parties.

22.4 Group Grievances. A grievance that involves or affects a significant portion of the employees in the bargaining unit may be introduced by the Union in written form to the department head as set forth in Step 3 of the grievance procedure, and proceed as set forth from that point.

22.5 Time Restriction. If the grievance is not advanced in accordance with the time limits set forth within the procedure, the grievance shall be considered non-submitted or resolved on the basis of the Employer's last response. A grievance not responded to by the Employer within the prescribed time limits shall be granted, provided that the remedy sought conforms to the provisions of this Agreement and applicable laws. The parties may mutually agree in writing to extend the time limits for filing a grievance, advancing, or responding to a given step for a

specified period of time. All references to days in this Article shall mean “working days” as in a typical work week of Monday through Friday.

ARTICLE 23. EMPLOYEE DISCIPLINE AND TERMINATION

23.1 The Employer may discipline or terminate any newly hired or rehired employee at any time during the initial probationary period, with or without cause, and such discipline or termination shall not be subject to the grievance procedure as outlined in Article 22 within this Agreement.

23.2 The Employer may, in good faith for just cause, take disciplinary action by written reprimand, suspension, transfer, delay of step increase, demotion or termination. The degree of discipline administered shall depend on the severity of the infraction.

23.3 The Employer shall not take any disciplinary action as defined in this section without giving the employee the right to have a Union representative present. If an employee(s) is requested to attend any meeting for the purpose of investigation, where such investigation may lead to discipline or termination of that employee, that employee(s) will be informed of their right to have Union representation present before such meeting is to take place. The employee shall be provided a letter setting forth the reason(s) for such action at the time such action is taken or shortly thereafter.

23.4 Employees shall be given the opportunity to read and answer all disciplinary letters before placement of such material into their personnel file and will be requested to sign such letters. Signature thereon shall not be construed as admission of guilt or concurrence with the discipline, but rather an indication that the employee has seen and comprehends the gravity of the disciplinary action.

23.5 Copies of written reprimands and other disciplinary letters will be provided to the Union. After six (6) months, copies of written reprimands will be used only to indicate trends of behavior which may lead to discipline and/or termination of employment.

23.6 The Employer shall not utilize formal written peer performance evaluations for the purpose of discussing or imposing disciplinary actions.

ARTICLE 24. PERFORMANCE EVALUATIONS

24.1 Each employee’s job performance shall be reviewed and evaluated at least annually.

24.2 Performance evaluations are not disciplinary and are not subject to the grievance procedure.

24.3 An employee may append their written comments to the performance evaluation report. Employee comments must be attached and submitted with the signed performance evaluation to Human Resources.

ARTICLE 25. LAYOFF, ALTERNATIVES TO LAYOFF AND RECALL

25.1 Layoff. Layoffs or reductions in full time equivalent (FTE) positions (including transfers for this purpose and reduction in hours) may be undertaken by the City due to budgetary reductions, organizational restructuring, lack of work, reduction or elimination of funds, material changes in duties or organization, reduction-in-force or workload, or in the interests of economy or efficiency.

25.2 Alternatives to Layoff. The City will attempt to avoid layoffs and whenever possible to consider alternatives to layoffs before final decisions are made.

At the discretion of the City, these considerations may include:

- a. Termination of temporary, seasonal, newly hired probationary employees and part-time employees in the job classification, work group, division or program areas being reduced.
- b. Transfer or voluntary demotion to a vacant, available position. An employee may be eligible for a transfer provided that they meet the qualifications for the job. If more than one employee is eligible for transfer or demotion, it shall be based on seniority in accordance with Article 9.2 within the Agreement.
- c. Temporary reduction of work hours including reduced work weeks and furloughs.

25.2.1 Definitions of Alternative to Layoff

- a. Transfer. (moves laterally) – The movement from one position within a job classification to another position within the same classification or from one position to a position with a different classification in the same pay range. A transferred employee would be placed at the same step in the same range as the position that they transferred from and may serve a probationary period. Terms and conditions of transfers are provided in Articles 8.3 and 9.5 within this Agreement.
- b. Voluntary Demotion. The movement from a higher paid job classification to a lower paid job classification. An employee accepting a demotion may serve a probationary period and would be placed at the top step of the lower job classification range or the step in the job classification range that provides the least amount of decrease in pay. Terms and conditions of demotions are provided in Articles 8.2 and 9.5 within this Agreement

25.3 Layoff Process. Generally, after the City has identified the department, division, program area, workgroup, or job classification being reduced, layoffs will be made as follows:

- a. Temporary, seasonal, newly hired probationary employees and part-time employees shall be laid-off prior to regular status, full-time employees.
- b. The order in which employees will be laid off shall be determined based on seniority in accordance with Article 9.2 within the Agreement
- c. Any exception to this will be mutually agreed to by the Union and the City.

25.4 Bumping Rights. When an employee is identified for a layoff or reduction-in-force, they shall be permitted based on bargaining unit seniority to move into a job or classification which they currently hold or have previously held, provided that the employee meets the qualifications for the job.

In doing so, they may “bump” only into the position held by the least senior employee in that job or classification, not any less senior employee within the bargaining unit. For purposes of bumping, seniority is based on time spent within the bargaining unit. Bumping may only occur within the same bargaining unit.

25.4.1 The rules for layoff and bumping for Support Specialists are outlined in Appendix “C” to this Agreement.

25.4.2 The rules for layoff and bumping for Engineering Technicians are outlined in Appendix “D” to this Agreement.

25.4.3 Layoff and bumping for a Civil Service position shall be based upon seniority within a civil service position. For purposes of layoff and bumping, a non-civil service employee cannot bump into a civil service position unless an employee meets minimum qualifications for the position and been certified into civil service.

25.5 Notice to Union. Representatives of the City and the Union shall meet within fifteen (15) working days after the City has officially determined that a layoff or reduction-in-FTE will affect any Union member. At this meeting, the City shall inform the Union of the details of the layoff and provide a current seniority list as well as any other relevant information.

25.6 Notice to Employees. Each employee to be laid off shall be given at least thirty (30) calendar days’ notice of layoff, with a copy to the Union. Employees who remain may be assigned to the additional duties of those lower classified positions that were laid off. Such a situation will not result in a decrease in pay or downward reclassification.

25.6.1 Once the City has notified the affected employee of layoff and there is an available vacant position or a position for the employee to bump into, if any, they must notify Human Resources in writing of their intent to accept a vacant position or exercise bumping rights within ten (10) working days of the initial layoff notice. If notification is not received within the allotted time, rights to

vacant positions or to bump shall be waived by the employee. The employee will subsequently be placed on the reinstatement list.

25.7 Probation Period. An employee who has transferred or voluntarily demoted as an alternative to layoff pursuant to 25.2(b) within this Article or has bumped into a new position as an alternative to layoff pursuant to 25.4 with this Article may serve a six (6) month probationary period. An employee who fails to perform the functions of the new position during probation will be laid off and will be placed on the recall list. Such employees will only be eligible for recall to the position from which they were laid off. Failure to pass probation for reasons other than performing the functions of the new position may result in termination in accordance with Article 23 within this Agreement.

25.8 Recall. Employees who have been laid off, transferred or voluntarily demoted as an alternative to layoff, are eligible for recall for a period of thirty-six (36) months following the date of layoff or reduction in FTE.

25.8.1 The names of persons laid off will be placed on a recall list. When a vacancy occurs in the same job classification for which there exists a recall list, the City will fill the vacancy using that list with the understanding that employees must meet the required minimum qualifications for the position to which they would be recalled into. If there is more than one employee on the recall list eligible for a vacancy in a particular job class, the City will use bargaining unit seniority as defined in 9.2 within this Article to determine who shall be offered recall. Recall notices will be sent by certified mail to the last address reflected in the employee's official personnel file.

25.8.2 When an employee is recalled within thirty-six (36) months to the job or classification, from which they were laid off, they will be placed into the same step occupied at the time of the layoff and will not serve an additional probationary period. Recalled employees will have their accrual rates restored to the same accrual rate as of the date of the layoff.

25.8.3 Reinstatement. Employees in a recall status may also apply and be considered for job openings outside their job classification prior to or after layoff. Any employee who is offered a job other than the position from which they were laid off within thirty-six (36) months of their layoff will be treated as a new employee and will serve a new probationary period.

Employees will also be placed into the salary schedule for the new position consistent with the applicable salary schedule or guidelines. Reinstated employees will have their accrual rates restored to the same accrual rate as of the date of layoff.

25.8.4 Once an employee on the recall list is offered recall, the employee must respond in writing to the City within fourteen (14) calendar days of the date of the notice,

unless extended by mutual consent. The employee shall be responsible for notifying the Human Resources Department of any change in their address or telephone number while on layoff status.

25.8.5 Benefit accrual and service credit will be discontinued while in layoff status of thirty (30) or more days. However, upon recall or reinstatement, an employee's previous hire date will be maintained, but the employee's service date and seniority dates will be adjusted to deduct the time spent in a layoff status.

25.9 Eligibility for recall/reinstatement ends if:

25.9.1 An employee refuses to accept an offer of recall to a position in the same classification as that from which they were laid off.

25.9.2 An employee fails to respond to an offer of recall within fourteen (14) calendar days following the date the offer is mailed.

25.9.3 The employee requests in writing to be removed from the recall list.

25.9.4 The employee resigns or retires.

25.10 Disputes regarding movement and/or reassignment under this Article may not be advanced beyond step 3 of the grievance procedure in Article 22 within this Agreement.

ARTICLE 26. CONTRACTING OUT/OUT

26.1 Should the City contract out or out-source work, which is currently being performed by Union employees, the City shall inform the Union and shall meet with the Union to impact bargain.

ARTICLE 27. VOLUNTEERS

27.1 The parties agree that the City of Vancouver may establish and fill volunteer (unpaid) positions so long as such positions do not result in the:

- a. layoff of regular staff, and/or
- b. non-reinstatement of regular staff.

27.2 The duties of volunteers shall be determined by the City of Vancouver. Duties performed on a regular basis by OPEIU members will not be performed by volunteers without written agreement by the Union. A description of duties performed by volunteers shall be available for review by the Union Representative.

27.3 No positions within the bargaining unit will be reduced and/or eliminated because of creating or filling volunteer positions. The City will not utilize volunteers in lieu of filling vacancies.

ARTICLE 28. TEMPORARY OR SEASONAL WORKERS

28.1 “Temporary or seasonal worker” for purposes of this contract shall mean one who is hired to work not more than 1,040 hours in any one specific classification in one specific department in any twelve (12) consecutive month period. Exceptions to this policy shall be mutually agreed upon by the Employer and the Union. The Employer will not rotate temporaries through the same position.

28.2 The intended use of temporary or seasonal workers by the Employer is to cover seasonal workloads and to fill unexpected vacancies created by a sudden increased workload, termination or disabilities of regular full-time employees. It is acknowledged that there will be exceptions to this policy. Exceptions to this policy shall be mutually agreed upon by the Employer and the Union.

28.3 The Employer will make all records of temporary or seasonal workers, the date they started, and total hours worked, available to the Union upon request.

ARTICLE 29. CONFLICT OF CONTRACT AND CITY EMPLOYMENT POLICIES

29.1 It is agreed that the intention of the parties to this Agreement is that this Agreement and all working agreements shall be consistent with the City employment policies and that where it is found that the provisions of such an agreement are in conflict with the City employment policies that the language of the agreement shall control.

29.2 Employees represented by this contract will be under the City’s Employment Policy Manual. It is the intent that departmental rules shall be superseded by the City’s Employment Policy Manual. If a situation occurs in which there is a difference between City rules/policies, and those of the department, Human Resources will meet with the Union and the affected department to reach a mutually agreeable solution.

ARTICLE 30. SEPARABILITY CLAUSE

30.1 If an article of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any article should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article.

ARTICLE 31. LABOR MANAGEMENT COMMITTEE

31.1 The Employer and the Unions have established a labor-management committee which will meet on a regular basis. The committee shall include up to four (4) bargaining unit

members, one (1) Union Staff Representative or Business Agent from each Union and not more than ten (10) management representatives. Topics for the agenda will be shared at least one (1) week before the meeting. Issues not covered by the contract, clarification of contract issues, various surveys and committee work related to mandatory bargaining subjects, and City employment policies shall be regular agenda items for this committee. In the Event that other Union(s) end their participation in the labor management committee, OPEIU Local 11's commitment to the labor management committee process will remain unaffected.

ARTICLE 32. CONTRACT AMENDMENTS

32.1 The parties agree that this Agreement may be amended in writing as agreed to by both parties without action of their respective legislative bodies, unless otherwise specified herein, including but not limited to amendment by Memorandum of Understanding or Memorandum of Agreement.

ARTICLE 33. TERMINATION AND RENEWAL

33.1 This Agreement and all attachments hereto shall be in full force and effect from January 1, 2021 through December 31, 2021, and shall continue in effect if renewed or extended by mutual agreement.

33.2 Not less than one hundred twenty (120) days prior to the end of the contract, either party may notify the other in writing of its desire to terminate or modify the Agreement.

33.3 Not later than September 15, 2021 the parties shall meet to negotiate a successor Agreement and meeting dates shall be scheduled by mutual agreement.

Dated this _____ day of _____, 2020.

**THE CITY OF VANCOUVER,
WASHINGTON**

**OFFICE & PROFESSIONAL
EMPLOYEES LOCAL 11**

Eric Holmes,
City Manager

Maureen Goldberg,
Executive Secretary Treasurer

Lisa Takach

Karyn Morrison,

HR Director

Union Representative

Olivia Glassow,
Union Representative

Dan Mattson, Union Steward

Brihtani Lassiter-Burgoyne, Union Steward

Angela Williams, Union Steward

Approved as to form:

Jonathan Young, City Attorney

Attest:

Natasha Ramras, City Clerk

APPENDIX A – CLASSIFICATION AND RATES OF PAY

Salary Range Structure:

2.5% between ranges; 3.5% spread between steps 1 through 7; 4% spread between steps 7 and 8

OPEIU 2021 Salary Ranges									
January 1, 2021 through December 31, 2021									
Range	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1		\$ 3,003	\$ 3,109	\$ 3,217	\$ 3,330	\$ 3,447	\$ 3,568	\$ 3,692	\$ 3,840
2		\$ 3,078	\$ 3,186	\$ 3,298	\$ 3,414	\$ 3,533	\$ 3,657	\$ 3,785	\$ 3,936
3	Mailroom Clerk Support Specialist I	\$ 3,155	\$ 3,266	\$ 3,380	\$ 3,499	\$ 3,622	\$ 3,749	\$ 3,879	\$ 4,035
4		\$ 3,235	\$ 3,348	\$ 3,465	\$ 3,586	\$ 3,712	\$ 3,841	\$ 3,975	\$ 4,134
5		\$ 3,315	\$ 3,431	\$ 3,552	\$ 3,676	\$ 3,805	\$ 3,937	\$ 4,075	\$ 4,238
6	Accounting Clerk I	\$ 3,399	\$ 3,518	\$ 3,640	\$ 3,768	\$ 3,900	\$ 4,037	\$ 4,178	\$ 4,345
7	Facilities Assistant (WREC) Utility Clerk	\$ 3,483	\$ 3,605	\$ 3,732	\$ 3,862	\$ 3,996	\$ 4,137	\$ 4,282	\$ 4,453
8		\$ 3,571	\$ 3,695	\$ 3,825	\$ 3,959	\$ 4,097	\$ 4,241	\$ 4,389	\$ 4,565
9	Facilities Assistant (Recreation) Support Specialist II Parking Enforcement Officer Parking Officer	\$ 3,660	\$ 3,788	\$ 3,920	\$ 4,058	\$ 4,200	\$ 4,347	\$ 4,497	\$ 4,678
10	Parking Maintenance Worker	\$ 3,751	\$ 3,882	\$ 4,018	\$ 4,159	\$ 4,305	\$ 4,455	\$ 4,611	\$ 4,795
11		\$ 3,844	\$ 3,980	\$ 4,119	\$ 4,263	\$ 4,413	\$ 4,567	\$ 4,727	\$ 4,916
12	Accounting Clerk II Customer Service Representative Permit Specialist I	\$ 3,940	\$ 4,078	\$ 4,222	\$ 4,370	\$ 4,523	\$ 4,680	\$ 4,845	\$ 5,038
13		\$ 4,040	\$ 4,181	\$ 4,327	\$ 4,478	\$ 4,635	\$ 4,797	\$ 4,965	\$ 5,163

	Material Control Coordinator Program Coordinator I Records Specialist Police Records Specialist Support Specialist III Utility Customer Service Representative Utility Service Inspector								
14	Police Service Technician	\$ 4,141	\$ 4,285	\$ 4,435	\$ 4,591	\$ 4,751	\$ 4,918	\$ 5,090	\$ 5,294
15		\$ 4,244	\$ 4,392	\$ 4,546	\$ 4,705	\$ 4,871	\$ 5,040	\$ 5,216	\$ 5,424
16	Engineering Tech I Senior Accounting Clerk Senior Customer Service Representative	\$ 4,350	\$ 4,503	\$ 4,660	\$ 4,823	\$ 4,991	\$ 5,165	\$ 5,348	\$ 5,562
17	Construction Inspector I Payroll Analyst Senior Utility Customer Service Representative	\$ 4,458	\$ 4,616	\$ 4,777	\$ 4,944	\$ 5,116	\$ 5,296	\$ 5,479	\$ 5,700
18	Evidence Technician Lead Police Records Specialist Permit Specialist II	\$ 4,570	\$ 4,730	\$ 4,895	\$ 5,067	\$ 5,245	\$ 5,426	\$ 5,618	\$ 5,843
19		\$ 4,685	\$ 4,848	\$ 5,018	\$ 5,194	\$ 5,374	\$ 5,564	\$ 5,759	\$ 5,988
20		\$ 4,802	\$ 4,970	\$ 5,144	\$ 5,322	\$ 5,511	\$ 5,702	\$ 5,902	\$ 6,138
21	Public Records Officer	\$ 4,923	\$ 5,094	\$ 5,271	\$ 5,457	\$ 5,647	\$ 5,845	\$ 6,051	\$ 6,292
22	Evidence Coordinator Engineering Technician II Surveyor	\$ 5,044	\$ 5,220	\$ 5,405	\$ 5,593	\$ 5,789	\$ 5,993	\$ 6,202	\$ 6,449
23	Construction Inspector II Lead Permit Specialist	\$ 5,170	\$ 5,352	\$ 5,538	\$ 5,733	\$ 5,933	\$ 6,140	\$ 6,356	\$ 6,611
24		\$ 5,301	\$ 5,485	\$ 5,677	\$ 5,876	\$ 6,082	\$ 6,294	\$ 6,515	\$ 6,776
25		\$ 5,432	\$ 5,623	\$ 5,820	\$ 6,023	\$ 6,233	\$ 6,453	\$ 6,678	\$ 6,946

	Crime Analyst								
26	Senior Engineering Technician Senior Surveyor	\$ 5,569	\$ 5,765	\$ 5,965	\$ 6,174	\$ 6,390	\$ 6,614	\$ 6,845	\$ 7,120
27	Senior Construction Inspector	\$ 5,708	\$ 5,908	\$ 6,115	\$ 6,329	\$ 6,549	\$ 6,779	\$ 7,017	\$ 7,298
28	Engineering Specialist Survey Specialist	\$ 5,850	\$ 6,055	\$ 6,267	\$ 6,487	\$ 6,715	\$ 6,948	\$ 7,192	\$ 7,479
29	Construction Inspection Specialist	\$ 5,997	\$ 6,206	\$ 6,423	\$ 6,649	\$ 6,882	\$ 7,122	\$ 7,372	\$ 7,667
30		\$ 6,148	\$ 6,363	\$ 6,585	\$ 6,814	\$ 7,053	\$ 7,300	\$ 7,555	\$ 7,857

Appendix B – Paid Time Off (PTO) Schedule

EMPLOYEE PAID TIME OFF (PTO) ACCRUAL SCHEDULE						
For employees hired before March 24, 2003 and after January 1, 1980						
During Year of Service	Hours Per Month	Days Per Year (Based on an 8 Hour Day)	Maximum Payout at Separation Hours / Days (Based on an 8 Hour Day)		Maximum Accumulation Hours/Days (Based on an 8 Hour Day)	
1-5	18.34	27.5	440	55	608	76
6-10	20.34	30.5	488	61	656	82
11-15	22.34	33.5	536	67	704	88
16-20	24.34	36.5	584	73	752	94
21+	26.34	39.5	632	79	800	100

EMPLOYEE PAID TIME OFF (PTO) ACCRUAL SCHEDULE						
Based on an 8 hour day						
For employees hired on or after March 24, 2003						
During Year of Service	Hours Per Month	Days Per Year	Maximum Payout at Separation		Maximum Accumulation Hours/Days	
1-2	15	22.5	360	45	528	66
3-5	18.34	27.5	440	55	608	76
6-10	20.34	30.5	488	61	656	82
11-15	22.34	33.5	536	67	704	88

Appendix C – Layoff and Bumping for Support Specialists

DEFINITION: For the purpose of this appendix, the term Job Classification shall mean all employees working as Support Specialists, which contain three (3) levels of skill, with the lowest skill level being “I” and the highest skill level being “III”. The term “Civil Service Employee” shall mean all employees that have been appointed to a classified civil service position from a certified eligibility list and have satisfactorily completed the probationary period or an employee that was grandfathered into Civil Service as of January 1, 2018.

Prior to laying off in the Support Specialist Classification, the City will continue in its past practice of making every effort to place those member(s) whose position is being laid off into another vacant position in the same job classification at the same or lower level, assuming the employee meets the minimum qualifications for the available position.

If no vacant positions within the same job classification are available, the employee whose position is scheduled to be laid off shall be allowed to exercise their seniority over employees with less seniority represented by OPEIU, in the same or lower level within the Support Specialist job classification as follows:

1. A Support Specialist III can bump the least senior Support Specialist III represented by OPEIU in the same department, over whom they have greater seniority, assuming the employee meets the minimum qualifications for the position. If there is not a least senior Support Specialist III available to be bumped, then the Support Specialist III being laid off may bump the least senior Support Specialist II or Support Specialist I represented by OPEIU in the City, over whom they have greater seniority, assuming the employee meets the minimum qualifications for the position.
2. A Support Specialist II can bump the least senior Support Specialist II represented by OPEIU in the City, over whom they have greater seniority, assuming the employee meets the minimum qualifications for the position. If there is not a least senior Support Specialist II available to be bumped, then the Support Specialist II being laid off may bump the least senior Support Specialist I represented by OPEIU in the City, over whom they have greater seniority, assuming the employee meets the minimum qualifications for the position.
3. A Support Specialist I can bump the least senior Support Specialist I represented by OPEIU in the City, over whom they have greater seniority.

The following bumping parameters will apply to Support Specialists exercising bumping rights:

1. A non-Civil Service employee cannot bump into a civil service position unless the employee meets minimum qualifications for the position and has passed the civil service exam.

2. A full-time, regular employee (1.0 FTE) would first be eligible to bump the least senior, full-time, regular employee (1.0 FTE), over whom they have greater seniority. They would also be permitted to bump a less than 1.0 FTE employee, provided that person is the least senior Support Specialist.
3. If there is not a less senior full-time, regular employee (1.0 FTE) to bump, the employee identified for layoff would then be eligible to bump the least senior part time employee (less than 1.0 FTE).

Those employees who are bumped shall have the same bumping rights and privileges as if they were laid off.

All employees bumping into, or being placed into another Support Specialist position, in lieu of layoff, will serve a standard six month probationary period in the new position. Failure to pass probation in any new position may result in termination of employment with the City.

All other language under Article 25 Layoff, Alternative to Layoff and Recall; the Collective Bargaining Agreement; and the City Policy Manual shall remain in full force and effect.

Appendix D – Layoff and Bumping for Engineering Technicians

It is mutually agreed that classifications in the Engineering Technician Series shall be referred to and in order of most skilled as: Engineering Specialist, Senior Engineering Technician, Engineering Technician II, and Engineering Technician I.

For the purpose of this appendix, the term Job Classification shall mean all employees working in the Engineering Technician Series which contain distinct separate levels skills that may or may not be interchangeable either to lateral positions or lower positions within the Engineering Technician classification. The term “Civil Service Employee” shall mean all employees that have been appointed to a classified civil service position from a certified eligibility list and have satisfactorily completed the probationary period or an employee that was grandfathered into Civil Service as of January 1, 2018.

Bargaining unit members working under the Engineering Technician Series shall be observed under the following language:

Prior to laying off in the Engineering Technician Classification, the City will continue in its past practice of making every effort to place those member(s) whose position is being laid off or reduced into another vacant position in the same job classification at the same or lower level, assuming the employee meets the minimum qualifications for the available position.

If no vacant positions within the same job classification are available, the employee whose position is scheduled to be laid off shall be allowed to exercise their seniority over employees with less seniority represented by OPEIU Local 11, in the same or lower level within the Engineering Technician Series as follows, provided the employee meets the minimum qualification for the position at the time of the bump:

1. An Engineering Specialist may bump the least senior Engineering Specialist, represented by OPEIU Local 11 in the same department, over whom they have greater seniority, assuming the employee meets the minimum qualifications for the position. If there is not a least senior Engineering Specialist available to be bumped, then the Engineering Specialist laid off may bump the least senior Senior Engineering Technician, Engineering Technician II or Engineering Technician I represented by OPEIU Local 11 in the City, over whom they have greater seniority, assuming the employee meets the minimum qualifications for the position.
2. A Senior Engineering Technician may bump the least senior Senior Engineering Technician represented by OPEIU Local 11 in the City, over whom they have greater seniority, assuming the employee meets the minimum qualifications for the position. If there is not a least senior Senior Engineering Technician available to be bumped, then the Senior Engineering Technician being laid off may bump the least senior Engineering Technician II or Engineering Technician I represented by OPEIU Local 11 in the City, over whom they have greater seniority, assuming the employee meets the minimum qualifications for the position.

3. An Engineering Technician II may bump the least senior Engineering Technician II represented by OPEIU in the City, over whom they have greater seniority, assuming the employee meets the minimum qualifications for the position. If there is not a least senior Engineering Technician II available to be bumped, then the Engineering Technician II being laid off may bump the least senior Engineering Technician I represented by OPEIU Local 11 in the City, over whom they have greater seniority, assuming the employee meets the minimum qualifications for the position.
4. An Engineering Technician I may bump the least senior Engineering Technician I represented by OPEIU Local 11 in the City, over whom they have greater seniority.

The following bumping parameters will apply to the Engineering Series when exercising bumping rights:

The City may determine that the employee who may be bumping into another engineering technician's position may not possess the minimum requirements for that position. If that determination is made the City will notify the Union and may not allow the bump to occur.

1. A non-Civil Service employee cannot bump into a civil service position unless the employee meets minimum qualifications for the position and has passed the civil service exam.
2. A full-time, regular employee (1.0 FTE) would first be eligible to bump the least senior, full-time, regular employee (1.0 FTE), over whom they have greater seniority. They would also be permitted to bump a less than 1.0 FTE employee, provided that person is the least senior.
3. If there is not a less senior full-time, regular employee (1.0 FTE) to bump, the employee identified for layoff would then be eligible to bump the least senior part time employee (less than 1.0 FTE).

Those employees who are bumped shall have the same bumping rights and privileges as if they were laid off.

All employees bumping into, or being placed into another Engineering Technician Series position, in lieu of layoff, will serve a standard six month probationary period in the new position. Failure to pass probation in any new position may result in the employee being laid off and placed on the reinstatement list. Reinstatement may be only to the position the employee was laid off from.

All other language under Article 25 Layoff, Alternative to Layoff and Recall; the Collective Bargaining Agreement; and the City Policy Manual shall remain in full force and effect.



Staff Report 026-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/8/2021

SUBJECT Interlocal agreement between the Vancouver Housing Authority (VHA), Clark County, and the City of Vancouver for acquisition and operation of a facility to house homeless individuals

Key Points

- VHA will purchase the property and will be the sole owner. The total purchase price is \$5.5 million. All three partners (City, County, VHA) will contribute towards the purchase of the property. The County and VHA will be responsible for operating and maintenance costs.
- The City is contributing \$2.5 million towards the purchase of the property. Sources of funds from the City for the acquisition are expected to be from CDBG and the new affordable housing sales tax.
- VHA will lease the property to the County to operate a shelter. The County is looking to hire an experienced operator for the shelter.

Strategic Plan Alignment

Goal 3, Objective 3.2: Improve services available to underserved or vulnerable residents.

Present Situation

In mid-2020, Clark County, with support from the City of Vancouver, applied to the Washington State Department of Commerce for a shelter program grant for funding to operate new, additional shelter capacity in Clark County. In late 2020, the grant was approved, providing approximately \$2.33 million in funding to operate a shelter through June 2023, with no local funding match requirement. Building on the success of the COVID quarantine shelter that the County operated at the Motel 6, the County approached VHA about purchasing and operating a homeless shelter.

VHA considered numerous options before settling on the Howard Johnson near the Vancouver Mall. Part of the appeal of this property is that it is located near public services, employment and the Vancouver Mall Transit Center.

The new shelter will be a 63-room, non-congregate shelter for unhoused people. Those staying at the shelter will have their own private rooms and restrooms, a critical feature during the COVID-19 pandemic. Total shelter occupancy could be higher based on size of households living at shelter.

The shelter will be a continuous-stay shelter, meaning residents will not be required to leave each morning and find a place to be during the day. Services will be provided on-site for shelter residents only.

Two informational meetings have occurred for interested neighborhood residents and business owners and additional informational meetings will be scheduled once the shelter operator is on board.

When funding for the shelter runs out in 2-3 years, VHA plans to convert the facility into permanent affordable housing.

Advantage(s)

1. This shelter will provide safe housing for unhoused residents of the City of Vancouver and surrounding area. By partnering with VHA and the County on this shelter, the City is benefiting from the knowledge and experience of both organizations regarding operation of a homeless shelter.
2. Upon conclusion of the grant period, the building would be converted into affordable housing, assuring long term utility of the City's financial contribution.

Disadvantage(s)

There is the potential of negative impacts on the surrounding residents and businesses. Discussions are underway with project partners, neighbors and Vancouver Police of strategies that can be implemented by the shelter operator to alleviate those impacts.

Budget Impact

The City's contribution towards the purchase of the property is \$2,500,000.00. Funds to support this contribution will come from the Affordable Housing sales tax. The conditions of this funding source are consistent with the near and long term planned uses of the facility for shelter and housing. The budget will be adjusted for the contribution during the Supplemental budget appropriation process.

Prior Council Review

City Manager Communications, June 2020; Council communications, February 2021.

Action Requested

Adopt a resolution authorizing the City Manager to execute an interlocal agreement between the Vancouver Housing Authority (VHA), Clark County, and the City of Vancouver for the purpose of acquiring and operating a facility to house homeless individuals, and to execute any associated documents to perfect the intent of the same.

Aaron Lande, Program and Policy Manager, 360-487-8612

ATTACHMENTS:

- ▣ Resolution
- ▣ Interlocal Agreement

2/8/2021

RESOLUTION NO. M-_____

A RESOLUTION authorizing execution of an Interlocal Governmental Agreement to establish a partnership between Clark County, Vancouver Housing Authority, and the City of Vancouver to acquire, renovate and operate a facility to house individuals experiencing homelessness;

WHEREAS, homelessness is a serious problem in Clark County, and Clark County and the City of Vancouver have established a joint policy advisory group to foster alignment in support of the County as the lead agency on regional homeless response and increase collaboration on projects and initiatives to address the impacts of homelessness in Clark County (Resolution M-4102); and

WHEREAS, due to the ongoing pandemic, the resulting economic downturn, and the increasing number of homeless individuals in the community, there is an urgent and significant need to provide shelter for homeless individuals; and

WHEREAS, the Vancouver Housing Authority, Clark County, and the City of Vancouver wish to provide meaningful support to mitigate the impacts of homelessness by acquiring, remodeling, and operating a facility (“Shelter”) to house those experiencing unsheltered homelessness; and

RESOLUTION - 1

WHEREAS, the parties hereto have the authority to enter into interlocal agreements under Chapter 39.34 RCW for joint and cooperative activity and to provide for services to be provided by one governmental organization to another;

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. Approval of Interlocal Governmental Agreement. Approval is hereby granted to enter the Interlocal Governmental Agreement (IGA) attached to SR_____ and the Vancouver City Manager or designee is hereby authorized to execute the IGA and any other documents reasonably needed to effect the transaction described or enforce the terms of the same.

INTRODUCED, PASSED, AND ADOPTED at a Regular Meeting of the Vancouver City Council this 8th day of February, 2021.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

RESOLUTION - 2

INTERLOCAL GOVERNMENTAL AGREEMENT

This Interlocal Governmental Agreement (hereafter "IGA") is entered into on the date set forth below between Vancouver Housing Authority, a Washington municipal corporation (hereafter "VHA"), the City of Vancouver, a Washington municipal corporation (hereafter "City") and Clark County, a Washington municipal corporation through its Community Services Department (hereafter "County") and collectively described as the "Parties".

I. Purpose

The purpose of the IGA is to establish a partnership between VHA, City and County to acquire and operate a facility to house homeless individuals hereafter referred to as the "Shelter". All the Parties will contribute funding for the acquisition of the facility. The County through its Community Services Department will select and provide funding to a non-profit service provider to handle daily operations of the Shelter. It is anticipated that the Shelter will operate for approximately three (3) years after which time it will revert to community affordable housing. The parties hereto have the authority to enter into interlocal agreements under Chapter 39.34 RCW for joint and cooperative activity and to provide for services to be provided by one governmental organization to another.

II. Background

Due to the ongoing pandemic, the resulting economic downturn and the increasing number of homeless individuals in the community, there is an urgent and significant need to provide shelter for homeless individuals. VHA is currently in negotiations to acquire an existing facility that will provide up to 63 non-congregate, continuous stay rooms for the homeless. The Parties will each contribute funding as set forth herein for acquisition and required renovation of the property. It is anticipated that the property will be acquired within the next ninety (90) days with necessary renovations completed so that the facility can be operational by March, 2021.

III. Exchange of Information

The Parties recognized that in order to successfully acquire, renovate and operate the facility, there needs to be open, comprehensive and regular exchanges of information. To the extent possible in accordance with their respective policies regarding disclosure of information and subject to state and federal law, the Parties will endeavor to provide one another with necessary information and data regarding the Shelter including but not limited to its daily and long term operations, financial considerations and issues and other relevant information necessary to carry out the purpose and intent of this IGA.

IV. General terms of the Agreement

- A. Acquisition and Renovation. VHA has identified a Property for acquisition. The anticipated purchase price shall not be in excess of \$5,500,000 plus related closing costs. It is anticipated that the Property will be acquired by VHA in February, 2021. Renovation costs is estimated to be \$500,000. The Parties will contribute to the acquisition and renovation cost on the following basis:

VHA- \$2,000,000 loan
VHA - \$500,000 rehabilitation
City- \$2,500,000
County \$1,000,000

The VHA shall serve as fiscal agent for all funds provided for acquisition and renovation. The other parties will be provided access to records for auditing and performance management purposes as required by law or reasonably requested.

- B. Maintenance and Repairs. The Shelter Operator will ensure that the building, rooms, and grounds are maintained in a clean and safe condition that complies with all applicable legal requirements and is reasonable for occupancy. Such maintenance and repairs shall be made using labor paid in accordance with applicable law. Expenses for short and long term maintenance of the Property shall be apportioned by agreement of the Parties as follows:

County - \$630,000 over the anticipated 3 years of operation for facility expenses not included in the Shelter Operator budget.

VHA - Up to \$90,000 per year for facility expenses not included in the Shelter Operator budget that is required for deficit after application of County funds.

The VHA shall serve as fiscal agent for all funds not incorporated within the Shelter Operator budget.

The other parties will be provided access to annual financial and acquisition-related records for auditing, federal reporting and performance management purposes as required by law or requested by any of the parties.

- C. Shelter Operations. County has issued a Request for Applications (RFA) in order to select an operator of the Shelter. The application process closes on February 5, 2021. A review committee composed of County, City and VHA staff will recommend a proposed operator prior to the end of February 2021. It is anticipated that the operator will be available to begin providing services in March 2021. The County will be solely responsible for operator funding with the exception of up to \$100,000 provided by VHA annually for supportive service budgetary deficits.

The Shelter will operate 24 hours a day, 7 days a week as a non-congregate facility so that Shelter residents will have individual rooms containing restroom facilities as a part of the effort to prevent the transmission of COVID-19.

- D. Eligibility for Residency. Eligibility for Shelter residency shall be limited to individuals residing within the County] and be limited to homeless individuals and homeless households that earn no more than 30% of the area median income ("AMI"). Referrals to the Shelter will be handled through the Coordinated Entry and Assessment System as utilized by the County and as required by the State. In addition, County and/or Shelter operator will enter accurate client-level data and program entry/exit into the Clark County Homeless Management Information System

(HMIS). The Parties may also utilize the City's Homeless Action Response Team (HART) along with community outreach teams and the Housing Solution Center to identify potentially eligible Shelter residents.

- E. Shelter Operator Contract. County will be responsible for controlling and directing the work of the Shelter operator and will ensure that the operator is complying with all relevant federal, state and municipal laws, rules and regulations. County will further ensure that the operator is contractually obligated to engage with and to provide Shelter residents with services and community support that addresses their physical and mental well-being with the goal of achieving positive and stable housing outcomes. County will require that the Shelter operator provide a quarterly progress report on Shelter operations which shall include a summary of case management activities. Individual case files will be periodically reviewed by County staff.

Funding Shelter Operations. Funding for Shelter operations shall be the responsibility of the County and the VHA and will be coordinated by the County from a variety of federal, state and local funding sources including, but not limited to, state funds for new shelter beds, federal Emergency Solutions Grant shelter funds and local Mental Health funds if available. Annual operations costs for the Shelter are estimated to be \$2,299,500

VHA- \$100,000 per year;
County \$2,199,500 per year.

The VHA shall serve as fiscal agent for all funds provided for shelter operations. The City will be provided access to records for auditing and performance management purposes as required by law or reasonably requested. Funds available for shelter operations are anticipated to be expended within a 2-3 year period.

- F. Administrative Expenses. The parties agree that each shall be responsible for covering their own administrative overhead costs associated with the performance of this IGA.
- G. Media and Communications. County will be responsible for handling all media inquiries and communications as well communication with the general public.

V. Duration of Agreement and Disposition of Assets

A. Duration. This IGA shall be in effect for three (3) years from the date of the last signature. Six months prior to expiration, the Parties will discuss expiration or renewal based on an assessment of whether the Shelter as described herein can continue to operate. Any extension of this IGA shall be in writing, signed by the parties.

B. Disposition of Assets. Upon expiration of this IGA, the County and City agree that VHA as owner of the Shelter property may convert its use from a shelter facility to a permanent affordable housing facility. For purposes of this Agreement, the term "affordable housing" shall mean rents at the level not exceeding 60% of Area Median Income rents provided by the Washington State Housing Finance Commission. A minimum of 27 of the 63 housing units of the affordable housing and facilities providing

housing-related programs in (a)(i) of this subsection will be provided to persons within any of the following population groups whose income is at or below sixty percent of the median income of Clark County, consistent with RCW 82.14.530 (2.(b)). Upon expiration of this IGA, any unspent funds held by any fiscal agent(s) identified within this agreement shall be apportioned 100% to the VHA.

The City contribution is to be repaid in full to the City if the use of the facility is changed from serving homeless or low income residents, or sold without a covenant requiring subsequent owners to comply with affordability standards consistent with the eligibility terms above.

VI. Hold Harmless

Hold Harmless. Each party to this IGA will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by any other party.

VII. Miscellaneous Provisions

A. Waiver. No waiver of any breach of any covenant or agreement contained herein shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by either party of any covenant, agreement or undertaking, the non-defaulting party may nevertheless accept from the other any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults that were in existence at the time such payment or payments or performance were accepted by it. The exercise of any remedy provided by law or the provisions of this Agreement shall not exclude other consistent remedies.

B. Amendments. The Parties agree that subsequent to the execution of this IGA, it may be necessary to adjust the apportionment of allotted funds set forth herein due to operational or other changes in how the Shelter functions. It is further agreed that any such changes may be done administratively by staff and will not require this IGA to be formally amended provided (i) the total amount provided by each entity remains the same, and (ii) provided further that any such changes cannot be unilateral and must be agreed upon by administrative staff for the Parties in writing.

C. Assignment. None of the parties shall assign this Agreement, or any part hereof, without the written consent of the other parties. The Agreement shall inure to the benefit of and be binding upon each party and their successors and permitted assigns.

D. Applicable Law and Venue. This Agreement shall be construed in accordance with the laws of the State of Washington. Venue for any dispute related to the Agreement shall be Clark County, Washington.

E. Filing. A copy of this Agreement and any subsequent amendments shall be filed with the Auditor of Clark County, Washington, within five days of the date of its execution, provided, however, that failure to file this Agreement shall not affect the validity of the Agreement.

F. Severability. If a court of law determines any provision of the Agreement to be unenforceable or invalid, the parties hereto agree that all other portions of this Agreement shall remain valid and enforceable.

G. No Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties hereto and their successors and permitted assigns. No other person or entity shall have any right of action or interest in this Agreement based upon any provision of the Agreement.

H. Force Majeure. The timing or performance by any party under this Agreement shall be excused during any extraordinary natural events or weather conditions, war, riots, labor disputes or inability to procure required supplies or materials, delays in environmental review, permitting, or other environmental requirements or work, including environmental mitigation, delays as a result of legal or administrative challenges brought by parties other than the signatories to this Agreement.

I. Notices. All communications, notices and demands of any kind which any party requires or desires to give to any of the other parties shall be in writing and either served on the following individual or deposited in the U.S. Mail or Email and addressed as follows:

If to the County:
Clark County Community Services
Contracts Unit
PO Box 5000
Vancouver WA 98666
lynn.mueller@clark.wa.gov

Copy to the applicable Prosecuting Attorney: Amanda Migchelbrink

If to the City:
Aaron Lande, Policy & Program Manager
City Manager's Office
City of Vancouver
P.O. Box 1995
Vancouver, WA 98668-1995
aaron.lande@cityofvancouver.us

Copy to the Vancouver City Attorney: Jonathan Young

If to VHA:
Roy Johnson, Executive Director
Vancouver Housing Authority
2500 Main
Vancouver WA 98660
rjohnson@vhausa.com

Copy to the Agency Attorney: Ted Gathe

I. Compliance with Laws. All parties shall comply with all applicable federal, state and local laws, regulations and rules in performing this Agreement.

J. Interlocal Cooperation Act. The performance of the obligations of this Agreement shall be in compliance with the provisions of RCW 39.34.030 (4), the Interlocal Cooperation Act. The parties agree that no separate legal entities are necessary in order to carry out this Agreement and that none have been created.

K. Counterparts. This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all such counterparts shall constitute one agreement.

IN WITNESS HEREOF, Clark County, City of Vancouver and VHA have executed this agreement effective as of the last date set forth below for approval by the three parties.

Execution and Signature page

Vancouver Housing Authority:

Roy Johnson, Executive Director

Date

Clark County:

Kathleen Otto, Interim County Manager

Date

City of Vancouver:

Eric Holmes, City Manager

Date

Approved to form:

Attest:

Jonathan Young, City Attorney

Natasha Ramras, City Clerk



Staff Report 027-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/8/2021
2/22/2021

SUBJECT Amendments to VMC 13.04 - Cemetery Regulations

Key Points

- The City of Vancouver has owned and operated two cemeteries (Old City Cemetery and Park Hill Cemetery) for over 100 years. A land donation in 2003 provided the City with the opportunity to own and operate a third cemetery, Fisher Cemetery, which was founded in 1852 and is the oldest established cemetery in Clark County. The current code does not account for Fisher Cemetery.
- On November 9, 2018, the Clark County Superior Court under Case No. 18-2-05402-1, decreed that a 10-acre portion of the Park Hill Cemetery was no longer subject to a dedication for cemetery purposes. The legal description in the City's code must be amended to account for the Court's order.
- In 1993 the City Council attempted to delegate to City staff the ability to change cemetery pricing administratively. However, that intent has never been implemented due to the continued existence of a municipal code section that legislatively sets pricing along with multiple references throughout the Code requiring pricing to be set by ordinance. As a result, a repeal of that section is necessary to realize the Council's intent.
- Revisions to the City's cemetery code are necessary to bring the City's cemetery operations more in line with current industry practices.

Strategic Plan Alignment

Goal 6 - Objective 6.1.2: Increase capacity and effectiveness of code compliance services to help address neighborhood livability.

Goal 10: Use our influence to support community partners, actions, projects and initiatives that improve our community's livability and prosperity.

Present Situation

For more than 100 years, the City of Vancouver has operated two cemeteries: Old City Cemetery and Park Hill Cemetery. Seventeen years ago, the City received a land donation that provided the City with the opportunity to own and operate the oldest established cemetery in Clark County, Fisher Cemetery. However, the City never updated its cemetery code to account for the third cemetery. Coupled with a recent judicial decision authorizing the City to remove a cemetery dedication of a 10-acre parcel from Park Hill Cemetery, the present time afforded staff with a ripe opportunity to examine necessary changes to the City's Cemetery Code.

During this research, staff discovered two conflicting sections in chapter 13.04 VMC. VMC 13.04.092 delegated to staff the ability and responsibility to revise cemetery pricing, but VMC 13.04.090, which legislatively established a fixed price schedule, remained in the City's municipal code. Research revealed that the City Council likely intended to permanently allow staff to administratively amend pricing, but failed to include the necessary language in a 1993 ordinance to repeal the legislatively set schedule. This research further revealed that numerous other sections in the Code are now outdated, no longer applicable, or simply incorrect.

Below is a summary of the proposed changes, intended to bring the City's code up to current industry practices as well as resolve potential conflicts:

1. Enacts a definitions section to ensure consistency throughout the code, and recognizes a "lead cemetery official" to be responsible for the maintenance and operation of the cemeteries.
2. Places cemetery operation under the umbrella of the Department of Public Works.
3. Redefines the right purchased to be a right of interment instead of a deed.
4. Permanently delegates to staff the ability to amend prices to further Council's original intent of charging rates between 90% and 100% of similarly charged services.
5. Establishes regulations for disinterment (when human remains may be removed), as this was previously unregulated.
6. Modernizes the city's regulations for liners, graves, and memorial.
7. Consolidates duplicitous sections of the code for simplicity.
8. Eliminates provision for cremation services, which the City no longer offers.

Staff has prepared a matrix that accompanies this report detailing each section in chapter 13.04 VMC that is added, amended, or repealed, along with commentary as to the reason for the proposed action.

Advantage(s)

1. The amendments will permanently allow staff the ability to adjust graves sales and services pricing to align with other local cemetery rates.
2. The amendments will serve to recognize the acquisition of Fisher Cemetery and provide an accurate legal description of Park Hill Cemetery to account for the removal of 10-acres that had been previously dedicated for cemetery purposes.
3. The amendments add two new upright memorial sections at Park Hill Cemetery.
4. The amendments will eliminate services no longer performed by City staff, such as cremation.
5. The revised code will modernize the City's code to conform to current industry norms.

Disadvantage(s)

None

Budget Impact

This action will result in additional revenues over time through increased pricing that has not been adjusted in 27 years.

Prior Council Review

Staff discussed the proposed revisions with Council at its February 1, 2021, Workshop.

Action Requested

On Monday, February 8, 2021, approve ordinance on first reading, setting date of second reading and public hearing for Monday, February 22, 2021.

Bill Bjerke, Operations Superintendent, 360-487-8245; Dan Lloyd, Assistant City Attorney, 360-487-8500

ATTACHMENTS:

- ▣ Ordinance - Amendments to VMC Title 13.04
- ▣ VMC Title 13.04 Amendments Matrix

02/08/21
02/22/21

ORDINANCE NO. M- [Ordinance Number]

AN ORDINANCE relating to city cemeteries; adding VMC 13.04.005 and 13.04.095; amending VMC 13.04.010, 13.04.020, 13.04.030, 13.04.080, 13.04.085, 13.04.092, 13.04.110, 13.04.120, 13.04.200, 13.04.210, 13.04.230, 13.04.260, 13.04.272, 13.04.330, 13.04.350, 13.04.360, 13.04.370, 13.04.380, 13.04.430, 13.04.440, 13.04.460, 13.04.470, 13.04.480, 13.04.530, 13.04.620; repealing VMC 13.04.070, 13.04.090, 13.04.093, 13.04.140, 13.04.250, 13.04.271, 13.04.280, 13.04.290, 13.04.450, 13.04.490, 13.04.500, 13.04.510, 13.04.560, 13.04.570, 13.04.600; and providing for ratification, severability, and an effective date.

WHEREAS, the City of Vancouver is a first class charter city authorized by chapter 68.52 RCW to acquire, hold, and/or improve land for cemetery purposes, and

WHEREAS, the City of Vancouver has owned and operated two cemeteries (Old City Cemetery and Park Hill Cemetery) for over 100 years, and a 2003 land donation provided the City with the opportunity to own and operate a third cemetery, which is named Fisher Cemetery;

WHEREAS, on November 9, 2018, the Clark County Superior Court under Cause No. 18-2-05402-1, decreed that a portion of the Park Hill Cemetery was no longer subject to a dedication for cemetery purposes;

ORDINANCE - 1

WHEREAS, a repeal of the legislatively set cemetery pricing is necessary to effect the City Council's intent as passed in Ordinance M-3058 to delegate to city staff the ability to change cemetery pricing administratively; and

WHEREAS, as reflected in SR 027-21, and its accompanying amendment matrix, Staff recommends that certain revisions to the City's cemetery code are necessary to bring the City's cemetery operations more in line with current industry practices, and the City Council adopts those recommendations;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. A new section is enacted and added to chapter 13.04 VMC, to be codified at VMC 13.04.005, and shall read as follows:

13.04.005 Definitions

The definitions in this section apply throughout this chapter unless the context clearly requires otherwise.

"Burial" means the placement of human remains, including human created remains, in a grave.

"Cemeteries" shall mean the city cemeteries described in VMC 13.04.010.

"City" shall mean City of Vancouver, Washington.

"Lead cemetery official" means a City of Vancouver Public Works employee who oversees the maintenance of city owned cemeteries, related sales, and other duties as defined in this chapter.

"Columbarium" a structure, room, or other space in a building or structure containing niches for permanent placement of cremated human remains in a place used, or intended to be used, and dedicated, for cemetery purposes.

"Cremated human remains" means the end products of cremation.

"Cremation" means the reduction of human remains to bone fragments in a crematory by means of incineration.

ORDINANCE - 2

“Disinterment” means exhumation of buried human remains or cremated human remains from a grave or removal of cremated human remains from a columbarium.

“Flat memorial” means any grave memorial that is flush with ground level.

“Grave” means a space of ground in a cemetery, used or intended to be used, for burial.

“Human remains” means the body of a deceased person, including remains following the process of cremation. This also includes the body in any stage of decomposition.

“Interment” or “inter” means the placement of human remains in a city cemetery, a term that includes inurnment, burial, and scattering.

“Inurnment” or “inurn” means to place cremated human remains in a niche.

“Liner” means a secondary container for human remains and cremated human remains that are interred by burial.

“Lot” means space in a cemetery, used or intended to be used for a group of graves.

“Memorial”, as the term relates to graves, means any flat or upright marker intended to permanently mark a grave, and as the term relates to niches, means a covering intended to permanently mark a niche.

“Niche” means a space in a columbarium for placement of cremated human remains.

“Right of interment” or “interment right” means the right to inter human remains in a particular place in a city cemetery. The term “right of interment” also means any deed or right of title issued under this Title prior to the enactment of this ordinance.

“Scatter” means the removal of cremated human remains from their container for the purpose of scattering the cremated human remains in any lawful manner as provided in this chapter.

“Upright memorial” means any memorial for a grave that is not flush with ground level.

“Urn” means the container that holds cremated human remains.

Section 2. VMC 13.04.010, adopted by Section 1 of Ordinance M-1649, is amended as follows:

13.04.010 Description of cemeteries.

The following described ~~two~~ three parcels of real property in Vancouver, Clark County, Washington, are the ~~two~~ three city cemeteries which shall be maintained and operated by the city in the manner set forth in this chapter:

A.a. Old City Cemetery bounded by Mill Plain, Grand, East 13th Street, and “Z” Streets:

Beginning at the southeast corner of the said John Maney preemption Land Claim, which southeast corner is a point two (2) chains fifty-four links, north of the quarter section post between Sections No. 25 and 26 in Township Two North Range One East of the Willamette Meridian, thence north ten (10) chains, thence west ten (10) chains, thence south ten (10) chains, thence east ten (10) chains to the place of beginning.

Containing ten (10) acres of land. Recorded in Book F of Deeds, pages 221 and 222;

B.b. ~~Parkhill~~ Park Hill Cemetery, bounded by Mill Plain, Devine, MacArthur and certain private property:

The following described property, located in Clark County, Washington, described as set out in this section, shall be used as a cemetery and is dedicated to that purpose and is named Park Hill Cemetery:

~~All that portion of Lot 8 in Section 30, Township 2 North, Range 2 East of the Willamette Meridian, described as follows: beginning at the center of said Section 30, running thence west 14.22 chains, to the east line of the J.W. Nye Donation Land Claim; thence north 3.20 chains; thence southeasterly along the county road from Vancouver to Mill Plain, 15.44 chains to the place of beginning, containing 2.77 acres, more or less;~~

~~Also all of Lots 2 and 6 and all that part of Lot 3 lying south of the county road running from Vancouver to Mill Plain, in said county and state, excepting the Remlinger and Fritsch eight-acre tract which is more particularly described as follows: beginning at a point in the county road from Vancouver to Mill Plain, said point being 20 chains east and 4.55 chains south from the northeast corner of the southwest quarter of Section 30, township and range as above described; thence south 10.78 chains; thence west 6.93 chains; thence north 12.32 chains; thence south 77 degrees 30 minutes east along the center of the county road~~

~~7.10 chains to the place of beginning, all being in Section 30, Township 2 North of Range 2 East of the Willamette Meridian, containing in all 54.46 acres more or less.~~

All that parcel described in Deed Book 108, Page 261, T.H. Adams and Eva A. Adams to City of Vancouver, records of Clark County, Washington, in the Northwest 1/4, Southwest 1/4 and the Southeast 1/4 of Section 30, Township 2 North, Range 2 East of the Willamette Meridian, Clark County, Washington, more particularly described as follows:

All that portion of Government Lot Eight (8) in Section Thirty (30) Township Two (2) North, Range Two (2) East from the Willamette Meridian described as follows:

Beginning at the center of said Section Thirty (30) running thence West Fourteen and 22/100 (14.22) chains to the East line of the J.W. Nye Donation Land Claim; thence North Three and 20/100 (3.20) chains; thence Southeasterly along the county road from Vancouver to Mill Plain, Fifteen and 44/100 (15.44) chains to the Place of Beginning.

Contains Two and 77/100 (2.77) acres more or less.

Also all of Government Lots Two (2) and Six (6) and all that part of Lot Three (3) lying South of the county road running from Vancouver to Mill Plain, in said County and State.

Excepting the Remlinger and Fritsch Eight (8) acre tract which is more particularly described as follows:

Beginning at a point in the county road from Vancouver to Mill Plain, said point being Twenty (20) chains East and Four and 55/100 (4.55) chains South from the Northeast corner of the Southwest Quarter of Section Thirty (30) Township and Range as above described; thence South Ten and 78/100 (10.78) chains; thence West Six and 93/100 (6.93) chains; thence North Twelve and 32/100 (12.32) chains; thence South 77 degrees and thirty minutes East along the center of the county road Seven and 10/100 (7.10) chains to the place of beginning, all being in Section Thirty (30) Township Two (2) North of Range Two (2) East of the Willamette Meridian.

Containing in all 54.46 acres more or less.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and also all their estate, right, title or interest in and to the same.

Also excepting a portion of Government Lots 6 and 8 more particularly described as follows:

Commencing at a capped steel rod at the north end of a curve defining the transition of the North line of East McArthur Boulevard to the East line of Devine Road as shown in Record of Survey Book 45, Page 4, records of Clark County, WA; thence northerly along the East line of Devine Road 502.57 feet to another capped steel rod marking the northwest corner of adjusted Tax Lot 9 as shown in said survey; thence North 1° 29' 03" East along said East line 72.00 feet to the True Point of Beginning; thence leaving said East line South 84° 25' 36" East 91.21 feet to an angle point; thence North 87° 48' 03" East 133.28 feet to an angle point; thence North 56° 29' 43" East 131.78 feet to an angle point; thence North 25° 57' 28" East 420.19 feet to an angle point; thence North 1° 14' 44" East 320.68 feet to an angle point; thence North 77° 02' 57" West 70.33 feet to an angle point; thence North 19° 53' 59" East 191.96 feet to the South line of Mill Plain Boulevard; thence westerly 504.16 feet, more or less, along the South line of Mill Plain Boulevard to the East line of Devine Road; thence southerly 1060.36 feet, more or less, along said East line of Devine Road to the True Point of Beginning.

This exception containing approximately 10.57 acres.

Subject to easements and restrictions of record.

C. Fisher Cemetery bounded by SE Evergreen Highway, Burlington Northern Santa Fe Railroad and certain private property

The following described property, located in Clark County, Washington, described as set out in this section, shall be used as a cemetery and is dedicated to that purpose and is named Fisher Cemetery:

PARCEL I

The Donation Land Claim of Willam M. Simmons and Eliza Ann Simmons as described as follows:

BEGINNING at a point 20 feet due North of the most Easterly corner of the present cemetery which was conveyed by William K. Simmons and wife to Mill Plain Grange No. 24 of the Patrons of Husbandry, by deed recorded at page 502, Book N of Deeds of said Clark County; and running thence South 20 feet to said Easterly corner; thence South 34°15' West along the Southeasterly boundary of said cemetery, 2 chains, 68 links to its most Southerly corner; thence South 163 feet to the North line of the railroad right of way heretofore conveyed by the grantors herein to the Seattle and Portland Railway Company, commonly called the North Bank Road; thence South 76°25' East along the said North line of said right of way, 297 feet; thence North 310 and 7/10 feet to the center line of the County Road running from Vancouver to Camas; thence North 65° West

following the center line of said County Road, 207 and 1/2 feet to the Point of Beginning.

PARCEL II

BEGINNING at a point supposed to be the South East corner of Solomon Fisher's Land Claim, from which point a white Oak 40 inches In diameter bears North 57° West 1 chain and 2 links distant running from this point North 33° West 6 chains; thence North 15° East 11 chains and 50 links; thence South 60° East, 3 chains and 54 links to the Northwest corner of the said burying ground where a post is set from which post a fir tree 30 Inches in diameter bears North 22°45' East 58 links distant; thence South 34°45' West 2 chains and 68 links to a post which is the Southwest corner of the said burying ground from which post a fir tree 24 inches in diameter bears South 73° East, 53 links distant, also a Dogwood 4 inches in diameter bears North 11° East 9 links distant; thence South 55°45' East, 3 chains and 52 links to a post which is the Southeast corner of the said burying ground from which post a Fir tree 12inches In diameter bears South 66° East 1 chain and 33 links distant; thence North 34°15' East 2 chains and 68 links to a post which is the Northeast corner of the said burying ground from which post a Willow tree 8 inches in diameter bears South 20°30' East 53 links distant, also a Fir tree 40 inches in diameter bears North 24°45' West 1 chain and 64 links distant: thence North 55°45' West 3 chains and 52 links to the Place of Beginning.

Section 3. VMC 13.04.020, adopted by Section 2 of Ordinance M-1649, is amended as follows:

13.04.020 Operation and administration.

The city cemeteries shall be operated and maintained by the city department of ~~parks, recreation and memorials~~ public works. The director of ~~parks, recreation and memorials~~ public works, subject to regulation by the city manager, shall appoint a ~~suitable person~~ lead cemetery official to be responsible for administration of this chapter and for the operation and maintenance of the cemeteries. He or she shall be designated for the purposes of this chapter as the lead cemetery supervisor official ~~and shall have authority to enforce this chapter and also~~ shall have all duties which are imposed on a sexton or lead cemetery official by any existing ordinance or law. ~~The supervisor shall be deputized as a special city policeman for purposes of enforcing the ordinance codified in this chapter only.~~

Section 4. VMC 13.04.030, adopted by Section 3 of Ordinance M-1649, is amended as follows:

13.04.030 ~~Lot~~ Right of interment purchase --Contracts Fees collected.

~~A.a.~~ Any person desiring to may purchase a lot right of interment in a city cemetery from shall make application to the city clerk or to the city lead cemetery official supervisor or to any licensed funeral director whom the city clerk has authorized to receive applications. The director of Financial and Management Services is authorized to permit purchases through an online/web-based program. Applications shall be upon forms to be prepared by the city clerk. At the time of purchase, the purchaser shall pay the sum set by ordinance the price schedule adopted pursuant to VMC 13.04.092 as the purchase price of the lot right of interment and shall be issued a receipt therefore. Payments shall be forthwith remitted to the director of Financial and Management Services. All money received for rights of interment or any other fee charged under VMC 13.04.092 shall be immediately paid to the director of Financial and Management Services.

~~B.b. — The contracts may allow lots to be purchased in the cemeteries upon an installment plan; provided, that twenty five percent of the purchase price is paid at the time of making the contract, and the contract shall provide for the balance to be paid in monthly installments at an interest rate to be stated in the contract and not to exceed eight percent simple interest. Each such contract shall provide that in case the purchaser fails to make any premium payment on his or her lot within six months of due date that the contract shall be deemed forfeited and that the city shall retain payments made as liquidated damages. The city shall give the purchaser not less than twenty days' notice of impending forfeiture, and if payments due are not then made, may thereafter sell the lot to any other person. Upon full payment of such the purchase price, the clerk or his or her designee shall issue to the purchaser a deed right of interment under the corporate seal of the city conveying to him or her the sole right to use the lot grave or niche for burial or inurnment purposes, respectively, but no such deed right of interment shall be issued by the city clerk or his or her designee until he or she has received the full sum to be charged for such lot right. All deeds rights of interment delivered by the city for cemetery lots or graves shall be signed by the city clerk or his or her designee and have thereon the seal of the city. All such deeds rights of interment shall be issued subject to rules or regulations then in force or which may thereafter be made by the city for the regulation of the cemeteries. Funeral directors may purchase graves for cash and thereafter resell them to other persons at the same price for which purchased and subject to the same installment and interest rate provisions.~~

Section 5. VMC 13.04.080, adopted by Ordinance C-146, as last amended by Section 4 of Ordinance M-1649, is amended as follows:

13.04.080 Regulations for interment of ashes cremated human remains.

Upon payment of any regular and/or special fee identified in the fee schedule adopted pursuant to VMC 13.04.092, Ashes cremated human remains of ~~human remains~~ may be interred in city cemeteries under the following regulations:

A. Cremated human remains may be disposed of at city cemeteries by inurning the cremated human remains in an established columbarium, by scattering the cremated human remains in the scatter garden at Park Hill Cemetery, or by burying the cremated human remains in a grave with a liner as provided in VMC 13.04.272. No cremated human remains shall be disposed of at city cemeteries except as permitted in this section.

B. ~~a.~~ Ashes shall be enclosed in a suitable urn or other receptacle. There have been established in Sections QA and EA of the ~~Parkhill~~ Park Hill Cemetery areas for the ~~interment~~ burial of ashes cremated human remains of deceased persons. ~~Ashes~~ Cremated human remains may be ~~interred~~ buried in such area for the fee established by ordinance administratively under VMC 13.04.092. Lots in Section Q have been laid out and numbered in accordance with a blueprint plan hereby approved and adopted. ~~Not more than two urns or receptacles shall be interred in any one lot.~~

C. ~~b.~~ Ashes Cremated human remains also may be ~~interred~~ buried in other sections of the ~~Parkhill~~ Park Hill Cemetery, Fisher Cemetery, or in Old City Cemetery upon payment of regular burial fees; ~~provided that no more than four urns or receptacles may be interred in any one lot,~~ subject to the provisions of VMC 13.04.330.

D. ~~e.~~ The provisions of other sections of the code shall be applicable to areas established for interment of ashes cremated human remains insofar as such provisions are not inconsistent with the provisions of this section.

Section 6. VMC 13.04.085, adopted by Section 2 of Ordinance M-1548, is amended as follows:

13.04.085 Burials after ~~noon~~ 3:00PM on Saturdays--Restriction--Additional fee.

Funerals and/or burials shall not be scheduled to begin at city cemeteries after ~~noon~~ 3:00PM on Saturdays. If any funeral or burial which was scheduled to begin before ~~noon~~ 3:00PM is delayed and the funeral party does not arrive at the cemetery until ~~noon~~ 3:00PM or later, an additional fees of ~~sixty dollars~~ shall be charged as shown on the price schedule adopted pursuant to VMC 13.04.092.

Section 7. VMC 13.04.092, adopted by Section 4 of Ordinance M-3058, is amended as follows:

13.04.092 Price schedule – Amendment by city staff when.

It is determined by city council that cemetery price setting is administrative and should be accomplished by city staff pursuant to the standards provided herein. Rates for graves and for cemetery services shall be changed by staff not more than once in any twelve-month period after staff shall have ascertained that such changed rates are between ninety percent and one hundred percent of the rates charged for similar lots, graves, niches, and similar services in other cemeteries in Clark County. An up-to-date copy of such price schedule shall be kept at the cemetery offices and also on file in the office of the city clerk. Such price list shall be so amended only after a notice has been advertised at least once in the city's official newspaper, which notice shall be published at least twenty days before the effective date of the new prices.

Section 8. A new section is enacted and added to chapter 13.04 VMC, to be codified at VMC 13.04.095, and shall read as follows:

13.04.095 Disinterment – Conditions

A. Human remains may be disinterred from any city cemetery only under the following conditions:

1. Disinterment is permitted by and conducted in accordance with state law;
2. All applicable permits are obtained; and
3. All fees established under VMC 13.04.092 and all expenses for disinterment are fully paid in advance.

B. If the right of interment to the grave from which the human remains are disinterred is to be transferred back the city, all liners in the grave must be removed at the expense of the person arranging for disinterment.

Section 9. VMC 13.04.110, adopted by Section 3 of Ordinance M-74, as amended by Section 3 of Ordinance M-1059, is amended as follows:

13.04.110 Cemetery improvement fund -- Percentage of sale price deposited in.

Twenty-five percent of the sale of each and every ~~lot and grave~~ right of interment in ~~Park Hill city Cemeteries~~ shall be placed in a separate fund to be known as a cemetery improvement fund and the same shall be invested in accordance with the laws of the state of Washington and the Charter and ordinances of the city. The balance of the sale price and other charges made in connection with the cemetery shall be used for operational expenses.

Section 10. VMC 13.04.120, adopted by Section 3 of Ordinance 884, as amended by Ordinance M-250, is amended as follows:

13.04.120 Cemetery improvement fund – Use

The cemetery improvement fund is a special revenue fund for the City to make capital improvements in and/or maintain city cemeteries. ~~and shall remain a trust fund for the use and benefit of those persons who may become purchasers and their successors or assigns of cemetery lots or graves, for the citizens of the city of Vancouver, and for the grave of Esther Short, to be held, controlled and invested by the city of Vancouver, in order that the cemetery lots sold therein, and the grave of Esther Short may be taken care of and maintained.~~

Section 11. VMC 13.04.200, adopted by Section 16 of Ordinance 884, is amended as follows:

13.04.200 Authority to make improvements.

The ~~city council~~ Director of Public Works or designee may cause the grounds, or any part of them, to be cleared, improved and platted into sections, lots and ~~blocks and into~~ single graves, and may provide for installation of a system or systems to furnish water for the cemetery, and may improve the cemetery by laying out walks and drives and planting trees, shrubs or plants on the lots, graves, or any part of the cemetery.

Section 12. VMC 13.04.210, adopted by Section 17 of Ordinance 884, as amended by Section 9 of Ordinance M-1649, is amended as follows:

13.04.210 Provision for general plat.

The department of ~~parks, recreation and memorials~~ public works shall maintain a general plat for the laying out of drives and for the platting of the cemetery into sections, showing therein the number of lots and graves which shall be filed with the city clerk, provided, however, that the city may plat any part of the cemetery at a time, leaving the balance to be used for a park or other purposes consistent with the cemetery use, until needed for cemetery purposes.

Section 13. VMC 13.04.230, adopted by Section 22 of Ordinance 884, is amended as follows:

13.04.230 Record of ~~grave~~ rights of interment sales and interments.

A. ~~The city clerk shall keep a complete record of each lot or single grave~~ The city clerk shall keep an official record in either a book or web based program prepared for the purpose a complete record of each lot or single grave right of interment sold, showing the date of sale, name and address of the purchaser, location of the right of interment, number of section of lot sold and price paid therefore.

B. In addition to the official record described in Subsection (A), the city shall keep in either book or web based program a record of each interment, showing the names of all persons interred, the date of interment, the number and date of the right of internment sold, the name of the funeral service provider, and the charges for work performed.

Section 14. VMC 13.04.260, adopted by Section 1 of Ordinance C-145, as last amended by Section 1 of Ordinance M-2672, is amended as follows:

13.04.260 Transfer of ~~title to lot, or grave,~~ right of interment.

No transfer of ~~title of any lot, or grave,~~ right of interment in the city cemetery ~~ies or Park Hill Cemetery~~ from one person to another shall be made until payment of the fee therefore set pursuant to ~~by Section VMC 13.04.090~~ Section VMC 13.04.092 has been made to the city clerk or designee. Upon payment of such fee and presentation of the ~~deed to the lot, grave, right of interment,~~ the city clerk or designee shall endorse such transfer thereon and make record thereof; and no transfer shall be valid until such endorsement shall have been made on the right of interment by the city clerk or designee; and no ~~burials~~ interments shall be made on ~~the any~~ any lot, ~~grave,~~ or niche by the transferee until the valid transfer of the ~~lot~~ interment right has been made. In the event the purchaser of a ~~city cemetery lot~~ right of interment desires to resell ~~the right~~ this lot, the city clerk or designee is authorized on behalf of the city to purchase it at not more than the amount for which it was originally purchased out of moneys appropriated or budgeted for such purpose.

Section 15. VMC 13.04.272, adopted by Section 2 of Ordinance M-3058, is amended as follows:

13.04.272 ~~Containers~~ Liners for caskets and urns.

All ~~easkets~~ non-cremated human remains intended to be buried in ~~either any of the~~ city cemetery ~~ies,~~ regardless of whether contained in a casket or similar enclosure, shall be placed in a concrete grave box (liner) at the time of burial, ~~and a~~ All ash urns ~~cremated human remains intended to be buried, whether placed in an urn or similar enclosure,~~ shall be placed in a ~~concrete container~~ liner at the time of burial, which shall be made from a durable material approved in advance by the lead cemetery official that provides sufficient structural support to protect the casket or urn from collapse.

Section 16. VMC 13.04.330, adopted by Section 32 of Ordinance 884, as amended by Section 12 of M-1649, is amended as follows:

13.04.330 ~~Stacking bodies~~ Double depth and multiple burials.

Double depth burials are allowed ~~No person shall bury one body on top of another except with special permission of the cemetery supervisor and only upon payment of regular fees and or any special or additional fees established by ordinance identified in the fee schedule adopted pursuant to VMC 13.04.092. The limitations on the number of human remains in any one grave, whether single depth or double depth, shall be as follows:~~

- Single depth grave: six cremated human remains; or one non-cremated human remains and up to five cremated human remains
- Double depth grave: two non-cremated human remains and up to four cremated human remains

Section 17. VMC 13.04.350, adopted by Section 34 of Ordinance 884, is amended as follows:

13.04.350 Lot and grave enclosures.

No person shall place improvements or cornerstones indicating the boundaries of lots or graves except on the lot or grave itself, nor shall anyone place fences of wood or iron, or walls, coping or curbs of brick, stone or marble on any lot or grave as an enclosure thereof.

Section 18. VMC 13.04.360, adopted by Section 34 of Ordinance 884, is amended as follows:

13.04.360 Corner posts.

No person shall place any post of stone, concrete or marble at the corner of any lot or grave which shall be less than two and one-half feet in length, and the same shall be placed so as not to project above the surface of the ground.

Section 19. VMC 13.04.370, adopted by Section 35 of Ordinance 884, is amended as follows:

13.04.370 ~~Family lots~~ ~~Monument location~~ Memorials -- Size and number of markers.

A. No person shall place more than one monument three memorials on a family burial lot any grave, no more than one of which may be an upright memorial. which monument must be in the center of the lot unless deemed impractical by the sexton, in which case he shall determine the location; provided, however, that this shall not include markers, of which only one shall be allowed on each grave of a uniform size, fourteen by twenty-four inches, and not less than three inches thick, the same to be set flush with the sod. No foot stones for graves shall be allowed.

B. No memorial may exceed the dimensions of any grave for which a right of interment is purchased. No upright memorial shall exceed sixty inches in height measured from the ground to the top of the monument, unless otherwise approved by the lead cemetery official. Flat memorials shall be allowed on each grave of a uniform size, fourteen by twenty-four inches, and not less than three four inches thick, the same to be set flush with the sod. No foot stones for graves shall be allowed.

Section 20. VMC 13.04.380, adopted by Section 2 of Ordinance 939, as amended by Section 13 of M-1649, is amended as follows:

13.04.380 ~~Monuments~~ Memorials – Materials, sizes, and location.

A. No person shall place within the cemeteries any ~~monuments~~ flat memorial made of any material other than marble, ~~or slate-stone~~ granite or bronze, provided that any flat memorial measuring less than twelve inches by twenty-four inches shall have a concrete border. Concrete borders for flat memorials shall be of sufficient size and depth to hold the memorial firmly in place and flush with the ground. All ~~monuments~~ shall be properly supported with a concrete casing. All ~~monuments~~ flat memorials must be flush with the surface of the ground. ~~Monuments other than ones described above shall only be used with the written permission of the cemetery supervisor.~~

B. Upright memorials are not permitted in Park Hill Cemetery except for Sections “A”, “B”, “C”, “J”, “O”, and “R”. Upright memorials, constructed pursuant to this section, may be erected in the foregoing designated sections of Park Hill Cemetery. Upright memorials may be allowed in other city cemeteries in the discretion of the lead cemetery official. Erection of an upright memorial on a grave shall not preclude the placing of a flat memorial on the same grave, subject to the other provisions in this chapter. Including and subject to the following provisions, the composition, dimensions, and styles of all foundations and bases for upright memorials shall require written approval in advance by the lead cemetery official.

1. *Foundations.* All foundations for upright memorials shall be comprised of either granite or concrete. Foundations shall be a minimum of four inches thick for granite and a minimum of six inches thick for concrete.

2. *Bases.* Upright memorial bases shall be a minimum of six inches high, and the sides shall be a rough, rock-faced texture.

3. *Monument.* The monument or die (primary portion) of an upright memorial shall be granite or marble.

D. A bronze plaque may be used on any memorial, whether flat or upright.

E. The lead cemetery official is authorized to promulgate rules governing niche memorials.

Section 21. VMC 13.04.430, adopted by Section 41 of Ordinance 884, is amended as follows:

13.04.430 ~~Monuments placed on deeded lots only~~ Right of interment required to place memorials.

No person shall place a ~~monuments~~ memorial on any lot, ~~grave~~, or niche until ~~the lot is fully paid for and a deed~~ right of interment to the same is obtained and all applicable fees are paid.

Section 22. VMC 13.04.440, adopted by Section 7 of Ordinance M-1649, is amended as follows:

13.04.440 Picking flowers prohibited.

No person, whether or not a lot owner or a holder of a deed to a grave, shall pick any flower or break any limb of any tree or shrub in any cemetery or remove any tree or plant from any cemetery unless ~~he has received~~ written permission has been granted from by the lead cemetery supervisor official. All flowers and easels placed at any burial site at the time of a funeral or on Memorial Day shall be removed no later than five days after the funeral or Memorial Day, respectively, either by the family or their representative. After the expiration of said five day period, any and all flowers and easels placed at any burial site at the time of a funeral may be removed, or by cemetery the lead cemetery official or those employees working under his or her direction. , and all flowers placed on graves on Memorial Day shall be removed within five days after Memorial Day either by the persons placing them there or by the city employees. Artificial flowers and plants shall not be placed on graves during the mowing season, which is established as the days between ~~April~~ March 1st and October 31st of each year, except for a period of one week designated for Memorial Day observance by the ~~cemetery supervisor~~ lead cemetery official. Glass receptacles are not allowed. Absent written permission granted by the lead cemetery official, ~~Only the lead cemetery supervisor official or those employees working under his or her direction may plant any plants, build any structures or dig graves in the cemeteries, except with special permission of the supervisor., and n~~ No one shall place any articles upon graves except as permitted in this chapter.

Section 23. VMC 13.04.460, adopted by Section 16 of Ordinance M-1649, is amended as follows:

13.04.460 ~~Monuments~~ Memorials --Removal prohibited--Exception

After any ~~memorial~~, ~~monuments~~, ~~headstone~~, ~~cornerstone~~, ~~marker~~ or ~~other property~~ has been placed on any lot or grave sold in any city cemetery, it is unlawful to remove the same except with written ~~permission~~ authority from the ~~lead~~ cemetery ~~supervisor~~ official. It shall be ~~a violation of this chapter~~ unlawful for anyone willfully to damage any such property or any city property in the cemeteries. A violation of this section shall be a misdemeanor punishable in accordance with VMC 7.00.010.

Section 24. VMC 13.04.470, adopted by Section 5 of Ordinance M-1649, is amended as follows:

13.04.470 Driving vehicles into cemetery.

No person shall ride or drive any private vehicle in any city cemetery except on the drives thereof, nor at a speed in excess of ten miles per hour, which is established as the maximum vehicle speed on cemetery drives. No vehicle shall be operated on city cemetery drives which is in violation of any equipment regulations found in the city traffic code or other ordinance, and no vehicle in excess of ten thousand pounds gross weight shall be permitted on city cemetery grounds except with the permission of the ~~city~~ lead cemetery ~~supervisor~~ official, and then subject to his or her regulations and directions.

Section 25. VMC 13.04.480, adopted by Section 6 of Ordinance M-1649, is amended as follows:

13.04.480 Cemetery hours.

It is unlawful for anyone to enter or be in any city cemetery after dusk or before six a.m. of any day, except when the cemetery is open between such hours by order of the ~~lead~~ cemetery ~~supervisor~~ official for a special occasion or service; provided, this section shall not apply to employees of the city who enter the cemetery in the course of their employment.

Section 26. VMC 13.04.530, adopted by Section 54 of Ordinance 884, as amended by Section 15 of Ordinance M-1649, is amended as follows:

13.04.530 Powers and duties of lead cemetery supervisor official.

The lead cemetery supervisor official shall have charge of cemetery grounds and is authorized to enforce the rules to maintain order; to ~~supervise~~ oversee ~~workmen~~ maintenance staff, corrections crews, volunteers and visitors and driveways; to expel from the grounds any persons who violate this code or any rules promulgated hereunder; and to refuse admission of any persons or materials when ~~he may deem~~ such action may be necessary under this chapter. ~~He shall be appointed a special policeman to enforce this chapter only, but shall not receive any extra compensation therefore.~~

Section 27. VMC 13.04.620, adopted by Section 20 of Ordinance M-1649, is amended as follows:

13.04.620 Violation--Penalty.

Except as provided in Section 13.04.460 of this chapter, a violation of this chapter shall be considered a class 1 civil infraction under RCW 7.80.120 with a fine not exceeding \$250.00. Nothing in this section affects the adoption of any RCW section adopted by reference in VMC 7.02.010. Nothing in this section limits or affects any right of restitution, including but not limited to that of the city. Anyone convicted of violating any section of the ordinance codified in this chapter shall be fined not to exceed five hundred dollars.

Section 28. The following sections of chapter 13.04 VMC are hereby repealed:

VMC 13.04.070 (Maximum size of monuments), adopted by Section 5 of Ordinance 1423;

VMC 13.04.090 (Schedule of grave prices), adopted by Section 1 of Ordinance M-74, as last amended by Section 1 of Ordinance M-3057;

VMC 13.04.093 (Cemetery map--Price per grave dependent upon zone), adopted by Section 5 of Ordinance M-3058;

VMC 13.04.140 (Cemetery improvement fund – Auditing), adopted by Section 5 of Ordinance 884, as last amended by Section 8 of Ordinance M-1649;

VMC 13.04.250 (Money transferred to director of Financial and Management Services), adopted by Section 24 of Ordinance 884;

VMC 13.04.271 (Retort maintenance reserve), adopted by Section 1 of Ordinance M-3058;

VMC 13.04.280 (Record of interments kept by clerk) , adopted by Section 27 of Ordinance 884;

VMC 13.04.290 (Record of interments kept by sexton), adopted by Section 28 of Ordinance 884;

VMC 13.04.450 (Monuments -- Removal permitted when), adopted by Section 43 of Ordinance 884, as amended by Section 14 of Ordinance M-1649;

VMC 13.04.490 (Vertical stones prohibited), adopted by Section 50 of Ordinance 884;

VMC 13.04.500 (Marker foundations), adopted by Section 6 of Ordinance M-1649;

VMC 13.04.510 (Park Hill Cemetery cremation), adopted by Section 1 of Ordinance M-2393;

VMC 13.04.560 (Monument section of Park Hill Cemetery designated), adopted by Section 1 of Ordinance C-296;

VMC 13.04.570 (Foundations and bases of monuments), adopted by Section 2 of Ordinance C-296;

VMC 13.04.600 (Establishing or extending cemetery or crematory prohibited), adopted by Section 1 of Ordinance M-106.

Section 29. Ratification. The reorganization of the City's cemetery program and past operations and actions conducted consistent with this ordinance are hereby ratified and confirmed.

Section 30. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 31. Effective date. This ordinance shall become effective thirty (30) days following the date of final adoption.

Read first time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read second time:

PASSED by the following vote:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2021.

Anne McEnery-Ogle, Mayor

ORDINANCE - 21

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE relating to city cemeteries; adding VMC 13.04.005 and 13.04.095; amending VMC 13.04.010, 13.04.020, 13.04.030, 13.04.080, 13.04.085, 13.04.092, 13.04.110, 13.04.120, 13.04.200, 13.04.210, 13.04.230, 13.04.260, 13.04.272, 13.04.330, 13.04.350, 13.04.360, 13.04.370, 13.04.380, 13.04.430, 13.04.440, 13.04.460, 13.04.470, 13.04.480, 13.04.530, 13.04.620; repealing VMC 13.04.070, 13.04.090, 13.04.093, 13.04.140, 13.04.250, 13.04.271, 13.04.280, 13.04.290, 13.04.450, 13.04.490, 13.04.500, 13.04.510, 13.04.560, 13.04.570, 13.04.600; and providing for ratification, severability, and an effective date.

The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).

VMC Title 13 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
1.	13.04.005	N/A (New Section)	Provides definitions for “burial,” “cemeteries,” “city,” “lead cemetery official,” “columbarium,” “cremated human remains,” “cremation,” “disinterment,” “flat memorial,” “grave,” “human remains,” “interment,” “inter,” “liner,” “lot,” “memorial,” “niche,” “right of interment,” “scatter,” “upright memorial,” “urn”	Nomenclature for cemetery operations is unique. To ensure consistent application, a definitions section is recommended.
2.	13.04.010	Legal description for Old City Cemetery and old legal description for Park Hill Cemetery	Revises legal description for Park Hill Cemetery; provides legal description for Fisher Cemetery	The City obtained an order from the Superior Court modifying the boundaries of Park Hill to allow for Tower Mall development, which is why the legal description needed amendment. Current code does not account for Fisher Cemetery. This amendment remedies both issues.
3.	13.04.020	The city cemeteries shall be operated and maintained by the city department of parks, recreation and memorials. The director of parks, recreation and memorials subject to regulation by the city manager, shall appoint a suitable person to be responsible for administration of this chapter and for the operation and maintenance of the cemeteries. He or she shall be designated for the purposes of this chapter as the cemetery supervisor and shall have authority to enforce this chapter and also shall have all duties which are imposed on a sexton by any existing ordinance. The supervisor shall be deputized as a special city policeman for purposes of enforcing the ordinance codified in this chapter only.	The city cemeteries shall be operated and maintained by the city department of public works. The director of public works, subject to regulation by the city manager, shall appoint a lead cemetery official to be responsible for administration of this chapter and for the operation and maintenance of the cemeteries. He or she shall be designated for the purposes of this chapter as the lead cemetery official and shall have all duties which are imposed on a sexton or lead cemetery official by any existing ordinance or law.	Formally transfers operation of cemeteries from Parks to Public Works. Establishes “lead cemetery official” to oversee cemeteries.

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Item	VMC Section	Existing Language	Proposed	Staff Comments
4.	13.04.030	a. Any person desiring to a lot in a city cemetery shall make application to the city clerk or to the city supervisor or to any licensed funeral director whom the city clerk has authorized to receive applications. Applications shall be upon forms to be prepared by the city clerk. At the time of purchase, the purchaser shall pay the sum set by ordinance as the purchase price of the lot and shall be issued a receipt therefore. Payments shall be forthwith remitted to the director of Financial and Management Services. b. The contracts may allow lots to be purchased in the cemeteries upon an installment plan; provided, that twenty-five percent of the purchase price is paid at the time of making the contract, and the contract shall provide for the balance to be paid in monthly installments at an interest rate to be stated in the contract and not to exceed eight percent simple interest. Each such contract shall provide that in case the purchaser fails to make any premium payment on his or her lot within six months of due date that the contract shall be deemed forfeited and that the city shall retain payments made as liquidated damages. The city shall give the purchaser not less than twenty days' notice of impending forfeiture, and if payments due are not then made, may thereafter sell the lot to any other person. Upon full payment of purchase price, the clerk shall issue to the purchaser a deed under the corporate seal of the city conveying to him the sole right to use the lot for burial but no such deed shall be issued by the city clerk until he has received the full sum to be charged for such lot. All deeds delivered by the city for cemetery lots or graves shall be signed by the city clerk or his designate and have thereon the seal of the city. All such deeds shall be issued subject to rules or regulations then in force or which may thereafter be made by the city for the regulation of the cemeteries. Funeral directors may purchase graves for cash and thereafter resell them to other persons at the same price for which purchased and subject to the same installment and interest rate provisions.	A. Any person may purchase a right of interment in a city cemetery from the lead cemetery official. The director of Financial and Management Services is authorized to permit purchases through an online/web-based program. At the time of purchase, the purchaser shall pay the sum set by the price schedule adopted pursuant to VMC 13.04.092 as the purchase price of the right of interment and shall be issued a receipt therefor. All money received for rights of interment or any other fee charged under VMC 13.04.092 shall be immediately paid to the director of Financial and Management Services. B. Upon full payment of such the purchase price, the clerk or his or her designee shall issue to the purchaser a right of interment under the corporate seal of the city conveying to him or her the sole right to use the lot grave or niche for burial or inurnment purposes, respectively, but no such right of interment shall be issued by the city clerk or his or her designee until he or she has received the full sum to be charged for such lot right. All rights of interment delivered by the city shall be signed by the city clerk or his or her designee and have thereon the seal of the city. All such rights of interment shall be issued subject to rules or regulations then in force or which may thereafter be made by the city for the regulation of the cemeteries.	Use of the term “deed” inaccurately suggested that there was a transfer of land ownership. Consequently, staff has revised the code to convert references to “deeds” to “rights of interment,” a right that universally applies to burials in graves and inurnments at columbariums. Additionally, the prior reference to “the sum set by ordinance” in 13.04.030(a) should have been changed in 1993 to refer to the price set by staff in order to fulfill Council’s objective in transferring responsibility for price setting to staff. Additionally, to achieve consistency with other parts of the VMC, subsections will now be marked with capital letters as opposed to lowercase.

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Item	VMC Section	Existing Language	Proposed	Staff Comments
5.	13.04.070	No monument shall be erected on any two grave lots the dimensions of which are greater than twenty-four inches by thirty-six inches	[REPEALED]	Maximum size of upright memorials (i.e. monuments) will now be addressed in VMC 13.04.370(B)
6.	13.04.080	Ashes of human remains may be interred in city cemeteries under the following regulations: a. Ashes shall be enclosed in a suitable urn or other receptacle. There have been established in Section Q of the Parkhill Cemetery areas for the interment of ashes of deceased persons. Ashes may be interred in such area for the fee established by ordinance. Lots in Section Q have been laid out and numbered in accordance with a blueprint plan hereby approved and adopted. Not more than two urns or receptacles shall be interred in any one lot. b. Ashes also may be interred in other sections of the Parkhill Cemetery or in City Cemetery upon payment of regular burial fees; provided, that no more than four urns or receptacles may be interred in any one lot. c. The provisions of other sections of the code shall be applicable to areas established for interment of ashes insofar as such provisions are not inconsistent with the provisions of this section.	Upon payment of any regular and/or special fee identified in the fee schedule adopted pursuant to VMC 13.04.092, cremated human remains may be interred in city cemeteries under the following regulations: A. Cremated human remains may be disposed of at city cemeteries by inurnng the cremated human remains in an established columbiarium, by scattering the cremated human remains in the scatter garden at Park Hill Cemetery, or by burying the cremated human remains in a grave with a liner as provided in VMC 13.04.272. No cremated human remains shall be disposed of at city cemeteries except as permitted in this section. B. There have been established in Sections QA and EA of the Park Hill Cemetery areas for the burial of cremated human remains of deceased persons. Cremated human remains may be buried in such area for the fee established administratively under VMC 13.04.092. Lots in Section Q have been laid out and numbered in accordance with a blueprint plan hereby approved and adopted. C. Cremated human remains also may be buried in other sections of the Park Hill Cemetery, Fisher Cemetery, or in Old City Cemetery upon payment of regular burial fees, subject to the provisions of VMC 13.04.330. D. The provisions of other sections of the code shall be applicable to areas established for interment of cremated human remains insofar as such provisions are not inconsistent with the provisions of this section.	The Code as currently written provides where ashes or cremated human remains could be interred, but did not provide how. VMC 13.04.080, in conjunction with VMC 13.04.272 (Liners for caskets and urns) and VMC 13.04.330 (Multiple burials) provide standards for interring cremated human remains. Additionally, Sections QA and EA of Park Hill have been opened to permit burial of cremated human remains. Changes use of the term “ashes” to “cremated human remains.”

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Item	VMC Section	Existing Language	Proposed	Staff Comments
7.	13.04.090	Establishes prices by ordinance	[REPEALED]	Council passed Ordinance M-3058 in 1993 that created VMC 13.04.092, a section designed to vest staff with the responsibility to adjust cemetery pricing to 90-100% of the market. However, Council never repealed VMC 13.04.090, which has resulted in the City's cemetery pricing remaining stagnant since 1993. The repeal of VMC 13.04.090 formally vests pricing responsibility with staff pursuant to guidelines established by Council.
8.	13.04.092	It is determined by city council that cemetery price setting is administrative and should be accomplished by city staff pursuant to the standards provided herein. Rates for graves and for cemetery services shall be changed by staff not more than once in any twelve-month period after staff shall have ascertained that such changed rates are between ninety percent and one hundred percent of the rates charged for similar lots and similar services in other cemeteries in Clark County. An up-to-date copy of such price schedule shall be kept at the cemetery offices and also on file in the office of the city clerk. Such price list shall be so amended only after a notice has been advertised at least once in the city's official newspaper, which notice shall be published at least twenty days before the effective date of the new prices.	It is determined by city council that cemetery price setting is administrative and should be accomplished by city staff pursuant to the standards provided herein. Rates for graves and for cemetery services shall be changed by staff not more than once in any twelve-month period after staff shall have ascertained that such changed rates are between ninety percent and one hundred percent of the rates charged for similar lots, graves, niches, and similar services in other cemeteries in Clark County. An up-to-date copy of such price schedule shall be kept at the cemetery offices and also on file in the office of the city clerk. Such price list shall be so amended only after a notice has been advertised at least once in the city's official newspaper, which notice shall be published at least twenty days before the effective date of the new prices.	Adds the terms "graves" and "niches." The term "lot" encompasses multiple graves, and rights of interments are generally for a single "grave."
9.	13.04.093	The revised map attached to the original of the ordinance codified in this chapter shall be kept on file in the office of the city clerk. It shows that Park Hill Cemetery is divided into various zones, in which prices per grave vary according to conditions such as proximity to roads, fountains, trees and other features. Such map may be changed by resolution of city council.	[REPEALED]	Because staff will now be in charge of pricing, this section is unnecessary.

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Item	VMC Section	Existing Language	Proposed	Staff Comments
10.	13.04.095	N/A (New Section)	A. Human remains may be disinterred from any city cemetery only under the following conditions: 1. Disinterment is permitted by and conducted in accordance with state law; 2. All applicable permits are obtained; and 3. All fees established under VMC 13.04.092 and all expenses for disinterment are fully paid in advance. B. If the right of interment to the grave from which the human remains are disinterred is to be transferred back the city, all liners in the grave must be removed at the expense of the person arranging for disinterment.	Though rare, families of loved ones desire remains to be disinterred (removed from a grave or niche). Currently, there is no provision in the Code regulating disinterment. This new section addresses that void.
11.	13.04.110	Twenty-five percent of the sale of each and every lot and grave in Park Hill Cemetery shall be placed in a separate fund to be known as a cemetery improvement fund and the same shall be invested in accordance with the laws of the state of Washington and the Charter and ordinances of the city. The balance of the sale price and other charges made in connection with the cemetery shall be used for operational expenses.	Twenty-five percent of the sale of each and every right of interment in city cemeteries shall be placed in a separate fund to be known as a cemetery improvement fund and the same shall be invested in accordance with the laws of the state of Washington and the Charter and ordinances of the city. The balance of the sale price and other charges made in connection with the cemetery shall be used for operational expenses.	Amends “lot and grave” to read “right of interment” to achieve consistency with the other amendments in the ordinance.
12.	13.04.120	The cemetery improvement fund is and shall remain a trust fund for the use and benefit of those persons who may become purchasers and their successors or assigns of cemetery lots or graves, for the citizens of the city of Vancouver, and for the grave of Esther Short, to be held, controlled and invested by the city of Vancouver, in order that the cemetery lots sold therein, and the grave of Esther Short may be taken care of and maintained.	The cemetery improvement fund is a special revenue fund for the City to make capital improvements in and/or maintain city cemeteries.	Simplifies language

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Item	VMC Section	Existing Language	Proposed	Staff Comments
13.	13.04.140	Accurate books of account shall be kept of all accounts pertaining to the cemeteries, which books shall be open to the public for inspection and shall be maintained by the director of Financial and Management Services.	[REPEALED]	Currently there are two sections in the Code requiring accurate books to be kept. VMC 13.04.230 now addresses this exclusively, making VMC 13.04.140 redundant.
14.	13.04.200	The city council may cause the grounds, or any part of them, to be cleared, improved and platted into lots and blocks and into single graves, and may provide for installation of a system or systems to furnish water for the cemetery, and may improve the cemetery by laying out walks and drives and planting trees, shrubs or plants on the lots, graves, or any part of the cemetery.	The Director of Public Works or designee may cause the grounds, or any part of them, to be cleared, improved and platted into sections, lots and single graves, and may provide for installation of a system or systems to furnish water for the cemetery, and may improve the cemetery by laying out walks and drives and planting trees, shrubs or plants on the lots, graves, or any part of the cemetery.	Delegates authority for maintenance and cemetery layout to Public Works.
15.	13.04.210	The department of parks, recreation and memorials shall maintain a general plat for the laying out of drives and for the platting of the cemetery into sections, showing therein the number of lots and graves which shall be filed with the city clerk, provided, however, that the city may plat any part of the cemetery at a time, leaving the balance to be used for a park or other purposes consistent with the cemetery use, until needed for cemetery purposes.	The department of public works shall maintain a general plat for the laying out of drives and for the platting of the cemetery into sections, showing therein the number of lots and graves which shall be filed with the city clerk, provided, however, that the city may plat any part of the cemetery at a time, leaving the balance to be used for a park or other purposes consistent with the cemetery use, until needed for cemetery purposes.	Shifts maintenance responsibility to Public Works.
16.	13.04.230	The city clerk shall keep in a book prepared for the purpose a complete record of each lot or single grave sold, showing the date of sale, name and address of the purchaser, number of section of lot sold and price paid therefore.	A. The city shall keep an official record in either a book or web based program of each right of interment sold, showing the date of sale, name and address of the purchaser, location of the right of interment, and price paid therefor. B. In addition to the official record described in Subsection (A), the city shall keep in either book or web based program a record of each interment, showing the names of all persons interred, the date of interment, the number and date of the right of interment sold, the name of the funeral service provider, and the charges for work performed.	Enables ability to use web based program (more efficient than “books”); modifies incorrect use of “therefore”; merges and consolidates other sections requiring accurate records.

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Item	VMC Section	Existing Language	Proposed	Staff Comments
17.	13.04.250	All money received by the city clerk for cemetery lots or single graves shall be by him immediately paid to the director of Financial and Management Services.	[REPEALED]	This language is now incorporated into VMC 13.04.030(A), making VMC 13.04.250 redundant.
18.	13.04.260	No transfer of title of any lot or grave in the city cemetery or Park Hill Cemetery from one person to another shall be made until payment of the fee therefore set by Section 13.04.090 has been made to the city clerk. Upon payment of such fee and presentation of the deed to the grave, the city clerk shall endorse such transfer thereon and make record thereof; and no transfer shall be valid until such endorsement shall have been made on the deed by the city clerk; and no burials shall be made on the lot by the transferee until the valid transfer of the lot has been made. In the event the purchaser of a city cemetery lot desires to resell his lot, the city clerk is authorized on behalf of the city to purchase it at not more than the amount for which it was originally purchased out of moneys appropriated or budgeted for such purpose.	No transfer of any right of interment in the city cemeteries from one person to another shall be made until payment of the fee therefore set pursuant to VMC 13.04.092 has been made to the city clerk or designee. Upon payment of such fee and presentation of the right of interment, the city clerk or designee shall endorse such transfer thereon and make record thereof; and no transfer shall be valid until such endorsement shall have been made on the right of interment by the city clerk or designee; and no interments shall be made on any lot, grave, or niche by the transferee until the valid transfer of the interment right has been made. In the event the purchaser of a right of interment desires to resell the right, the city clerk or designee is authorized on behalf of the city to purchase it at not more than the amount for which it was originally purchased out of moneys appropriated or budgeted for such purpose.	Modifies use of “title” and “deed” to “right of interment” to be consistent with ordinance; modifies reference to VMC 13.04.090 (price schedule set by ordinance) to VMC 13.04.092 (price schedule set by staff).
19.	13.04.271	There shall be a retort maintenance reserve within the Park Hill Cemetery Fund. There shall be paid into said reserve the sum of twelve dollars fifty cents from each cremation fee received. Money in such reserve shall be used only for major maintenance and improvements needed at the cemetery's cremation furnace retort.	[REPEALED]	The retort reserve fund was established in 1993 to account for costly repairs as a result of conducting cremation services. The City ended cremation services and removed all cremation equipment years ago. There is no longer any need for this reserve fund.

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Item	VMC Section	Existing Language	Proposed	Staff Comments
20.	13.04.272	All caskets buried in either of the city cemeteries shall be placed in a concrete grave box (liner) at the time of burial, and all ash urns shall be placed in a concrete container at the time of burial.	All non-cremated human remains intended to be buried in any city cemetery, regardless of whether contained in a casket or similar enclosure, shall be placed in a concrete grave box (liner) at the time of burial. All cremated human remains intended to be buried, whether placed in an urn or similar enclosure, shall be placed in liner at the time of burial, which shall be made from a durable material approved in advance by the lead cemetery official that provides sufficient structural support to protect the casket or urn from collapse.	This section clarifies the requirements necessary to bury human remains in graves (whether cremated or not). Modern practices do allow for materials other than concrete, but they must be consistent with industry norms to prevent underground collapse.
21.	13.04.280	In addition to the record heretofore provided for, the city clerk shall keep a record of interment compiled from the sexton's report, showing the names of all persons buried in each lot and date of burial, the number and date of the permit, and the name of the undertaker and the charges.	[REPEALED]	This section has now been incorporated into VMC 13.04.230.
22.	13.04.290	The sexton shall keep in a book prepared for that purpose the record of all interments, showing in proper columns the name of the deceased, the lot in which the interment is made, number and date of the permit, date of burial, name of undertaker, and the charges for opening grave or other work performed by him; and he shall make a monthly report to the city council in like form to the record above provided of all interments made during the preceding month.	[REPEALED]	This section has now been incorporated into VMC 13.04.230.
23.	13.04.330	No person shall bury one body on top of another except with special permission of the cemetery supervisor and only upon payment of regular fees or any special or additional fee established by ordinance.	Double depth burials are allowed upon payment of regular fees and any special or additional fees identified in the fee schedule adopted pursuant to VMC 13.04.092. The limitations on the number of human remains in any one grave, whether single depth or double depth, shall be as follows: • Single depth grave: six cremated human remains; or one non-cremated human remains and up to five cremated human remains • Double depth grave: two non-cremated human remains and up to four cremated human remains	The burial of multiple humans in a single grave has become acceptable subject to limitations. This section now correlates to current industry standards.

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Item	VMC Section	Existing Language	Proposed	Staff Comments
24.	13.04.350	No person shall place improvements or cornerstones indicating the boundaries of lots except on the lot itself, nor shall anyone place fences of wood or iron, or walls, coping or curbs of brick, stone or marble on any lot as an enclosure thereof.	No person shall place improvements or cornerstones indicating the boundaries of lots or graves except on the lot or grave itself, nor shall anyone place fences of wood or iron, or walls, coping or curbs of brick, stone or marble on any lot or grave as an enclosure thereof.	A “lot” contains multiple graves. This section is modified to expressly prohibit borders or fences around a specific grave, as doing so interferes with the City’s ability to maintain the grounds.
25.	13.04.360	No person shall place any post of stone, concrete or marble at the corner of any lot which shall be less than two and one-half feet in length, and the same shall be placed so as not to project above the surface of the ground.	No person shall place any post of stone, concrete or marble at the corner of any lot or grave which shall be less than two and one-half feet in length, and the same shall be placed so as not to project above the surface of the ground.	Same rationale as amendment to VMC 13.04.350 – conduct regulated interferes with City’s ability to maintain grounds.
26.	13.04.370	No person shall place more than one monument on a family burial lot, which monument must be in the center of the lot unless deemed impractical by the sexton, in which case he shall determine the location; provided, however, that this shall not include markers, of which only one shall be allowed on each grave of a uniform size, fourteen by twenty-four inches, and not less than three inches thick, the same to be set flush with the sod. No foot stones for graves shall be allowed.	A. No person shall place more than three memorials on any grave, no more than one of which may be an upright memorial. B. No memorial may exceed the dimensions of any grave for which a right of interment is purchased. No upright memorial shall exceed sixty inches in height measured from the ground to the top of the monument, unless otherwise approved by the lead cemetery official. Flat memorials shall be not less than four inches thick.	Current code uses “markers” and “monuments” interchangeably despite different meanings. The amendment here, coupled with the definitions section, updates requirements for all memorials (noting difference between “flat memorials” and “upright memorials”) to current industry standards.

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Item	VMC Section	Existing Language	Proposed	Staff Comments
27.	13.04.380	No person shall place within the cemeteries any monument made of any material other than marble or slate stone. All monuments shall be properly supported with a concrete casing. All monuments must be flush with the surface of the ground. Monuments other than ones described above shall only be used with the written permission of the cemetery supervisor.	A. No person shall place within the cemeteries any flat memorial made of any material other than marble, granite or bronze, provided that any flat memorial measuring less than twelve inches by twenty-four inches shall have a concrete border. Concrete borders for flat memorials shall be of sufficient size and depth to hold the memorial firmly in place and flush with the ground. All flat memorials must be flush with the surface of the ground. B. Upright memorials are not permitted in Park Hill Cemetery except for Sections “A”, “B”, “C”, “J”, “O”, and “R”. Upright memorials, constructed pursuant to this section, may be erected in the foregoing designated sections of Park Hill Cemetery. Upright memorials may be allowed in other city cemeteries in the discretion of the lead cemetery official. Erection of an upright memorial on a grave shall not preclude the placing of a flat memorial on the same grave, subject to the other provisions in this chapter. Including and subject to the following provisions, the composition, dimensions, and styles of all foundations and bases for upright memorials shall require written approval in advance by the lead cemetery official. 1. <i>Foundations.</i> All foundations for upright memorials shall be comprised of either granite or concrete. Foundations shall be a minimum of four inches thick for granite and a minimum of six inches thick for concrete. 2. <i>Bases.</i> Upright memorial bases shall be a minimum of six inches high, and the sides shall be a rough, rock-faced texture. 3. <i>Monument.</i> The monument or die (primary portion) of an upright memorial shall be granite or marble. C. A bronze plaque may be used on any memorial, whether flat or upright. D. The lead cemetery official is authorized to promulgate rules governing niche memorials.	The goal of this amendment was to expressly permit upright memorials in six sections of Park Hill Cemetery, as well as in all other city cemeteries subject to approval by lead cemetery official. Permits concrete flat markers with bronze materials to provide a more cost efficient way of marking a grave, as is consistent with industry norms. Further delegates to lead cemetery official to establish rules to regulate niches. Additionally, Sections .500 (Marker foundations) and .570 (Foundations and bases for monuments) have been merged into this section for clarity and ease of reference.

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Item	VMC Section	Existing Language	Proposed	Staff Comments
28.	13.04.430	No person shall place a monument on any lot until the lot is fully paid for and a deed to the same obtained.	No person shall place a memorial on any lot, grave, or niche until a right of interment to the same is obtained and all applicable fees are paid.	No substantive change, but updates language to be consistent with remainder of ordinance.
29.	13.04.440	No person, whether or not a lot owner or a holder of a deed to a grave, shall pick any flower or break any limb of any tree or shrub in any cemetery or remove any tree or plant from any cemetery unless he has received permission from the cemetery supervisor. This regulation shall apply to all trees and plants brought into the grounds by friends or relatives of a deceased person as well as to those furnished by the city. All flowers and easels placed at any burial site at the time of a funeral shall be removed no later than five days after the funeral, either by the family or their representative, or by cemetery employees, and all flowers placed on graves on Memorial Day shall be removed within five days after Memorial Day either by the persons placing them there or by the city employees. Artificial flowers and plants shall not be placed on graves during the mowing season, which is established as the days between April 1st and October 31st of each year, except for a period of one week designated for Memorial Day observance by the cemetery supervisor. Only the cemetery supervisor or those employees working under his direction may plant any plants, build any structures or dig graves in the cemeteries, except with special permission of the supervisor, and no one shall place any articles upon graves except as permitted in this chapter.	No person, whether or not a lot owner or a holder of a deed to a grave, shall pick any flower or break any limb of any tree or shrub in any cemetery or remove any tree or plant from any cemetery unless written permission has been granted by the lead cemetery official. All flowers and easels placed at any burial site at the time of a funeral or on Memorial Day shall be removed no later than five days after the funeral or Memorial Day, respectively, either by the family or their representative. After the expiration of said five day period, any and all flowers and easels placed at any burial site at the time of a funeral may be removed by the lead cemetery official or those employees working under his or her direction. Artificial flowers and plants shall not be placed on graves during the mowing season, which is established as the days between March 1st and October 31st of each year, except for a period of one week designated for Memorial Day observance by the lead cemetery official. Glass receptacles are not allowed. Absent written permission granted by the lead cemetery official, only the lead cemetery official or those employees working under his or her direction may plant any plants, build any structures or dig graves in the cemeteries. No one shall place any articles upon graves except as permitted in this chapter.	Most of the changes to this section are to update references to “cemetery supervisor” to “lead cemetery official.” Additionally, maintenance of the grounds requires that mowing begin in March rather than April. Placement of flowers interferes with mowing, which is the purpose of this section. The amendment is designed to allow the City to begin its maintenance responsibilities at the proper time. Exceptions are allowed for funerals and Memorial Day. The amendment authorizes the lead cemetery official to remove flowers that remain beyond the five day grace period and/or are placed in times other than when allowed.

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Item	VMC Section	Existing Language	Proposed	Staff Comments
30.	13.04.450	Where monuments, headstones, cornerstones, markers or other property have been placed on any lot, no removal of the same will be permitted except in compliance with this chapter and regulations promulgated by the supervisor.	[REPEALED]	The amendments to VMC 13.04.460 (Memorials – Removal Prohibited— Exception) render this section redundant.
31.	13.04.460	After any monument, headstone, cornerstone, marker or other property has been placed on any lot sold in any city cemetery, it is unlawful to remove the same except with written authority from the cemetery supervisor. It shall be a violation of this chapter for anyone wilfully to damage any such property or any city property in the cemeteries.	After any memorial has been placed on any lot or grave sold in any city cemetery, it is unlawful to remove the same except with written permission from the lead cemetery official. It shall be unlawful for anyone willfully to damage any such property or any city property in the cemeteries. A violation of this section shall be a misdemeanor punishable in accordance with VMC 7.00.010.	The term “memorial” encompasses monument, headstone, cornerstone, and markers. Makes damaging property in city cemeteries a misdemeanor
32.	13.04.470	No person shall ride or drive any private vehicle in any city cemetery except on the drives thereof, nor at a speed in excess of ten miles per hour, which is established as the maximum vehicle speed on cemetery drives. No vehicle shall be operated on city cemetery drives which is in violation of any equipment regulations found in the city traffic code or other ordinance, and no vehicle in excess of ten thousand pounds gross weight shall be permitted on city cemetery grounds except with the permission of the city cemetery supervisor, and then subject to his regulations and directions.	No person shall ride or drive any private vehicle in any city cemetery except on the drives thereof, nor at a speed in excess of ten miles per hour, which is established as the maximum vehicle speed on cemetery drives. No vehicle shall be operated on city cemetery drives which is in violation of any equipment regulations found in the city traffic code or other ordinance, and no vehicle in excess of ten thousand pounds gross weight shall be permitted on city cemetery grounds except with the permission of the <u>lead cemetery official</u> , and then subject to his <u>or her</u> regulations and directions.	Modifies reference to “lead cemetery official” and includes gender inclusive language (this is also done in other sections in chapter 13.04 VMC)
33.	13.04.480	It is unlawful for anyone to enter or be in any city cemetery after dusk or before six a.m. of any day, except when the cemetery is open between such hours by order of the cemetery supervisor for a special occasion or service; provided, this section shall not apply to employees of the city who enter the cemetery in the course of their employment.	It is unlawful for anyone to enter or be in any city cemetery after dusk or before six a.m. of any day, except when the cemetery is open between such hours by order of the lead cemetery-official for a special occasion or service; provided, this section shall not apply to employees of the city who enter the cemetery in the course of their employment.	Modifies reference to “lead cemetery official.”
34.	13.04.490	No lots shall contain any slab stone nor any head or foot stone in any erect or vertical position.	[REPEALED]	Vertical memorials are now permitted subject to regulations established in this ordinance. See VMC 13.04.380.

VMC Title 13 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
35.	13.04.500	Foundations for markers shall be of sufficient size or depth to hold the marker firmly in place.	[REPEALED]	This section, as amended, has been merged into VMC 13.04.380.
36.	13.04.510	A crematorium has been constructed at Park Hill Cemetery and shall be operated as a part of such cemetery under the supervision of the person appointed cemetery supervisor under Section 13.04.020. Such supervisor, subject to direction by the superintendent of parks, shall make reasonable rules and regulations for the use of such crematorium as are necessary and consistent with this chapter. The crematorium shall be used to perform only those cremations which have been arranged by licensed funeral directors pursuant to executed forms of contract approved by the city; all cremation services shall be for the fees set by ordinance.	[REPEALED]	The crematorium/retort no longer exists and has not existed for some time.
37.	13.04.530	The cemetery supervisor shall have charge of cemetery grounds and is authorized to enforce the rules to maintain order; to supervise workmen, visitors and driveways; to expel from the grounds any persons who violate this code or any rules promulgated hereunder; and to refuse admission of any persons or materials when he may deem such action necessary under this chapter. He shall be appointed a special policeman to enforce this chapter only, but shall not receive any extra compensation therefore.	The lead cemetery- official shall have charge of cemetery grounds and is authorized to enforce the rules to maintain order; to oversee maintenance staff, corrections crews, volunteers and visitors; to expel from the grounds any persons who violate this code or any rules promulgated hereunder; and to refuse admission of any persons or materials when such action may be necessary under this chapter.	Removes gender specific language; eliminates powers of official to be “a special policeman”
38.	13.04.560	Section "O" in Park Hill Cemetery is established as a monument section, and monuments may be erected therein subject to the rules and regulations of this chapter and other ordinances of the city of Vancouver. Erection of a monument on a grave shall not preclude the placing of a flat marker on the same grave.	[REPEALED]	The amendment to VMC 13.04.380, which now allows upright memorials in multiple sections in Park Hill, renders the first clause outdated. The final clause of 13.04.560 now appears in 13.04.380.

VMC Title 13 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
39.	13.04.570	a. Foundations. All foundations for monuments shall be one foot deep and shall extend six inches beyond the base of the monument stone. b. Bases. Monument bases shall not be larger than the following dimensions: 1. On a two-grave lot, eighteen inches by three feet; 2. On a three-, four-, or five-grave lot, eighteen inches by four feet; 3. On a six-grave lot, two monuments, eighteen inches by four feet, each.	[REPEALED]	This section, as amended, has been merged into VMC 13.04.380.
40.	13.04.600	It is unlawful for any person, firm, or corporation to establish or plat any new cemetery or to extend the boundaries of any existing cemetery within the limits of the city of Vancouver, and it is unlawful to establish or plat any new mausoleum or crematory, or extend any mausoleum or crematory within the city limits of the city of Vancouver.	[REPEALED]	This section has not been enforced for decades. Dozens of cemeteries and crematories have been established since this section was passed in 1953. Staff recommends formally repealing it.
41.	13.04.620	Anyone convicted of violating any section of the ordinance codified in this chapter shall be fined not to exceed five hundred dollars.	Except as provided in Section 13.04.460 of this chapter, a violation of this chapter shall be considered a class 1 civil infraction under RCW 7.80.120 with a fine not exceeding \$250.00. Nothing in this section affects the adoption of any RCW section adopted by reference in VMC 7.02.010. Nothing in this section limits or affects any right of restitution, including but not limited to that of the city.	Aside from willfully damaging property, which is addressed in 13.04.460, staff recommends that a violation of this chapter be reduced from a crime to a civil infraction punishable by fine.



MEMORANDUM

DATE: Monday, February 1, 2021

TO: Mayor and City Councilmembers

FROM: Council Subcommittee 2 (Stober Paulsen and Lebowsky)

CC: Eric J. Holmes, City Manager
Shannon Ripp, Boards and Commissions

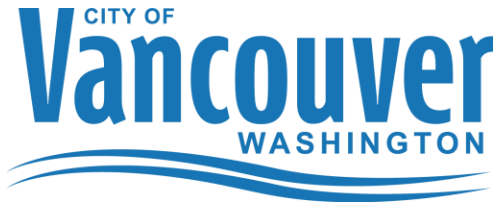
RE: Recommendation for Appointment to the Vancouver Public Facilities District Board

The Vancouver Public Facilities District Board (PFD) is a municipal corporation governed by a five-member Board of Directors. It was created by Vancouver City Council in 1999 to develop the downtown hotel and convention center. The PFD consists of two seats appointed at-large and three seats that require recommendations from outside agencies.

Committee 2 interviewed two applicants for one full-term, at-large position, and they recommend the appointment of Barry Hemphill; with his term beginning immediately and expiring November 30, 2024.

If there are no objections we would like to make this appointment at the **Monday, February 8, 2021** Council meeting.

Attachments:
Application
Current PFD Roster



MEMORANDUM

DATE: Monday, February 1, 2021

TO: Mayor and City Councilmembers

FROM: Council Subcommittee 1 (Hansen, Glover and Fox)

CC: Eric J. Holmes, City Manager
Shannon Ripp, Boards and Commissions

RE: Recommendation for Reappointment to the Downtown Redevelopment Authority Board

The Downtown Redevelopment Authority Board (DRA) serves as a citizen advisory body and makes recommendations to the City Council. The DRA is responsible for the oversight of Vancouver Hilton Hotel and Convention Center operations, finances and promotion.

Council Subcommittee 1 recently interviewed five candidates, including one seeking reappointment, for one full-term position on the board, and recommends the reappointment of Jan Robertson; with a term beginning immediately and expiring December 31, 2024.

If there are no objections we would like to make this reappointment at the **Monday, February 8, 2021** Council meeting.

Attachments:

Letter of Continued Interest from Ms. Robertson
Current DRA Roster

VOUCHER APPROVAL

We, the undersigned council members of the City of Vancouver, Clark County, Washington, do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers listed below are approved for payment in the amount of:

\$ 5,083,888.32 this 8th day of February 2021.

MAYOR



AUDITING OFFICER

COUNCILMEMBER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
January 26, 2021 - February 1, 2021	Accounts Payable Checks (see attached)	\$ 4,953,918.17
January 26, 2021 - February 1, 2021	Hansen City Payments (see attached)	\$ 2,530.23
January 26, 2021 - February 1, 2021	Visa Refunds (see attached)	\$ 344.60
January 26, 2021 - February 1, 2021	Payroll Checks (see attached)	\$ 127,095.32
TOTAL		\$ 5,083,888.32

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	Manual Wire	No Reference	1/12/2021	86.29	Bank Of America N.A. - Remit-To: Account Analysis	
Supplier Payment	Manual Wire	No Reference	1/25/2021	34,356.12	Gallagher Bassett Services Inc	
Supplier Payment	Manual Wire	No Reference	1/25/2021	55,264.79	State of Washington Department of Retirement System (PERS)	
Supplier Payment	Manual Wire	No Reference	1/26/2021	837,758.40	Internal Revenue Service	
Supplier Payment	Manual Wire	No Reference	1/26/2021	103.38	State of Arizona	
Supplier Payment	Manual Wire	No Reference	1/26/2021	25.12	State of California	
Supplier Payment	Manual Wire	No Reference	1/26/2021	271,079.58	State of Washington Department of Revenue	
Supplier Payment	Manual Wire	No Reference	1/27/2021	25,006.34	State of Oregon Department of Revenue	
Supplier Payment	Manual Wire	No Reference	1/28/2021	9,740.39	Bank Of America N.A. - Remit-To: Charlotte NC	
Procurement Card Payment	Manual Wire	No Reference	1/28/2021	426,385.66	CoV Procurement Card	PNC Payment
Supplier Payment	Manual Wire	No Reference	1/28/2021	28,188.34	Gallagher Bassett Services Inc	
Supplier Payment	Manual Wire	No Reference	1/29/2021	1,101.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Manual Wire	No Reference	2/1/2021	221,442.45	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire	No Reference	2/1/2021	4,616.89	Internal Revenue Service	
Supplier Payment	Manual Wire	No Reference	2/1/2021	750,191.93	State of Washington Department of Retirement System (PERS)	
Supplier Payment	Manual Wire	No Reference	2/1/2021	12,609.50	Washington Dental Service	
Expense Payment	Direct Deposit	EFT-00088059	1/28/2021	10.56	Kevin Wilson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00088060	1/28/2021	200.00	Landen Roberts	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00088061	1/28/2021	179.52	Ross Keys	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00088062	1/28/2021	139.95	Jason Ingram	Employee Reimbursement
Supplier Payment	EFT	EFT-00088063	1/28/2021	4,394.50	Lee Contractors LLC	
Supplier Payment	EFT	EFT-00088064	1/28/2021	5,007.29	Clark County Volunteer Lawyers Program	
Supplier Payment	EFT	EFT-00088065	1/28/2021	12,187.95	JH Kelly, LLC	
Supplier Payment	EFT	EFT-00088066	1/28/2021	10,303.04	Tapani Inc	
Supplier Payment	EFT	EFT-00088067	1/28/2021	905,916.34	Rotschy Inc	
Supplier Payment	EFT	EFT-00088068	1/28/2021	87,735.41	Community Roots Collaborative	
Supplier Payment	EFT	EFT-00088069	1/28/2021	19,487.61	Evoqua Water Technologies LLC	
Supplier Payment	EFT	EFT-00088070	1/28/2021	3,329.11	Mead and Hunt Inc	
Supplier Payment	EFT	EFT-00088071	1/28/2021	191,259.80	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	EFT	EFT-00088072	1/28/2021	4,707.36	Boys and Girls Clubs of Southwest Washington	
Supplier Payment	EFT	EFT-00088073	1/28/2021	19,366.61	The St. Paul's English Evangelical Lutheran Church	
Supplier Payment	EFT	EFT-00088074	1/28/2021	2,970.00	Level One LLC	
Supplier Payment	EFT	EFT-00088075	1/28/2021	53.81	Miller Mendel Inc	
Supplier Payment	EFT	EFT-00088076	1/28/2021	175.00	Rapid Response Bio Clean	
Supplier Payment	EFT	EFT-00088077	1/28/2021	95.00	T2 Systems Inc	
Supplier Payment	EFT	EFT-00088078	1/28/2021	10,785.00	Otak Inc	
Supplier Payment	EFT	EFT-00088079	1/28/2021	38,207.77	Share Inc	
Supplier Payment	EFT	EFT-00088080	1/28/2021	2,554.41	Lifeline Connections	
Customer Refund	Check	19783	1/27/2021	245.00	DISCOVERY NURSING AND REHAB / PRESTIGE CARE	Refund of overpayment.
Ad Hoc Payment	Check	19784	1/27/2021	1,495.00	ADELA IC-LOPEZ	VOUCHER 2008025.030
Ad Hoc Payment	Check	19785	1/27/2021	175.20	Alliant Systems LLC	FRI-284462 refund
Ad Hoc Payment	Check	19786	1/27/2021	70.75	Allison Lester	Utility Refunds: 0034000418-03
Ad Hoc Payment	Check	19787	1/27/2021	348.44	Amy and Chad Dixon	Utility Refunds: 0138001846-01
Ad Hoc Payment	Check	19788	1/27/2021	132.00	Angie Adams	Utility Refunds: 0006023900-05 Consolidated refund created from multiple refunds

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Ad Hoc Payment	Check	19789	1/27/2021	168.14	Audrey A Maddox	Utility Refunds: 0002000112-01
Ad Hoc Payment	Check	19790	1/27/2021	439.17	Blairco Inc	MPE-294213 refund
Ad Hoc Payment	Check	19791	1/27/2021	31.33	Chunxiang Li	Utility Refunds: 0000003208-04
Ad Hoc Payment	Check	19792	1/27/2021	3,600.00	Clark County Title	reconveyances x18 1-27-2021
Ad Hoc Payment	Check	19793	1/27/2021	95.88	Cori & Karla Anderson	Utility Refunds: 0035011100-03
Ad Hoc Payment	Check	19794	1/27/2021	132.79	Darko Kamenko	Utility Refunds: 0004049500-04
Ad Hoc Payment	Check	19795	1/27/2021	20.00	David/Diana Fisher	refund overpmt alarm inv #99419209
Ad Hoc Payment	Check	19796	1/27/2021	1,000.00	David Chiles	Utility Refunds: 0045028200-05
Ad Hoc Payment	Check	19797	1/27/2021	120.00	Diana Long	Utility Refunds: 0000006716-03
Ad Hoc Payment	Check	19798	1/27/2021	50.00	Disparte,Louis	Utility Refunds: 0002000112-01
Ad Hoc Payment	Check	19799	1/27/2021	350.00	Donald R Van Nostern	Utility Refunds: 0046068712-06 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	19800	1/27/2021	59.51	Entek Corporation	MPE-294102 refund
Ad Hoc Payment	Check	19801	1/27/2021	306.00	Gail Prager, Personal Rep	Utility Refunds: 0031033000-02
Ad Hoc Payment	Check	19802	1/27/2021	308.00	Heather & Ryan Wall	Utility Refunds: 0060073420-04
Ad Hoc Payment	Check	19803	1/27/2021	106.50	Heather Ashby	Utility Refunds: 0000002152-02
Ad Hoc Payment	Check	19804	1/27/2021	236.08	Hoa L Doan	Utility Refunds: 0149001016-05
Ad Hoc Payment	Check	19805	1/27/2021	455.54	Hoa L Doan	Utility Refunds: 0149001016-05 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	19806	1/27/2021	46.99	Janna R Lovejoy, Personal Rep	Utility Refunds: 0000004345-03
Ad Hoc Payment	Check	19807	1/27/2021	124.58	Jean-Paul Grandjean	Utility Refunds: 0003029600-04 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	19808	1/27/2021	25.30	Jessica Mullen	Utility Refunds: 0000002289-03
Ad Hoc Payment	Check	19809	1/27/2021	220.85	Jodi & Gary Lipmann	Utility Refunds: 0000003453-03
Ad Hoc Payment	Check	19810	1/27/2021	82.70	Jody Campbell, Trustee	Utility Refunds: 0012041000-02
Ad Hoc Payment	Check	19811	1/27/2021	308.35	John Hall	Utility Refunds: 0000003423-02
Ad Hoc Payment	Check	19812	1/27/2021	110.49	Joseph & Nicole Keeler	Utility Refunds: 0000005375-02
Ad Hoc Payment	Check	19813	1/27/2021	98.40	Karen & Kristopher Nowak	Utility Refunds: 0097040024-01
Ad Hoc Payment	Check	19814	1/27/2021	213.41	Karen Nowak	Utility Refunds: 0097040024-01
Ad Hoc Payment	Check	19815	1/27/2021	59.30	Katherine Yochim-Smith	Utility Refunds: 0030016600-04
Ad Hoc Payment	Check	19816	1/27/2021	249.50	Lance & Lisa Marcum	Utility Refunds: 0000008301-02
Ad Hoc Payment	Check	19817	1/27/2021	457.70	Lee Shaffer	refund retiree Kaiser medical
Ad Hoc Payment	Check	19818	1/27/2021	100.00	Linda D Hall, Trustee	Utility Refunds: 0000006021-04
Ad Hoc Payment	Check	19819	1/27/2021	96.45	Lisa Dougherty	Utility Refunds: 0006010800-08
Ad Hoc Payment	Check	19820	1/27/2021	50.00	Lorna Clark	Utility Refunds: 0002000112-01
Ad Hoc Payment	Check	19821	1/27/2021	300.00	Margaret London	Utility Refunds: 0061034413-26 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	19822	1/27/2021	33.71	Matthew Yates	refund pkg permit COV09642
Ad Hoc Payment	Check	19823	1/27/2021	51.41	Nicole Schnidrig	Utility Refunds: 0005035000-03
Ad Hoc Payment	Check	19824	1/27/2021	20.00	Nikodim Vorobets	refund overpmt alarm inv #99425515
Ad Hoc Payment	Check	19825	1/27/2021	14.91	Olivia G Osada	Utility Refunds: 0107006055-05
Ad Hoc Payment	Check	19826	1/27/2021	1,530.00	Oregon Association of Clean Water Agencies	8335
Ad Hoc Payment	Check	19827	1/27/2021	96.82	Paul Antonette Burleigh	Utility Refunds: 0036037300-01
Ad Hoc Payment	Check	19828	1/27/2021	164.41	Paul Sheaper	Utility Refunds: 0000002063-04
Ad Hoc Payment	Check	19829	1/27/2021	311.60	PLS Engineering	ENG-79697 refund
Ad Hoc Payment	Check	19830	1/27/2021	77.28	Robert H Jr & Janet Maschmedt	Utility Refunds: 0046012702-01
Ad Hoc Payment	Check	19831	1/27/2021	63.51	Sarkinen Plumbing Inc	MPE-293917 refund
Ad Hoc Payment	Check	19832	1/27/2021	66.45	Summit Electric	MPE-293911 refund
Ad Hoc Payment	Check	19833	1/27/2021	30.34	Taqueria Don Jose	refund special license pmt
Ad Hoc Payment	Check	19834	1/27/2021	8,100.00	The Coalition for Clean Water	2021 Membership Dues
Ad Hoc Payment	Check	19835	1/27/2021	54.37	Travis Cranmore	Utility Refunds: 0000003327-03
Ad Hoc Payment	Check	19836	1/27/2021	101.33	Ying Zhang	Utility Refunds: 0000001589-04

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Ad Hoc Payment	Check	19837	1/27/2021	335.00	Zackery C & Samantha N McElveny	Utility Refunds: 0126007720-02
Supplier Payment	Check	19838	1/27/2021	970.00	Accurate Corporate Services Inc	
Supplier Payment	Check	19839	1/27/2021	4,783.69	Action Technology Systems	
Supplier Payment	Check	19840	1/27/2021	196,276.53	Advanced Excavating Specialists LLC	
Supplier Payment	Check	19841	1/27/2021	6,512.00	Advantel Incorporated	
Supplier Payment	Check	19842	1/27/2021	7,634.50	Allegiance Benefit Plan Management Inc	
Supplier Payment	Check	19843	1/27/2021	121.80	American Sani-Can	
Supplier Payment	Check	19844	1/27/2021	86.00	American Water Works	
Supplier Payment	Check	19845	1/27/2021	206.29	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	19846	1/27/2021	21,463.20	Arborscape Ltd Inc	
Supplier Payment	Check	19847	1/27/2021	7,229.20	Avaya Inc - Remit-To: Avaya New York	
Supplier Payment	Check	19848	1/27/2021	24,200.00	Bullard Law P. L.	
Supplier Payment	Check	19849	1/27/2021	2,351.25	Cascadia Consulting Group Inc	
Supplier Payment	Check	19850	1/27/2021	13,078.17	CECO Inc	
Supplier Payment	Check	19851	1/27/2021	6,797.29	CH2M Hill Engineers Inc - Remit-To: CH2M - Dallas	
Supplier Payment	Check	19852	1/27/2021	20.00	Clark County - Remit-To: Reeta Fees	
Supplier Payment	Check	19853	1/27/2021	47.72	Clark Public Utility District No. 1	
Supplier Payment	Check	19854	1/27/2021	455.27	Clark Public Utility District No. 1	
Supplier Payment	Check	19855	1/27/2021	568.46	Clark Public Utility District No. 1	
Supplier Payment	Check	19856	1/27/2021	768.23	Clark Public Utility District No. 1	
Supplier Payment	Check	19857	1/27/2021	743.63	Clark Public Utility District No. 1	
Supplier Payment	Check	19858	1/27/2021	657.87	Clark Public Utility District No. 1	
Supplier Payment	Check	19859	1/27/2021	588.07	Clark Public Utility District No. 1	
Supplier Payment	Check	19860	1/27/2021	6,747.90	Cobblestone Homes LLC	
Supplier Payment	Check	19861	1/27/2021	11,370.85	Columbia Resource Company	
Supplier Payment	Check	19862	1/27/2021	7,020.53	Columbia West Engineering	
Supplier Payment	Check	19863	1/27/2021	109.90	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	19864	1/27/2021	193.27	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	19865	1/27/2021	287.46	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	19866	1/27/2021	108.27	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	19867	1/27/2021	3,975.00	Crandall Arambula PC	
Supplier Payment	Check	19868	1/27/2021	900.00	Daniel Charles Henderson	
Supplier Payment	Check	19870	1/27/2021	750.00	EMS Technology Solutions LLC	
Supplier Payment	Check	19871	1/27/2021	20,364.73	Epic Land Solutions Inc	
Supplier Payment	Check	19872	1/27/2021	10,491.39	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	Check	19873	1/27/2021	1,500.47	Frontier Precision Inc	
Supplier Payment	Check	19874	1/27/2021	3,512.31	Gallagher Bassett Services Inc	
Supplier Payment	Check	19875	1/27/2021	17,109.23	Herrera Environmental Consultants Inc	
Supplier Payment	Check	19876	1/27/2021	1,130.35	Industrial Scientific Corporation - Remit-To: Industrial Scientific Corp - Pittsburgh	
Supplier Payment	Check	19877	1/27/2021	10,857.53	Intelicom Incorporated - Remit-To: LiteSys Inc	
Supplier Payment	Check	19878	1/27/2021	8,120.00	Kearns & West Inc	
Supplier Payment	Check	19879	1/27/2021	3,485.00	Kennedy Jenks Consultants - Remit-To: Kennedy Jenks Consulting	
Supplier Payment	Check	19880	1/27/2021	1,532.95	L.N. Curtis & Sons - Remit-To: Supplier L.N. Curtis & Sons	

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	Check	19881	1/27/2021	9,233.51	Mather and Sons Pump Service Inc	
Supplier Payment	Check	19882	1/27/2021	1,000.00	Message Gears LLC	
Supplier Payment	Check	19883	1/27/2021	7,200.00	Municipal Code Corporation	
Supplier Payment	Check	19884	1/27/2021	45,571.00	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	19885	1/27/2021	716.50	Murray Smith Inc	
Supplier Payment	Check	19886	1/27/2021	1,265.60	Net Transcripts Inc	
Supplier Payment	Check	19887	1/27/2021	80.00	Nigro & Associates	
Supplier Payment	Check	19888	1/27/2021	311.88	Northwest Cascade Inc	
Supplier Payment	Check	19889	1/27/2021	2,323.25	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	19890	1/27/2021	362.73	Otis Elevator	
Supplier Payment	Check	19891	1/27/2021	2,170.11	Passport Labs Inc. - Remit-To: Passport Labs Inc	
Supplier Payment	Check	19892	1/27/2021	1,313.63	Portland Adventist Medical Center	
Supplier Payment	Check	19893	1/27/2021	1,215.43	Portland Mechanical Construction LLC	
Supplier Payment	Check	19894	1/27/2021	1,554.96	PPC Solutions Inc	
Supplier Payment	Check	19895	1/27/2021	1,153.10	Purple Communications Inc	
Supplier Payment	Check	19896	1/27/2021	777.88	Qwest Corp - Remit-To: Qwest CABS - Monroe	
Supplier Payment	Check	19897	1/27/2021	10,307.64	Qwest Corp - Remit-To: Qwest Corp- Seattle	
Supplier Payment	Check	19898	1/27/2021	441.19	Rentokil North America Inc	
Supplier Payment	Check	19899	1/27/2021	9,620.00	Scott Edwards Architecture LLP	
Supplier Payment	Check	19900	1/27/2021	1,907.50	Sharon Rice	
Supplier Payment	Check	19901	1/27/2021	251.15	Skillsoft Corp	
Supplier Payment	Check	19902	1/27/2021	195.45	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	19903	1/27/2021	2,877.18	Southwest Clean Air Agency	
Supplier Payment	Check	19904	1/27/2021	7,111.30	SP Plus Corporation	
Supplier Payment	Check	19905	1/27/2021	10,551.41	Stantec Consulting Services Inc - Remit-To: Stantec - Chicago	
Supplier Payment	Check	19906	1/27/2021	5.54	State of Oregon Department of Transportation - Remit-To: OR DMV - Salem	
Supplier Payment	Check	19907	1/27/2021	4,038.00	State of Washington State Patrol	
Supplier Payment	Check	19908	1/27/2021	5,000.00	Staubach Holdings Inc	
Supplier Payment	Check	19909	1/27/2021	10.36	Stericycle Inc	
Supplier Payment	Check	19910	1/27/2021	915.98	Streamline Audio LLC	
Supplier Payment	Check	19911	1/27/2021	5,000.00	Talx UCM Services Inc	
Supplier Payment	Check	19912	1/27/2021	9,664.51	The Salvation Army	
Supplier Payment	Check	19913	1/27/2021	758.80	Towing & Recovering Services Inc	
Supplier Payment	Check	19914	1/27/2021	840.00	Triangle Resources Inc	
Supplier Payment	Check	19915	1/27/2021	15.45	United Parcel Service	
Supplier Payment	Check	19916	1/27/2021	7,862.85	United States Department of Agriculture - Remit-To: USDA APHIS - St Louis	
Supplier Payment	Check	19917	1/27/2021	4,890.82	Univar Solutions USA Inc - Remit-To: Supplier	
Supplier Payment	Check	19918	1/27/2021	2,533.00	Univar Solutions USA Inc	
Supplier Payment	Check	19919	1/27/2021	21,750.00	Universal Music - MGB NA LLC	
Supplier Payment	Check	19920	1/27/2021	458.00	Vancouver Downtown Association	
Supplier Payment	Check	19921	1/27/2021	13,940.24	Vast Data Concepts	
Supplier Payment	Check	19922	1/27/2021	4,548.91	Wagsys LLC	
Supplier Payment	Check	19923	1/27/2021	2,444.21	Walter E Nelson Company	
Supplier Payment	Check	19924	1/27/2021	120,665.86	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	19924	1/27/2021	120,665.86	Willis Towers Watson Insurance Services West inc	

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	Check	19925	1/27/2021	26,446.62	Wilson Oil Inc	
Supplier Payment	Check	19926	1/27/2021	5,898.64	WSP USA Inc. - Remit-To: WSP USA Inc. Dallas	
Supplier Payment	Check	19927	1/27/2021	3,433.00	W Todd Pascoe	
Supplier Payment	Check	19928	1/27/2021	9,147.11	YWCA Clark County	
Supplier Payment	Check	19929	1/27/2021	2,282.68	Zayo Group Holding Inc - Remit-To: Zayo Group Holding Inc	
Ad Hoc Payment	Check	19930	1/28/2021	30,897.74	Kirkwood Properties Two LLC	refund per section 4(d) of developer agreement
Supplier Payment	Check	19931	1/28/2021	29,972.60	LGS Events and Party Rental	
Supplier Payment	Check	19932	1/29/2021	95,295.83	State of Washington Department of Employment Security - Remit-To: State of Washington Department of Employment Security / Seattle	
			SUBTOTAL	4,953,918.17		
Hansen			2/1/2021	2,530.23	City Payments	Posted 01-26-21 to 02-01-21
			SUBTOTAL	2,530.23		
Visa			2/1/2021	279.60	Miscellaneous	Parks Class Refunds - FCC 01-26-21 to 02-01-21
Visa			2/1/2021	65.00	Miscellaneous	Parks Class Refunds - MCC 01-26-21 to 02-01-21
Visa			2/1/2021	0.00	Miscellaneous	Parks Class Refunds - Special Events 01-26-21 to 02-01-21
Visa			2/1/2021	0.00	Miscellaneous	Parks Class Refunds - WREC 01-26-21 to 02-01-21
			SUBTOTAL	344.60		
			TOTAL	4,956,793.00		

**City of Vancouver
Payroll Council Report
January 26, 2021 - February 1, 2021**

[illegible]

\$ 127,095.32