

Agreement

by and between

City of Vancouver

and

AFSCME, Local #307VC

January 1, 2009 – December 31, 2010

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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 position are in a budgeted/Council approved position and 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.

Temporary or seasonal worker: 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 hour period. The Employer will not rotate temporaries through the same position.

The intended use of temporary or seasonal workers by the Employer is to cover seasonal work loads 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 by the city and the Union.

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.

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.

- 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.

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 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. 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 and not more than one (1) on duty employee will be present from the City Attorney's Office.

- 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 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 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 and 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.
- 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 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 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 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 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 give 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 promotional opportunities. 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. 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 need as stated on the job

announcement, the Employer may consider the external applicants in its recruitment process.

Regular Appointments

- 8.4 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 probation period. The probation 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 initial probationary period, with or without cause, and such discipline or discharge shall not be subject to appeal.
- 9.2 Promotions are subject to a six-month probation period. The probation period for a promotion 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 promotional probation 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 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 22, below.
- 9.3 An employee who is transferred into a job within the same classification may serve a three (3)-month probationary period, if the job is significantly different than their previous job. Upon Union approval an additional three (3) month extension may be granted. In the event an employee does not successfully complete a

transfer probation period, the employee will be assigned to the employee's original position 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. 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 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.

10.5 Shift Assignments

From time to time, current 4-day week, 10-hour work schedules may be temporarily rescheduled to fill needs due to sick leave, military leave, or 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:

10.5.1 Any time a work schedule is rescheduled, it will consist of consecutive days of work.

10.5.2 Employees will be notified of the rescheduling 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, or third day of the new shift.

10.5.5 A work schedule differential of \$2.00 per hour shall
Apply to regularly scheduled work schedules
Scheduled on Saturday or Sunday.

10.6 Flexible Work Schedules – Applies Only to Employees of
City Attorney's Office

The Union and the City agree that support staff of the City
Attorney's
Office (CAO) covered under this agreement mutually agree to
allow employees to flex their hours to accommodate issues arising
from personal and/or work-related situations. Allowing CAO support
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 a CAO support staff 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

11.1 Wages

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

Effective January 1, 2009:

Salary schedules in Appendix C, for covered classifications will be adjusted by 0 percent.

Effective January 1, 2010:

Salary schedules in Appendix C, for covered classifications will be adjusted by 0 percent.

At one time between January 1, 2010 and June 30, 2010 the Union may bargain with the City with regard to Article 11.1 – Wages.

A benchmark survey will be conducted in 2010. The City and Union agree to discuss comparables for market studies.

11.1.1 Payroll System

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 continue to 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 date of hire or rehire.

11.2.1 At the time of promotion, employees will move to that step in the range of the new class which results in an increase of at least 5%. Upon successful completion of a promotional probation 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.

11.3 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 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. 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 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 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.

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.

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 (1/2) 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.

11.5.2 Any employee working 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).

11.5.3 Any employee working 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 or double time, unless the employee voluntarily chose this day of work, in which case 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 Employees may accrue compensatory time off in lieu of overtime compensation. The decision to grant comp 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 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). The maximum accrual shall 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 such use established under the Fair Labor Standards Act (FLSA). 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 above shall be paid a shift differential of one

dollar and fifty cents (\$1.50) per hour for hours worked; any employee whose regularly scheduled shift is the first shift (graveyard) as defined above shall be paid a shift differential of one dollar and seventy-five cents (\$1.75) per hour for hours worked. Requested assignments made to accommodate an employee's personal situation do not qualify for shift differential.

11.7 *Working Out-of-Class*

11.7.1 An employee who is temporarily assigned the duties and responsibilities of a higher level position shall be paid at a rate 5% above his/her current rate of pay, or at the entry rate of the higher job class, whichever is greater.

11.7.1.1 Pay within the higher class range applies if the employee is performing the full range of duties of the higher class; otherwise the 5% rate applies.

11.7.1.2 The employee is formally assigned to perform, and actually performs, duties of the higher job class which are not within the normal duties of the employee's regular job class. Formal assignment will include a written directive from the employee's supervisor.

11.7.1.3 The employee is so assigned and actually works the assignment for a period of three (3) or more consecutive work days. If the employee is so assigned and actually works the assignment for a period of three (3) or more consecutive work days, the out-of-class pay shall be retroactive to the first hour of that specific assignment.

11.7.1.4 The salary range for the higher paid class is at least 5% above the range for the employee's current job class.

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 of any such extensions. When management anticipates that an employee will be performing the principal duties of a higher classification for a period of more than 30 days, the employee may be given a temporary appointment to a position in the higher classification.

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 will be career developed for a maximum of one (1) year.

11.8 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 Vacation

12.1.1 Employees shall accrue vacation in accordance with the schedule in Appendix B, to be used for vacation or personal business. Bereavement leave and military leave are separate categories as specified in 12.7 and 12.8 of this article, below.

12.1.2 The employee's vacation account will be credited with the equivalent of six (6) months vacation accrual after the employee's first six (6) months of service. Monthly accrual as set forth in Appendix B shall begin at the end of the seventh month and each month thereafter. An employee with more

than six (6) months service with the city shall be paid for all earned and accrued vacation hours 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 Vacation 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. Vacation scheduling within the division shall be based on seniority within the city and shall be limited to a two (2) week block per selection.

12.2 *Paid Sick Leave*

- 12.2.1 Definition and Allowable Use: Sick leave is a leave of absence with pay which may be used by the employee for the following covered conditions:
- a. Personal illness or physical disability (including maternity disability).
 - b. Quarantine by a physician.
 - c. For keeping medical, dental, or optical appointments.
 - d. To care for a "child" (as defined as child, legal ward or a child of a person standing in loco parentis) of the employee with a health condition requiring treatment or supervision.
 - e. To care for a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or emergency condition.
 - f. To care for other family members who reside permanently in the employee's immediate household who have a serious health condition or emergency condition.
 - g. To care for the employee's domestic partner as designated in an Affidavit of Domestic Partnership submitted to the Employer.
 - h. "Serious health condition" shall mean an illness, injury, impairment, or physical or mental condition that involves any period of incapacity or treatment

connected with inpatient care (i.e. an overnight stay) in a hospital, hospice or residential medical care facility, and any period of incapacity or subsequent treatment or recovery in connection with such inpatient care, or that involves continuing treatment by or under the supervision of a health care provider or a provider of health care services and which includes any period of incapacity (i.e. inability to work, attend school or perform other regular daily activities).

- i. To seek legal or law enforcement assistance, treatment, or obtain medical or mental health services or remedies to ensure health and safety of the employee or qualified family members including, but not limited to, preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault, or stalking.
- j. Circumstances covered by FMLA or WFLA or Washington Family Care Act.

12.2.2 Parental leave: In the event two (2) parents of a child are employed by the City, the amount of leave taken to care for a sick child by either parent under FMLA will not affect the amount of FMLA leave available to the other employee, except that the City may refuse to allow both the employees to be gone at the same time.

12.2.3 Accrual: Paid sick leave will accrue at the rate of ten (10) hours per month for each regular, full-time employee of the City. Regular part-time employees will accrue at a pro-rated rate. Sick leave may be accrued up to a maximum of 1,280 hours.

12.2.4 Reporting of Sick Leave: An employee having reason to use sick leave for other than an immediate illness shall whenever possible inform the person designated by the Department Head of the fact and reason for the need for the use of sick leave in advance of the date of usage and as soon as possible after the employee becomes aware of the

circumstances justifying the use of sick leave. An employee on sick leave who is unable due to circumstances beyond their control to give the Employer advance notice shall at first opportunity inform their Supervisor or designee of the fact and the reason therefore as soon as possible. The Employer may require medical verification of absence due to any non-FMLA covered illness or injury under the following conditions:

- a. The employee has been absent for more than three (3) consecutive work days; or
- b. The employee has exhausted all sick leave; or
- c. The employee has had five (5) or more separate instances with less than twenty-four (24) hours notice in a six (6) month period; or
- d. The Employer reasonably believes that the absence may not be bona fide.

12.2.5 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.

12.2.6 Sick Leave Cash Out: Any employee hired before January 1, 1980, and retiring from the Employer shall be paid a sum equal to 50 percent (50%) of his/her accrued and unused sick leave.

12.2.7 Time Charging for Sick Leave: Sick leave shall be charged in fifteen (15) minute increments.

12.3 *Sick Leave Incentive*

Employees who use forty (40) hours or less of non FMLA sick leave during a calendar year may opt to sell back forty (40) hours of vacation. Employees who use twenty-four (24) hours or less of non FMLA sick leave during a calendar year may opt to sell back eighty (80) hours of vacation. The Employer shall track sick leave usage from January 1 to December 31 and notify eligible employees of the option to sell vacation to be paid the first pay period in March.

12.4 *Limitations on the Use of Vacation in Lieu of Sick Leave*

Vacation in lieu of sick leave will only be allowed if requested by the employee and approved by the Employer. If the request is not approved, the Employer will determine the appropriate leave status.

12.5 *Verification of Use*

Pursuant to City policy, Management must require the completion of a certification form by the employee's health care provider and any other verification required for under the provision of FMLA.

12.6 *Paid Leave while on FMLA Leave*

If an employee is on authorized sick leave which qualifies as protected under applicable State and Federal leave laws, the employee shall use existing vacation, 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 vacation leave in their bank and elect to take leave without pay.

12.7 *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 vacation account or sick leave account, if applicable under FMLA or as required by law, with the approval of the supervisor.

12.8 *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.

12.9 *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.

12.10 *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

One additional holiday of the employee's choice ("floating holiday") has been included as part of the vacation accrual under 12.1, above.

- 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 off at any time following the holiday, mutually agreed upon by the supervisor and the employee.
- 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 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 Employees and their dependents will have the option of selecting medical and dental coverage, as developed by the Employee Benefits Committee which shall seek a balance between the continuance of quality coverage and cost containment, while meeting legal and contractual obligations.

The City will pay 100% of medical premiums for employees. Employees with dependents will pay \$59.00 per month towards the medical premium.

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.

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

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.

14.4 All employees will have the option of participating in Flexible Spending Accounts (FSAs) for reimbursable medical costs, dependent care costs, or premium sharing costs.

14.5 Medical and dental insurance premiums for regular part-time employees shall be paid by the Employer in the same portion as detailed in 14.3 above, and pro-rata, based on the employee's budgeted FTE (full-time equivalent).

14.6 Employee Benefits Committee

AFSCME continues to support a city-wide Employee Benefits Committee whose purpose is to seek a balance between health benefit quality and cost containment. The Employee Benefits Committee shall meet on an on-going basis to explore health (medical, dental, vision, and prescription drug) benefit options; evaluate ways to control costs; and to develop recommendations for each year's health benefits plan. The Benefits Committee shall be authorized by the Employer and AFSCME to take necessary action via plan design modifications or to contain costs and make premium sharing recommendations. The Benefits Committee shall continue to have access to information related to benefit cost, plan design options, pricing and savings achieved.

The Committee shall be comprised of two (2) representatives from each bargaining unit (to include representation from their

respective Union staff; this would provide for a total of twenty (20) Union members based on current Union configuration), a total five (5) non-Union representatives, the City's benefit consultant (serving as a non-voting resource to the Committee), up to three (3) representatives from management, and, if necessary, a third party facilitator.

Members of this committee shall be empowered by each party to reach a binding decision. Such decisions shall be reached by a two-thirds (2/3) majority of all members of the Committee present. Members who will be absent during a meeting may participate in decisions by submitting a vote by proxy.

- 14.7 The City and Union agree to research, develop, and, if feasible, implement the concept of a Voluntary Employee Benefits Association (VEBA) that is linked to wellness incentives in 2010. The VEBA must be tied to wellness, must not be unduly burdensome to administer, and will not exceed \$50 per member annually. A recommendation regarding the concept and implementation of such VEBA will be made no later than January 2010.

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.

- 15.4 The Labor Management Committee will decide who the physicians will be to provide examinations.

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 three months 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 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

- 20.1 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. 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

Should a grievance be filed, the parties agree the grievance shall be submitted in accordance to the requirements set

forth in this Article. Any grievance raised shall be limited to the written statement of grievance as provided for in the initial step filed. 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, the grievance submitted 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.

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

- 21.2.1 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 five (5) 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 five (5) 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. 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, within ten (10) working days after mailing or delivery of the decision reached in Step 21.2.1., 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 five (5) working days of receipt of the grievance. The department head shall make a decision on the matter within five (5) 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 If the grievance remains unresolved after the decision has been rendered by the department head, 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 21.2.2. 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 five (5) 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 21.2.3 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 21.2.3.

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 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 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. 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 or performance evaluations 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. Tobacco Free Work Environment

- 23.1 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.

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-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, 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.

his/her
Such
incorporated in
employee subject to

25.2.2 The City shall notify each employee subject to layoff of rights and responsibilities as described in this Article. notification shall be reduced to writing and 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), work group (e.g. Signals, Water Production) or program area (e.g. Street Lights, Hydrant Flushing) being reduced, layoffs and resource reductions will be made in the following order:

25.3.1 Category 1 [Temporary, OSC, seasonal] first then 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.

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 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 will result in termination in accordance with Article 22.

- 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-force will affect any of the Union members. 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 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 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 of 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 ratification, thereafter employees transferring into any bargaining unit subject to this Agreement, shall have seniority defined as the employees most recent date of hire into the 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 due to protected leave provisions as provided for under state and federal regulations.

25.8 Recall – Employees who have been laid off, or transferred as an alternative to layoff, are eligible for reinstatement for a period 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 into. 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 this Article 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.

25.8.1 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. Recalled employees will have their accrual rates restored to the same accrual rate as of the date of layoff.

25.8.2 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.

25.8.3 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 their address or telephone number.

25.8.4 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 a layoff status.

25.9 Eligibility for reinstatement ends if:

25.9.1 An employee refuses to accept an offer of reinstatement 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 reinstatement 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 reinstatement list.

25.9.4 The employee resigns or retires.

Definitions

- a A. Transfer (moves laterally) – The movement from one position within job classification to another position within the same classification. 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 is closest to the range and step they occupied prior to being demoted.

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 each affected Union and shall meet with AFSCME to impact bargain the decision and effects.

27. Conflict of Contract and Ordinance

- 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 personnel ordinance and that where it is found that the provisions of such an agreement are in conflict with the personnel ordinance 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, 2009 through December 31, 2010, and shall continue in effect if renewed or extended by mutual agreement.

29.2 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.

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. Apprenticeship Program

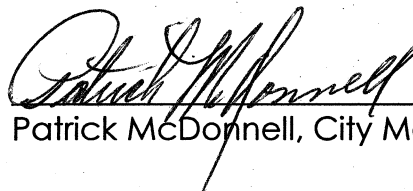
- 31.1 The City agrees to begin development of a registered apprenticeship program for the Maintenance Worker classification. This program shall be developed in partnership with Washington State, the City, AFSCME Local 307vc, and other appropriate parties. The City agrees to participate in the program and implement the apprenticeship standards adopted by the City and approved by the Washington State Apprenticeship and Training Council.
- 31.2 Upon completion of the "Standards of the Apprenticeship" as adopted by the City and approved by the State, the terms and conditions of the adopted apprenticeship shall be in full force and effect and shall be subject to all terms and conditions of this Agreement, provided certain effects of the apprenticeship program for new employees hired under the apprenticeship program shall be subject to negotiations of the parties.
- 31.3 Any apprentice within the classification shall be subject to the Agreement as may be modified and the apprenticeship shall not impact the negotiated rates of pay for employees hired within the current Maintenance Worker classifications.

Dated this 10th day of August, 2009.

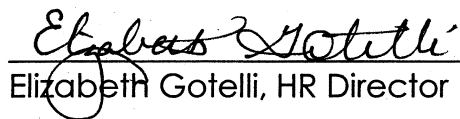
For the Employer



Royce E. Pollard, Mayor



Patrick McDonnell, City Manager




Elizabeth Gotelli, HR Director

For the Union




Joe Devlaeminck, AFSCME, 307VC



Ron Fredin, President,
AFSCME, 307VC

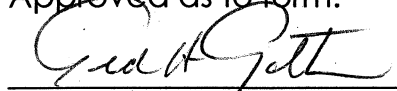


Dave McGrath, Vice-President,
AFSCME, 307VC



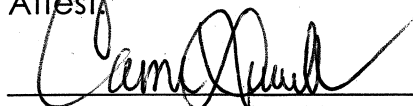
Yvonne Taylor, Executive Board,
AFSCME, 307VC
City Attorney's Office

Approved as to form:



Ted H. Gathe, City Attorney

Attest:



R. Lloyd Tyler, City Clerk

By: Carrie Lewellen, Deputy City Clerk

Appendix A - Covered Classifications

This list is only for the purpose of showing existing classification salary ranges.
This is subject to title changes and new classifications during the term of the contract.

JOB CLASS #	JOB CLASS TITLE	RANGE	BARGAINING UNIT
336	BUILDING REPAIR SPECIALIST	39	AFSCME
145	ELECTRICIAN	40	AFSCME
369	FACILITIES & MAINTENANCE COORDINATOR	43	AFSCME
164	FACILITIES MAINTENANCE SPECIALIST	37	AFSCME
158	BBC GROUNDS CHEMICAL SPECIALIST	35	AFSCME
249	BBC GROUNDS MAINTENANCE SPECIALIST	35	AFSCME
146	HVAC TECHNICIAN	40	AFSCME
264	INSPECTOR	35	AFSCME
423	INVESTIGATOR	47	AFSCME
303	LEAD MAINTENANCE WORKER	39	AFSCME
429	LEGAL ASSISTANT	35	AFSCME
426/427	LEGAL SECRETARY I/II	28/32	AFSCME
147	MAINTENANCE SPECIALIST	35	AFSCME
301/302	MAINTENANCE WORKER I/II	27/31	AFSCME
310	OPERATIONS DISPATCHER	28	AFSCME
240	PUBLIC WORKS SUPERVISOR	45	AFSCME
322	STOREKEEPER	26	AFSCME
236	STREET LIGHT TECHNICIAN I/II	33/36	AFSCME
217	TRAFFIC SIGNAL LEAD	42	AFSCME
120	TRAFFIC SIGNAL SPECIALIST	44	AFSCME
214	TRAFFIC SIGNAL TECHNICIAN	39	AFSCME
364	UTILITY ELECTRICIAN	40	AFSCME
137	UTILITY LOCATOR	31	AFSCME
176	UTILITY MAINTENANCE MECHANIC	37	AFSCME
121	WAREHOUSE SPECIALIST	37	AFSCME
124	WAREHOUSE SUPERVISOR	47	AFSCME
109	WAREHOUSE TECHNICIAN	29	AFSCME
304	WAREHOUSE WORKER	26	AFSCME
319	WATER QUALITY ASSISTANT	30	AFSCME
318	WATER QUALITY TECHNICIAN	35	AFSCME
315	WATER SYSTEM OPERATOR	34	AFSCME
316	WATER TREATMENT PLANT OPERATOR	39	AFSCME

Appendix B - Vacation Accrual Schedule

Employee Vacation 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)	
1-5	13.34	20	320	40
6-10	15.34	23	368	46
11-15	17.34	26	416	52
16-20	19.34	29	464	58
21+	21.34	32	512	64

Employee Vacation 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)	
1-2	10	15	240	30
3-5	13.34	20	320	40
6-10	15.34	23	368	46
11-15	17.34	26	416	52
16-20	19.34	29	464	58
21+	21.34	32	512	64

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)	

21+	23.34	35	560	70
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Appendix C – Salary Ranges

Salary Ranges Effective January 1, 2009

Salary adjustment applied at Step 1, Range 1

RANGE NUMBER	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
1	\$1,434	\$1,484	\$1,536	\$1,590	\$1,645	\$1,703	\$1,763	\$1,833
2	\$1,470	\$1,521	\$1,574	\$1,629	\$1,686	\$1,745	\$1,807	\$1,879
3	\$1,506	\$1,559	\$1,614	\$1,670	\$1,729	\$1,789	\$1,852	\$1,926
4	\$1,544	\$1,598	\$1,654	\$1,712	\$1,772	\$1,834	\$1,898	\$1,974
5	\$1,583	\$1,638	\$1,695	\$1,755	\$1,816	\$1,880	\$1,945	\$2,023
6	\$1,622	\$1,679	\$1,738	\$1,799	\$1,862	\$1,927	\$1,994	\$2,074
7	\$1,663	\$1,721	\$1,781	\$1,844	\$1,908	\$1,975	\$2,044	\$2,126
8	\$1,704	\$1,764	\$1,826	\$1,890	\$1,956	\$2,024	\$2,095	\$2,179
9	\$1,747	\$1,808	\$1,871	\$1,937	\$2,005	\$2,075	\$2,147	\$2,233
10	\$1,791	\$1,853	\$1,918	\$1,985	\$2,055	\$2,127	\$2,201	\$2,289
11	\$1,835	\$1,900	\$1,966	\$2,035	\$2,106	\$2,180	\$2,256	\$2,346
12	\$1,881	\$1,947	\$2,015	\$2,086	\$2,159	\$2,234	\$2,313	\$2,405
13	\$1,928	\$1,996	\$2,066	\$2,138	\$2,213	\$2,290	\$2,370	\$2,465
14	\$1,977	\$2,046	\$2,117	\$2,191	\$2,268	\$2,347	\$2,430	\$2,527
15	\$2,026	\$2,097	\$2,170	\$2,246	\$2,325	\$2,406	\$2,490	\$2,590
16	\$2,077	\$2,149	\$2,224	\$2,302	\$2,383	\$2,466	\$2,553	\$2,655
17	\$2,128	\$2,203	\$2,280	\$2,360	\$2,442	\$2,528	\$2,616	\$2,721
18	\$2,182	\$2,258	\$2,337	\$2,419	\$2,504	\$2,591	\$2,682	\$2,789
19	\$2,236	\$2,315	\$2,396	\$2,479	\$2,566	\$2,656	\$2,749	\$2,859
20	\$2,292	\$2,372	\$2,455	\$2,541	\$2,630	\$2,722	\$2,818	\$2,930
21	\$2,349	\$2,432	\$2,517	\$2,605	\$2,696	\$2,790	\$2,888	\$3,004
22	\$2,408	\$2,492	\$2,580	\$2,670	\$2,763	\$2,860	\$2,960	\$3,079
23	\$2,468	\$2,555	\$2,644	\$2,737	\$2,833	\$2,932	\$3,034	\$3,156
24	\$2,530	\$2,619	\$2,710	\$2,805	\$2,903	\$3,005	\$3,110	\$3,235
25	\$2,593	\$2,684	\$2,778	\$2,875	\$2,976	\$3,080	\$3,188	\$3,315
26	\$2,658	\$2,751	\$2,848	\$2,947	\$3,050	\$3,157	\$3,268	\$3,398

27	\$2,725	\$2,820	\$2,919	\$3,021	\$3,127	\$3,236	\$3,349	\$3,483
28	\$2,793	\$2,891	\$2,992	\$3,096	\$3,205	\$3,317	\$3,433	\$3,570
29	\$2,863	\$2,963	\$3,066	\$3,174	\$3,285	\$3,400	\$3,519	\$3,660
30	\$2,934	\$3,037	\$3,143	\$3,253	\$3,367	\$3,485	\$3,607	\$3,751
31	\$3,008	\$3,113	\$3,222	\$3,334	\$3,451	\$3,572	\$3,697	\$3,845
32	\$3,083	\$3,191	\$3,302	\$3,418	\$3,537	\$3,661	\$3,789	\$3,941
33	\$3,160	\$3,270	\$3,385	\$3,503	\$3,626	\$3,753	\$3,884	\$4,040
34	\$3,239	\$3,352	\$3,469	\$3,591	\$3,717	\$3,847	\$3,981	\$4,140
35	\$3,320	\$3,436	\$3,556	\$3,681	\$3,809	\$3,943	\$4,081	\$4,244
36	\$3,403	\$3,522	\$3,645	\$3,773	\$3,905	\$4,041	\$4,183	\$4,350
37	\$3,488	\$3,610	\$3,736	\$3,867	\$4,002	\$4,142	\$4,287	\$4,459
38	\$3,575	\$3,700	\$3,830	\$3,964	\$4,102	\$4,246	\$4,395	\$4,570
39	\$3,664	\$3,793	\$3,925	\$4,063	\$4,205	\$4,352	\$4,504	\$4,685
40	\$3,756	\$3,887	\$4,023	\$4,164	\$4,310	\$4,461	\$4,617	\$4,802
41	\$3,850	\$3,985	\$4,124	\$4,268	\$4,418	\$4,572	\$4,732	\$4,922
42	\$3,946	\$4,084	\$4,227	\$4,375	\$4,528	\$4,687	\$4,851	\$5,045
43	\$4,045	\$4,186	\$4,333	\$4,484	\$4,641	\$4,804	\$4,972	\$5,171
44	\$4,146	\$4,291	\$4,441	\$4,597	\$4,757	\$4,924	\$5,096	\$5,300
45	\$4,250	\$4,398	\$4,552	\$4,712	\$4,876	\$5,047	\$5,224	\$5,433
46	\$4,356	\$4,508	\$4,666	\$4,829	\$4,998	\$5,173	\$5,354	\$5,569
47	\$4,465	\$4,621	\$4,783	\$4,950	\$5,123	\$5,303	\$5,488	\$5,708
48	\$4,576	\$4,736	\$4,902	\$5,074	\$5,251	\$5,435	\$5,625	\$5,850
49	\$4,691	\$4,855	\$5,025	\$5,201	\$5,383	\$5,571	\$5,766	\$5,997
50	\$4,808	\$4,976	\$5,150	\$5,331	\$5,517	\$5,710	\$5,910	\$6,147
51	\$4,928	\$5,101	\$5,279	\$5,464	\$5,655	\$5,853	\$6,058	\$6,300
52	\$5,051	\$5,228	\$5,411	\$5,601	\$5,797	\$5,999	\$6,209	\$6,458
53	\$5,178	\$5,359	\$5,546	\$5,741	\$5,941	\$6,149	\$6,365	\$6,619
54	\$5,307	\$5,493	\$5,685	\$5,884	\$6,090	\$6,303	\$6,524	\$6,785

Salary Range Structure:

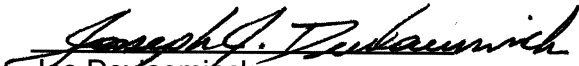
2.5% between ranges; 3.5% spread between steps 1 thru 7; 4% spread between steps 7 and 8.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF VANCOUVER AND AFSCME, LOCAL 307VC**

This agreement is entered into between AFSCME, Local 307VC (hereinafter "Union"), and the City of Vancouver, a municipal corporation of the State of Washington, hereinafter referred to as "City."

The City agrees to conduct a classification study in 2010 for the positions of Lighting Technician, Signal Technician, and Electrician. The City and Union agree that the process and comparables relating to the study will be discussed with the Union, but that the implementation of any resulting wage adjustment is negotiable and subject to bargaining.

For AFSCME, Local 307VC:


Joe Devaeminck

9/1/09
Date

For the City of Vancouver:


Elizabeth Gotelli
Human Resources Director

9.2.09
Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF VANCOUVER AND AFSCME, LOCAL 307VC**

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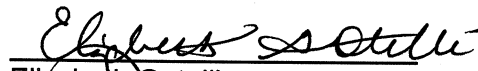
The City and the Union agree to meet to study usage and develop recommendations regarding incentives to reduce the usage of sick leave. These recommendations will be finalized no later than July 1, 2010.

For AFSCME, Local 307VC:


Joe Devlaeminck

9/1/9
Date

For the City of Vancouver:


Elizabeth Gotelli
Human Resources Director

9.2.09
Date