

Agreement

by and between

City of Vancouver

and

AFSCME, Local #307VC

January 1, 2022 – December 31, 2024

AFSCME Contract Table of Contents

<u>Section</u>	<u>Subject</u>	<u>Page</u>
Preamble	Preamble	1
Article 1	Recognition and Bargaining Unit	2
Article 2	Nondiscrimination.....	3
Article 3	Rights of Management.....	3
Article 4	Union Security	4
Article 5	Union Representatives and Union Activity	5
Article 6	Strikes, Work Stoppages and Work Slowdowns	8
Article 7	Identification of Jobs.....	8
Article 8	Posting of Jobs	9
Article 9	Probation.....	10
Article 10	Work Week, Hours of Work, Shifts.....	11
Article 11	Rates of Pay	14
	11.1 Wages.....	14
	11.2 Salary Step Plan	14
	11.3 Hourly Rate Definition	16
	11.4 [Reserved].....	15
	11.5 Callback Pay	15
	11.6 Overtime Compensation	17
	11.7 Shift Differential	19
	11.8 Working Out-of-Class.....	19
	11.9 License Fees.....	20
Article 12	Leave Benefits	20
	12.1 Paid Time Off	20
	12.2 Grandfathered Sick Leave Cash Out.....	20
	12.3 Paid Leave while on State and Federal Protected Leave	21
	12.4 Bereavement Leave.....	21
	12.5 Military Leave.....	21
	12.6 Family Leave – FMLA	22
	12.7 Pregnancy/Childbirth Disability Leave.....	22
Article 13	Holidays	22
Article 14	Employee Insurance.....	23
Article 15	Fitness for Duty.....	25
Article 16	Retirement Plan.....	25
Article 17	Training Program	25
Article 18	Clothing, Tools and Safety Equipment.....	26
Article 19	Driver’s License.....	26

<u>Section</u>	<u>Subject</u>	<u>Page</u>
Article 20	Mileage Reimbursement, Parking Rates and Commute Trip Reduction.....	28
Article 21	Grievance Procedure.....	29
Article 22	Employee Discipline and Termination	32
Article 23	Performance Evaluations	32
Article 24	Non-Reduction of Wages and Working Conditions	33
Article 25	Layoff, Recall and Bumping.....	33
Article 26	Contracting-Out/Out-Sourcing	36
Article 27	Conflict of Contract and City Employment Policies	36
Article 28	Separability Clause	37
Article 29	Termination and Renewal.....	37
Article 30	Labor-Management Committee.....	38
Article 31	Temporary or Seasonal Workers	38
Article 32	Tobacco Free Work Environment.....	38
Article 33	Contract Amendments	38
Appendix A	Classifications and Rates of Pay..... 2022	41
Appendix B	Paid Time Off Accrual Schedule.....	53
Addendum	City Attorney's Office Addendum	
Addendum	Recreation Division Addendum	

PREAMBLE

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

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

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

1. Recognition and Bargaining Unit

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

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

Definitions

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

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

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

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

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

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

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

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

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

2. Nondiscrimination

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

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

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

3. Rights of Management

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

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

3.1.2 To determine the number of employees to be employed;

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

3.1.4 To evaluate employees' performance;

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

4. Union Security

- 4.1 Rights of Bargaining Unit Employees: Subject to the provisions of this Article and in compliance with federal and state law, it shall be a condition of employment that all City employees covered by this Agreement shall become and remain members of the Union in good standing. There shall be no discrimination exercised against any employee covered by the Agreement because of their 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 their employment status with the Employer is in

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

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

5. Union Representatives and Union Activity

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

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

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

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

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

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

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

- 5.5 City work hours shall not be used by employees or the business representatives for the conduct of Union business or the promotion of Union affairs other than stated above.
- 5.6 The City shall provide bulletin board space for Union notices in a conspicuous location where workers frequent regularly in each work area.
- 5.7 Union Business Unpaid Leave: Shop Stewards and Union Officers are eligible for Union Business Unpaid Leave, provided the City grants such requests. Written requests for such leave shall be given to the affected employee's immediate supervisor and to the Department Director of their 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 their timesheet accordingly.

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

6. Strikes, Work Stoppages and Work Slowdowns

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

7. Identification of Jobs

- 7.1 Job Classifications. Job classifications shall be defined by the current class specification for each of the job class titles listed in Appendix A.
- 7.2 Work Assignment. The Employer shall have the sole responsibility for making work assignments. In the event of conflicting assignments from management representatives, the employee shall have the right to seek clarification from the directing management representative. The employee shall not be disciplined for following management directives.
- 7.3 Market Comparables. The City and Union agree to discuss market comparables as they relate to classification studies.
- 7.4 Reclassifications. A reclassification review is an analysis of an employee's duties and responsibilities to determine whether they are 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, they shall be placed in the new classification at the nearest step providing an increase. An incumbent who is not qualified for the new classification shall maintain their current range and continue to receive any step increases that are due.

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

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

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

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

8. Posting of Jobs

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

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

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

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

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

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

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

8.3.2 The Employer shall first view internal applications.

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

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

9. Probation

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

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

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

10. Work Week, Hours of Work, Shifts

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

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

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

10.3 Work Shift

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

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

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

First shift - 7:00 p.m. to 4:59 a.m. (graveyard)
Second shift - 5:00 a.m. to 11:59 a.m. (day shift)
Third shift - 12:00 noon to 6:59 p.m. (swing shift)

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

10.4 Rest Periods

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

10.5 Shift Assignments

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

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

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

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

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

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

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

10.6 Fatigue Time

Both parties agree that employee safety is to be the number one consideration, especially when working overtime Except in the case of an emergency and as authorized by the City Manager, appropriate Department Director, or their designee, employee's will not be permitted to work in excess of eighteen (18) consecutive hours within a 24-hour period.

- a. An employee who works in excess of 18 hours within a 24-hour period which starts at the beginning of an employee's regular work shift and,
- b. Has less than six (6) continuous hours of off-duty time before the start of their next scheduled shift, shall not report to work until the conclusion of six (6) hours of off-duty time.

The employee will be compensated at their straight-time rate of pay for the amount of time between their scheduled start of shift and the time they report to work to allow for six (6) continuous hours off duty, up to a maximum of four (4) hours.

The employee may request to take the remainder of their scheduled shift off, subject to supervisor approval, however, the employee must use accrued time off to cover the balance of their scheduled shift.

11. Rates of Pay

- 11.1 Wages: All bargaining unit wage rate shall be outlined in Appendix “A” to this agreement. As salary adjustments occur, they shall be calculated from step 1 of range 1.

Upon ratification of the 2022-2024 contract, employees who were active AFSCME members and eligible to vote on the ratification of the 2022-2024 AFSCME collective bargaining agreement will receive a one-time payment of \$900.00 (gross), prorated based on FTE status (e.g. a 0.5 FTE will receive \$450).

Effective January 1, 2022

Salary schedules for covered classifications will be adjusted by four and seventy-five tenths (4.75%) percent

Effective January 1, 2023

The 2022 salary schedules for covered classification wages shall be adjusted by four (4%) percent

Effective January 1, 2024

The 2023 salary schedules for covered classification wages shall be adjusted by four (4%) percent

11.1.1 Pay Periods

The pay periods and pay dates will be as follows:

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

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

11.2 Salary Step Plan

11.2.1 Newly Hired or Rehired Employees

Employees will move through the defined salary steps on an annual basis, based on adjusted salary review date. For example, if an employee is hired between the first (1st) and fifteenth (15th) of the month, the pay

adjustment would be on the first (1st) day of the current month. If an employee is hired between the sixteen (16th) and the end of the month the adjustment would be on the first (1st) day of the following month.

11.2.2 Promoted Employees

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

11.2.3 Demoted Employees

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

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

11.2.4 Laterally Transferred Employees

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

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

11.2.5 Flexibly Staffed Positions

Flexibly staffed positions are classifications that allow the City to hire individuals who lack one of the required qualifications (such as CDL) at a lower level, and then give them the time to obtain the needed requirement. Upon attainment of the needed requirement, the individual's position is moved to the higher classification. An example is the Grounds

Maintenance Specialist I/II classification. At the time the position is moved to the higher classification, the employee will move to the step in the range of the higher classification which results in an increase of at least 5%. The employee's next eligibility for a step increase is one year from that date and annually thereafter up to the top of the new range.

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

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

- 11.4 [RESERVED]

- 11.5 *Callback Pay*

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

11.5.1 Overtime and Callback Time

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

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

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

11.5.2 Telephone Calls at Home After Hours

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

11.5.3 Computer Use at Home After Hours

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

11.5.4 Pager/Cell Phone Pay

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

Upon ratification \$280 per week \$40 per day

11.6 *Overtime Compensation*

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

- 11.6.1 Overtime compensation will start anytime an employee is required to work beyond the end of their shift (typically eight (8) hours or ten (10) hours per shift) and will be compensated to the nearest quarter hour, at the rate of time and one-half (1/2) for the first eight (8) hours of overtime and thereafter at double time. Employees shall have the option to flex their schedule within their defined work week, without incurring overtime, as long as it is mutually agreed upon in advance.
- 11.6.2 Any employee required to work on their first day of rest, or their first and second day of rest in the case of employees who have three (3) consecutive days of rest, shall be compensated at their base rate plus one-half of their base rate or time and one-half (1/2).
- 11.6.3 Any employee required to work on their second day of rest, or their third day of rest in the case of employees who have three (3) consecutive days of rest, shall be compensated at their base rate plus their base rate (double time) for the first eight (8) hours of work, and for any hours worked over eight shall be compensated and their base rate plus time and one-half (2 ½) times). If the employee voluntarily chooses to work on these day(s) of rest, the employee shall be compensated as outlined in 11.6.2, above.
- 11.6.4 All overtime compensation shall be paid in compliance with the requirements of the Federal FLSA and applicable Washington State laws.
- 11.6.5 Employees may accrue compensatory time off in lieu of overtime compensation.
 - 11.6.5.1 The decision to grant comp time as an alternative to paid overtime shall be at the Employer's discretion.
 - 11.6.5.2 Compensatory time off shall be accumulated at the same rate as overtime compensation would have otherwise been paid (i.e., time and one-half generally, except for work on the employee's second day of rest, or third day of rest for employees with three (3) consecutive days of rest).
 - 11.6.5.3 The maximum accrual shall be eighty (80) hours.

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

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

11.6.6 Scheduled Overtime (including meeting contractors)

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

11.7 *Shift Differential*

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

11.8 *Working Out-of-Class*

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

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

- 11.8.2 The same employee shall not be assigned to the higher level duties for more than six (6) consecutive months unless specifically approved by the City Manager for extenuating circumstances. The Union will be given notice when management anticipates that an employee will be performing the principal duties of a higher classification for a period of more than 30 days.
- 11.8.3 The out-of-class rate of pay shall apply for that time actually worked in the higher class. Periods of paid leave during the out-of-class assignment shall be compensated at the employee's normal rate of pay. Following a paid leave, the out-of-class pay shall resume on the first day returned, provided that the leave is for not more than fifteen (15) consecutive working days and the employee returns to the out-of-class assignment on the first day returned.
- 11.8.4 A position may be career developed up to a maximum of one (1) year.
- 11.9 License Fees: The Employer will pay all fees for certifications required by the City, including bonding and notary public licenses and required associated supplies (Notary Public Stamp, etc.)

12. Leave Benefits

12.1 *Paid Time Off (PTO)*

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

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

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

- 12.1.2 Employees may begin using accrued PTO hours as soon as the hours are earned in said bank. PTO hours accrued in a pay period cannot be used in the same pay period in which time is earned, i.e. PTO hours accrued in the 1st through the 15th pay period cannot be used until the 16th through the end of the month pay period and so forth.
An employee shall be paid for all earned and accrued PTO hours, as outlined in Appendix B, at the employee's current rate of pay when they terminate employment, up to the number of hours denoted in Appendix B as "Maximum amount of payout at separation" for the applicable years of service. All leave time may be used in a minimum of 15-minute segments.

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

12.2 *Grandfathered Sick Leave Cash Out*

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

12.3 *Paid Leave while on FMLA Leave*

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

12.4 *Bereavement Leave*

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

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

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

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

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

12.5 *Military Leave*

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

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

12.6 *Family Leave – FMLA*

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

12.7 *Pregnancy/Childbirth Disability Leave*

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

13. Holidays

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

New Year's Day -- January 1
Martin Luther King's Birthday - Third Monday in January
President's Day -- Third Monday in February
Memorial Day -- Last Monday in May
Juneteenth – June 19
Independence Day -- July 4
Labor Day -- First Monday in September
Veterans Day - November 11
Thanksgiving Day -- Fourth Thursday in November

Native American Heritage Day – Fourth Friday in November
Christmas Day -- December 25

- 13.2 Any of the above holidays which fall on a calendar Saturday shall be celebrated on the previous Friday; any of the above holidays which fall on a calendar Sunday shall be celebrated on the following Monday.
- 13.3 Any employee for whom a holiday falls on their normal day off shall be granted eight (8) hours into a holiday bank to use as time off in the future, after mutually agreed upon by the supervisor and the employee.
- 13.3.1 All accrued holiday bank time shall automatically be paid out each year, to the employee on the employee's January 10th paycheck.
- 13.4 Any employee who is on medically authorized sick leave when a holiday occurs will receive eight (8) hours pay for that holiday and will not have their sick leave accrual charged.
- 13.5 Any employee who works on a city holiday, or its equivalent for shift personnel, shall be paid double their base rate for hours worked, plus pay for the holiday. Hours worked beyond eight (8) on the holiday shall be compensated at triple the employee's regular rate.

14. Employee Insurance

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

14.4 Health Insurance

- A. Employees and their eligible dependents will have the option of selecting any combination of medical and dental coverage from the following:
- a. Medical
 - i. HMO Plan
 - ii. HMO Plan – CDHP (Consumer Driven Health Plan)
 - iii. PPO Plan
 - iv. PPO Plan – CDHP (Consumer Driven Health Plan)
 - b. Dental

- i. PPO Plan
- ii. HMO Plan

B. Consumer Driven Health Plans (CDHP)

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

C. Premiums

Beginning January 1, 2022, January 1, 2023, and January 1, 2024, and for the term of the contract the City contribution will increase up to 5% of any increasing premium costs.

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

E. Flexible Spending Account (FSA)

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

14.5 Dental Insurance

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

- 14.6 All employee premiums will be paid using pre-tax dollars under the City's flexible benefits plan unless an employee notifies Human Resources and elects to waive payment through the flexible benefits plan.

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

- 14.8 Medical and dental insurance premiums for regular part-time employees shall be paid by the Employer in the same portion as detailed in 14.4 above, and pro-rata, based on the employee's budgeted FTE (full-time equivalent).
- 14.9 The Labor-Management Insurance Committee will meet no less than annually to share information on benefits (including, but not limited to health, dental, life and long-term disability insurance). The City may also use this forum to gather feedback, ideas and alternatives to current plan offerings and/or designs as needed.

15. Fitness for Duty

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

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

16. Retirement Plan

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

17. Training Program

- 17.1 Training shall be scheduled by the Employer. Time spent in training shall be paid in compliance with the requirements of the Federal FLSA and applicable Washington State law. If the employee receives notification of essential certification requirements from the certifying agency, the employee has a responsibility to inform the Employer in a timely manner. City required safety and health trainings are not covered by this employee notification requirement.

- 17.2 Every effort will be made to schedule required training during on-duty time. Personnel may be scheduled and required to attend training outside of their normal shift.
- 17.3 Employees who desire tuition aid for specialized individual training or academic training may submit their request in accordance with City of Vancouver Policies and Procedures.
- 17.4 Any employee required to possess a certification for their position shall obtain such certification within the timeline established by the job announcement and/or offer letter, and shall maintain such certification during their tenure in such position. Failure to either obtain or maintain required certification(s) may be grounds for actions pursuant to Article 22 of this contract if the Employer has fulfilled their responsibility in accordance with subsections 17.1 and 17.2 above.

18. Clothing, Tools and Safety Equipment

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

19. Driver's Licenses

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

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

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

The City will provide:

- 19.1.1 An opportunity for each employee to develop the skill required to obtain the license.

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

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

- 19.3 Notwithstanding the provision of section 19.2 above, the Employer retains the right to pursue actions under Article 22 for inappropriate workplace behavior

which results in their driver's license (or CDL for those employees required to have a CDL) being revoked or suspended.

- 19.4 If an employee in a job which requires a driver's license (or CDL for those employees required to have a CDL) has their license revoked or suspended for medical reasons, the Employer will make a reasonable effort to reassign the employee to duties which do not require a driver's license (or CDL for those employees required to have a CDL) and for which the employee is qualified. The Employer will not create work or a position to accommodate the employee. If the Employer is not able to find existing work to which the employee can be assigned, then the employee may be separated from employment in accordance with public laws, this contract and city policies.

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

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

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

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

20.2.3 Payment of Parking Fees

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

- 20.3 Commute Trip Reduction – The City participates in a Commute Trip Reduction (CTR) program and encourages employees to use alternate modes of transportation to get to and from work. For employees who use alternate modes of

transportation for their work commute at least 60% of their scheduled work time (based on mandatory monthly self-reporting), the City will provide:

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

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

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

21. Grievance Procedure

21.1 Definition

For purposes of this Agreement, the term "grievance" means any dispute between the Employer and the Union or an employee concerning the application or interpretation of the terms of this Agreement. If the grievance involves a disciplinary matter, either the employee or the employer may waive Step 1 of the grievance procedure under 21.2.

21.2 Procedure

Notwithstanding the grievance procedure listed below, the Employer and Union agree that it is in their mutual best interest to resolve disputes as early and informally as possible. Employees are encouraged but not required to first meet with their immediate supervisor. Every effort shall be made by both parties to reach an agreeable resolution promptly at each step of the grievance procedure.

Should a grievance be filed, the parties agree the grievance shall be submitted in accordance with the following steps: Any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing.

For each step of the grievance process, a written grievance shall be required to include the following information:

- a. Set forth the section(s) of the agreement allegedly violated and state the specific nature of the violation.
- b. Indicate the date(s) of the incident(s) grieved.
- c. Specify the remedy or solution to the grievance sought by the employee(s).

d. Identify the grievant and be signed by the grievant.

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

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

21.2.2 **Step 2:** Should the grievance remain unresolved at Step 1, the Union shall, within ten (10) working days after mailing, emailing or hand delivery of the Step 1 response, deliver an appeal of the Step 1 decision in writing to the department head.

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

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

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

21.3 *Arbitration*

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

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

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

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

21.4 *Group Grievances*

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

21.5 *Time Restriction*

If the grievance is not filed or advanced in accordance with the time limits set forth within the procedure, the grievance shall be considered non-submitted or resolved on the basis of the Employer's last response. A grievance not responded to by the Employer within the prescribed time limits shall be granted, provided that the remedy sought conforms to the provisions of this agreement and

applicable laws. The parties may mutually agree to extend the time limits for a given step for a specified period of time. All references to days in this article shall mean "working days" as in a normal work week of Monday through Friday.

22. Employee Discipline and Termination

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

23. Performance Evaluations

- 23.1 Each employee's job performance shall be reviewed and evaluated at least annually.
- 23.2 Performance evaluations are not disciplinary and are not subject to the grievance procedure.
- 23.3 An employee may append his/her written comments to the performance evaluation report. Employee comments must be attached and submitted with the signed performance evaluation to human resources.

24. Non-Reduction of Wages and Working Conditions

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

25. Layoff, Recall, and Bumping

- 25.1 Layoff Procedure – Layoffs or reductions-in-full time equivalent (FTE) positions (including transfers for this purpose and reduction in hours) may be undertaken by the City due to budgetary reductions, organizational restructuring, lack of work, reduction or elimination of funds, material change in duties or organization, reduction in force or workload, or in the interests of economy or efficiency.
- 25.2 Alternatives to Layoff – The City will attempt to avoid layoffs and whenever possible to consider alternatives to layoffs before final decisions are made. At the discretion of the City, these considerations may include:
 - 25.2.1 To avoid layoff an employee may transfer to a vacant position, if available. An employee may be eligible for a transfer provided that they meet the minimum qualifications for the job.
 - 25.2.2 The City shall notify each employee subject to layoff of their rights and responsibilities as described in this Article. Such notification shall be reduced to writing and incorporated in each layoff notice the City issues to an employee subject to layoff.
- 25.3 After the City has identified the job classification, division (e.g. Streets, Water, Criminal, Civil), workgroup (e.g. Signals, Water Production) or program area (e.g. Street Lights, Hydrant Flushing, Aquatics, Fitness) being reduced, layoffs and resource reductions will be made in the following order:

- 25.3.1 Temporary or seasonal employees occupying regular classifications, Offender Service Crews, and newly hired probationary employees shall be laid off prior to regular status employees.
 - 25.3.2 The order in which employees will be laid off shall be determined based on seniority as defined in 25.7 of this Article.
 - 25.3.3 Any exception to this will be mutually agreed to by the Union and City.
- 25.4 When an employee is identified for a layoff or reduction-in-force, they shall be permitted to bump into a job or classification which they currently hold or has previously held, provided that the employee meets the minimum qualifications for the job. If the employee is a Building Repair Specialist, the employee shall be permitted to bump into the Facilities Maintenance Specialist II classification provided that the employee meets the minimum qualifications for the job. In doing so, they may “bump” the least senior employee in that job or classification within the bargaining unit. Bumping may only occur within the same bargaining unit such as Operations Center, Recreation, or Law.
- An employee who has been transferred pursuant to 25.2.1 or bumped into a new position as an alternative to layoff and who fails to perform the functions of the new position during probation will be placed on the reinstatement list. Such employees will only be eligible for reinstatement to the position from which they were originally laid off. Failure to pass probation for reasons other than performing the functions of the new position will result in termination in accordance with Article 22.
- 25.5 Notice to Union – Representatives of the City shall notify the Union within fifteen (15) working days after the City has officially determined that a layoff or reduction-in-FTE will affect any of the Union members. After such notification, the City agrees to meet with the Union, if requested, and to inform the Union of the details of the layoff and provide a current seniority list as well as any other relevant information. This meeting shall occur prior to notifying the employee(s) selected for reduction or elimination.
- 25.6 Notice to Employees – Each employee to be laid off or to have an FTE reduction shall be given at least thirty (30) calendar days’ notice of layoff, with a copy to the Union. Employees who remain may be assigned the additional duties of those lower classified positions that were laid off or reduced. Such a situation will not result in a decrease in pay or downward reclassification.
- 25.6.1 Once the City had notified the affected employee of layoff and there is an available vacant position or a position for the employee to bump into, if any, they must notify Human Resources in writing of their intent to accept a vacant position or exercise bumping rights within ten (10) working days of the initial layoff notice. If notification is not received within the allotted

time, rights to vacant positions or to bump shall be waived by the employee. The Employee will subsequently be placed on the reinstatement list.

- 25.7 Seniority – Seniority for the purposes of layoff, reduction, recall, and bumping shall be based upon City seniority for all members covered under this Agreement as of September 2, 2009. Thereafter, employees transferring or hired into any one of the bargaining units shall have seniority defined as the employee’s most recent date of hire into their respective bargaining unit. Should the seniority of any two or more employees be equal, the respective seniority rights of such employees shall be determined by date of application, and if that is the same, the affected employees shall draw lots. Employee seniority shall not be reduced because of unpaid leave protected under state and federal regulations.
- 25.8 Recall – Employees who have been laid off, transferred as an alternative to layoff, or had their hours reduced are eligible to be placed on the recall list for a period of thirty-six (36) months following the date of the action. When a vacancy occurs in the same job classification for which there exists a recall list, the City will fill the vacancy using that list with the understanding that employees must meet the required minimum qualifications for the position, including FTE status, to which they would be recalled (i.e. employee who was laid off from a 1.0 FTE would be placed on a recall list for a 1.0 FTE position). If there is more than one employee on the recall list eligible for a vacancy in a particular job class, the City will use seniority as defined in Article 25.7 to determine who shall be offered recall. Recall notices will be sent by certified mail to the last address reflected in the employee’s official personnel file.
- 25.8.1 When an employee is recalled within thirty-six (36) months to the job or classification from which they were laid off, they will be placed into the same step occupied at the time of the layoff and may serve an additional probationary period, if the job is significantly different than their previous job. Recalled employees will have their accrual rates restored to the same accrual rate as of the date of layoff.
- 25.8.2 Reinstatement. Employees who have been laid off and are in a recall status may also apply and be considered for job openings outside their job classification prior to or after layoff. Any employee who is offered a job other than the position from which they were laid off within thirty-six (36) months of their layoff will be treated as a new employee and will serve a new probationary period. Employees will also be placed into the salary schedule for the new position consistent with the applicable salary schedule or guidelines. Reinstated employees will have their accrual rates restored to the same accrual rate as of the date of layoff.
- 25.8.3 Once an employee on the recall list is offered recall, the employee must respond within fourteen (14) calendar days of the date of the notice, unless

extended by mutual consent. The employee shall be responsible for notifying the Human Resources Department of any change in their address or telephone number, while on layoff status.

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

25.9 Eligibility for recall/reinstatement ends if:

25.9.1 An employee refuses to accept an offer of recall to a position in the same classification as that from which they were laid off.

25.9.2 An employee fails to respond to an offer of recall within fourteen (14) calendar days following the date the offer is mailed.

25.9.3. The employee requests in writing to be removed from the recall list.

25.9.4 The employee resigns or retires.

Definitions of Alternative to Layoff

A. Transfer (moves laterally) – The movement from one position within a job classification to another position within the same classification or from one position to a position with a different classification in the same pay range. A transferred employee would be placed at the same step in the same range as the position that they transferred from. Terms and conditions of transfers are provided in Article 9.3.

B. Demotion – The movement from a higher paid job classification to a lower paid job classification. An employee accepting a demotion may serve a probationary period, if the job is significantly different than their previous job, and would be placed at the top step of the lower job classification range or the step in the job classification range that provides the least amount of decrease in pay.

26. Contracting-Out/Out-Sourcing

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

27. Conflict of Contract and City Employment Policies

- 27.1 It is agreed that the intention of the parties to this agreement is that this agreement and all working agreements shall be consistent with the City employment policies and that where it is found that the provisions of such an agreement are in conflict with the City employment policies that the language of the agreement shall control.
- 27.2 Employees represented by this contract will be under the City's Employment Policy Manual. It is the intent that departmental rules shall be superseded by the City's Employment Policy Manual. If a situation occurs in which there is a difference between City rules/policies, and those of the department, Human Resources will meet with the Union and the affected department to reach a mutually agreeable solution.
- 27.3 The City shall provide legal representation to an employee represented by this contract as may be reasonably necessary to defend a claim or lawsuit filed against such employee resulting from any conduct, act or omission of such employee performed or omitted on behalf of the City in their capacity as an employee which act or omission is within the scope of their 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, 2022 through December 31, 2024, and shall continue in effect if renewed or extended by mutual agreement.

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

30. Labor-Management Committee

- 30.1 An Operations Center-wide Labor-Management Committee currently exists. AFSCME has historically been represented on and participated in its meetings and will continue to do so.

A City Attorney Support Staff Labor-Management Committee also exists and meets to discuss internal labor-management issues specific to that workgroup.

Topics for the agenda will be shared at least one (1) week before the meeting. Issues not covered by the contract, clarification of contract issues, various surveys and committee work related to mandatory bargaining subjects and city employment policies shall be regular agenda items for this committee.

31. Temporary or Seasonal Workers

- 31.1 Temporary or seasonal worker for purposes of this contract shall mean one who is hired to work not more than 1,040 hours in any one specific classification in one specific department in any twelve (12) consecutive month period. Temporary workers will not be used for more than the 1,040 hour period. Exceptions to this policy shall be mutually agreed upon by the Employer and the Union. The Employer will not rotate temporaries through the same regular position(s).

- 31.2 The intended use of temporary or seasonal workers by the Employer is to cover seasonal workloads and to fill unexpected vacancies created by a sudden increased work load, to instruct classes and provide other services that do not require the use of regular staff, and to fill in as a result of termination or disabilities of regular employees. It is acknowledged that there will be exceptions to this policy. Exceptions to this policy shall be mutually agreed upon by the City and the Union.

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

32. Tobacco Free Work Environment

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

33. Contract Amendments

- 33.1 The parties agree that this Agreement may be amended in writing as agreed to by both parties without action of their respective legislative bodies, unless otherwise specified herein, including, but not limited to, amendment by Memorandum of Understanding or Memorandum of Agreement.

Dated this 22 day of November, 2022.

For the Employer


DocuSigned by:

Eric Holmes, City Manager

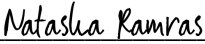
DocuSigned by:

Lisa Takach, HR Director

Approved as to form:

DocuSigned by:

Jonathan Young, City Attorney


Attest:

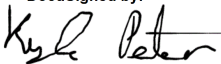
DocuSigned by:

Natasha Ramras, City Clerk

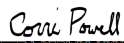
For the Union


DocuSigned by:

Eddie Allan, Deputy Director
AFSCME, Washington State Council of County and
City Employees, AFL-CIO

DocuSigned by:

Dave McGrath, President,
AFSCME, 307VC

DocuSigned by:

Kyle Peters, Vice-President,
AFSCME, 307VC

DocuSigned by:

Corri Powell, Executive Board,
AFSCME, 307VC
City Attorney's Office

DocuSigned by:

Amanda Thompson, Executive Board
AFSCME, 307VC
Parks and Recreation

Appendix A - Classifications and Rates of Pay

Salary Schedule adjusted by 4.75% effective January 1, 2022

AFSCME 2022 Pay Ranges								
Range Number	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1	\$ 3,174	\$ 3,286	\$ 3,401	\$ 3,521	\$ 3,643	\$ 3,771	\$ 3,902	\$ 4,058
-								
2	\$ 3,255	\$ 3,369	\$ 3,486	\$ 3,608	\$ 3,733	\$ 3,865	\$ 4,000	\$ 4,160
3	\$ 3,335	\$ 3,453	\$ 3,574	\$ 3,699	\$ 3,828	\$ 3,961	\$ 4,100	\$ 4,263
Recreation Coordinator A								
4	\$ 3,419	\$ 3,538	\$ 3,662	\$ 3,790	\$ 3,923	\$ 4,061	\$ 4,203	\$ 4,371
5	\$ 3,503	\$ 3,626	\$ 3,754	\$ 3,885	\$ 4,020	\$ 4,162	\$ 4,306	\$ 4,479
6	\$ 3,592	\$ 3,718	\$ 3,847	\$ 3,984	\$ 4,122	\$ 4,265	\$ 4,415	\$ 4,591
Warehouse Worker								
7	\$ 3,682	\$ 3,811	\$ 3,944	\$ 4,081	\$ 4,226	\$ 4,373	\$ 4,525	\$ 4,706
-								
8	\$ 3,774	\$ 3,905	\$ 4,043	\$ 4,184	\$ 4,329	\$ 4,482	\$ 4,638	\$ 4,825
9	\$ 3,868	\$ 4,004	\$ 4,144	\$ 4,288	\$ 4,437	\$ 4,593	\$ 4,755	\$ 4,946
Warehouse Technician Legal Secretary								
10	\$ 3,964	\$ 4,103	\$ 4,246	\$ 4,396	\$ 4,550	\$ 4,710	\$ 4,873	\$ 5,068
Maintenance Worker I								
-								

11	\$ 4,064	\$ 4,206	\$ 4,352	\$ 4,504	\$ 4,663	\$ 4,827	\$ 4,996	\$ 5,194
-								
12	\$ 4,166	\$ 4,312	\$ 4,462	\$ 4,617	\$ 4,780	\$ 4,948	\$ 5,120	\$ 5,325
Facilities Maintenance Specialist I								
13	\$ 4,269	\$ 4,419	\$ 4,574	\$ 4,734	\$ 4,899	\$ 5,070	\$ 5,247	\$ 5,459
Maintenance Worker II Recreation Specialist B Utility Locator								
14	\$ 4,376	\$ 4,528	\$ 4,688	\$ 4,851	\$ 5,021	\$ 5,198	\$ 5,380	\$ 5,595
Street Light Technician I								
15	\$ 4,485	\$ 4,643	\$ 4,804	\$ 4,972	\$ 5,146	\$ 5,328	\$ 5,513	\$ 5,733
16	\$ 4,597	\$ 4,759	\$ 4,925	\$ 5,097	\$ 5,275	\$ 5,461	\$ 5,652	\$ 5,879
Water Quality Assistant Water System Operator -								
17	\$ 4,597	\$ 4,759	\$ 4,925	\$ 5,097	\$ 5,275	\$ 5,461	\$ 5,652	\$ 5,879
Chemical Specialist Inspector Maintenance Specialist Grounds Maintenance Specialist Warehouse Specialist								
18	\$ 4,831	\$ 5,001	\$ 5,175	\$ 5,355	\$ 5,544	\$ 5,735	\$ 5,937	\$ 6,176
Building Repair Specialist Facilities Maintenance Specialist II								
19	\$ 4,952	\$ 5,124	\$ 5,302	\$ 5,490	\$ 5,680	\$ 5,881	\$ 6,087	\$ 6,329

Administrative Assistant								
Lead Maintenance Worker								
Lead Utility Locator								
Legal Assistant								
Program Coordinator (Law)								
Utility Maintenance								
Mechanic								
Utility Specialist								
Water Quality Technician								
20	\$ 5,074	\$ 5,252	\$ 5,437	\$ 5,626	\$ 5,824	\$ 6,027	\$ 6,238	\$ 6,488
Street Light Technician II								
21	\$ 5,202	\$ 5,384	\$ 5,572	\$ 5,768	\$ 5,970	\$ 6,178	\$ 6,393	\$ 6,650
Paralegal								
Rehabilitation Specialist								
-								
22	\$ 5,332	\$ 5,518	\$ 5,713	\$ 5,910	\$ 6,119	\$ 6,332	\$ 6,554	\$ 6,817
Water Treatment Plant								
Operator								
-								
23	\$ 5,465	\$ 5,658	\$ 5,854	\$ 6,059	\$ 6,270	\$ 6,491	\$ 6,719	\$ 6,987
Recreation Coordinator C								
Traffic Signal Technician								
24	\$ 5,603	\$ 5,798	\$ 6,001	\$ 6,211	\$ 6,429	\$ 6,654	\$ 6,886	\$ 7,161
Water Quality Coordinator								
25	\$ 5,740	\$ 5,944	\$ 6,151	\$ 6,367	\$ 6,589	\$ 6,820	\$ 7,059	\$ 7,340
Investigator								
Recreation Coordinator D								
-								

26	\$ 5,886	\$ 6,092	\$ 6,304	\$ 6,525	\$ 6,754	\$ 6,990	\$ 7,235	\$ 7,524
Lead Water Treatment Plant Operator								
27	\$ 6,034	\$ 6,244	\$ 6,463	\$ 6,688	\$ 6,923	\$ 7,164	\$ 7,415	\$ 7,713
Electrician Facilities Systems Administrative Technician HVAC Technician Lead Traffic Signal Technician Utility Electrician								
28	\$ 6,183	\$ 6,400	\$ 6,623	\$ 6,854	\$ 7,096	\$ 7,344	\$ 7,602	\$ 7,904
Facilities Maintenance Specialist Lead SCADA Technician								
29	\$ 6,337	\$ 6,559	\$ 6,789	\$ 7,027	\$ 7,272	\$ 7,527	\$ 7,790	\$ 8,103
Warehouse Supervisor Traffic Signal Specialist								
30	\$ 6,497	\$ 6,724	\$ 6,959	\$ 7,204	\$ 7,454	\$ 7,717	\$ 7,985	\$ 8,304
Public Works Supervisor								
31	\$ 6,660	\$ 6,892	\$ 7,133	\$ 7,382	\$ 7,640	\$ 7,908	\$ 8,185	\$ 8,511
32	\$ 6,826	\$ 7,064	\$ 7,312	\$ 7,567	\$ 7,833	\$ 8,107	\$ 8,389	\$ 8,726

Salary Schedule adjusted by 4% effective January 1, 2023

AFSCME 2023 Pay Ranges								
Range Number	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1	\$ 3,301	\$ 3,417	\$ 3,537	\$ 3,662	\$ 3,789	\$ 3,922	\$ 4,058	\$ 4,220
-								
2	\$ 3,385	\$ 3,504	\$ 3,625	\$ 3,752	\$ 3,882	\$ 4,020	\$ 4,160	\$ 4,326
3	\$ 3,468	\$ 3,591	\$ 3,717	\$ 3,847	\$ 3,981	\$ 4,119	\$ 4,264	\$ 4,434
Recreation Coordinator A								
4	\$ 3,556	\$ 3,680	\$ 3,808	\$ 3,942	\$ 4,080	\$ 4,223	\$ 4,371	\$ 4,546
5	\$ 3,643	\$ 3,771	\$ 3,904	\$ 4,040	\$ 4,181	\$ 4,328	\$ 4,478	\$ 4,658
6	\$ 3,736	\$ 3,867	\$ 4,001	\$ 4,143	\$ 4,287	\$ 4,436	\$ 4,592	\$ 4,775
Warehouse Worker								
7	\$ 3,829	\$ 3,963	\$ 4,102	\$ 4,244	\$ 4,395	\$ 4,548	\$ 4,706	\$ 4,894
-								
8	\$ 3,925	\$ 4,061	\$ 4,205	\$ 4,351	\$ 4,502	\$ 4,661	\$ 4,824	\$ 5,018
9	\$ 4,023	\$ 4,164	\$ 4,310	\$ 4,460	\$ 4,614	\$ 4,777	\$ 4,945	\$ 5,144
Warehouse Technician Legal Secretary								
10	\$ 4,123	\$ 4,267	\$ 4,416	\$ 4,572	\$ 4,732	\$ 4,898	\$ 5,068	\$ 5,271
Maintenance Worker I								
-								
11	\$ 4,227	\$ 4,374	\$ 4,526	\$ 4,684	\$ 4,850	\$ 5,020	\$ 5,196	\$ 5,402
-								

12	\$ 4,333	\$ 4,484	\$ 4,640	\$ 4,802	\$ 4,971	\$ 5,146	\$ 5,325	\$ 5,538
Facilities Maintenance Specialist I								
13	\$ 4,440	\$ 4,596	\$ 4,757	\$ 4,923	\$ 5,095	\$ 5,273	\$ 5,457	\$ 5,677
Maintenance Worker II Recreation Specialist B Utility Locator								
14	\$ 4,551	\$ 4,709	\$ 4,876	\$ 5,045	\$ 5,222	\$ 5,406	\$ 5,595	\$ 5,819
Street Light Technician I								
15	\$ 4,664	\$ 4,829	\$ 4,996	\$ 5,171	\$ 5,352	\$ 5,541	\$ 5,734	\$ 5,962
16	\$ 4,781	\$ 4,949	\$ 5,122	\$ 5,301	\$ 5,486	\$ 5,679	\$ 5,878	\$ 6,114
Water Quality Assistant Water System Operator								
17	\$ 4,903	\$ 5,073	\$ 5,251	\$ 5,435	\$ 5,623	\$ 5,823	\$ 6,024	\$ 6,265
Chemical Specialist Inspector Maintenance Specialist Grounds Maintenance Specialist Warehouse Specialist								
18	\$ 5,024	\$ 5,201	\$ 5,382	\$ 5,569	\$ 5,766	\$ 5,964	\$ 6,174	\$ 6,423
Building Repair Specialist Facilities Maintenance Specialist II								
19	\$ 5,150	\$ 5,329	\$ 5,514	\$ 5,710	\$ 5,907	\$ 6,116	\$ 6,330	\$ 6,582
Administrative Assistant Lead Maintenance Worker Lead Utility Locator Legal Assistant								

Program Coordinator (Law)								
Utility Maintenance Mechanic								
Utility Specialist								
Water Quality Technician								
20	\$ 5,277	\$ 5,462	\$ 5,654	\$ 5,851	\$ 6,057	\$ 6,268	\$ 6,488	\$ 6,748
Street Light Technician II								
21	\$ 5,410	\$ 5,599	\$ 5,795	\$ 5,999	\$ 6,209	\$ 6,425	\$ 6,649	\$ 6,916
Paralegal								
Rehabilitation Specialist								
-								
22	\$ 5,545	\$ 5,739	\$ 5,942	\$ 6,146	\$ 6,364	\$ 6,585	\$ 6,816	\$ 7,090
Water Treatment Plant Operator								
-								
23	\$ 5,684	\$ 5,884	\$ 6,088	\$ 6,301	\$ 6,521	\$ 6,751	\$ 6,988	\$ 7,266
Recreation Coordinator C								
Traffic Signal Technician								
24	\$ 5,827	\$ 6,030	\$ 6,241	\$ 6,459	\$ 6,686	\$ 6,920	\$ 7,161	\$ 7,447
Water Quality Coordinator								
25	\$ 5,970	\$ 6,182	\$ 6,397	\$ 6,622	\$ 6,853	\$ 7,093	\$ 7,341	\$ 7,634
Investigator								
Recreation Coordinator D								
-								
26	\$ 6,121	\$ 6,336	\$ 6,556	\$ 6,786	\$ 7,024	\$ 7,270	\$ 7,524	\$ 7,825
Lead Water Treatment Plant Operator								

27	\$ 6,275	\$ 6,494	\$ 6,722	\$ 6,956	\$ 7,200	\$ 7,451	\$ 7,712	\$ 8,022
Electrician Facilities Systems Administrative Technician HVAC Technician Lead Traffic Signal Technician Utility Electrician								
28	\$ 6,430	\$ 6,656	\$ 6,888	\$ 7,128	\$ 7,380	\$ 7,638	\$ 7,906	\$ 8,220
Facilities Maintenance Specialist Lead SCADA Technician								
29	\$ 6,590	\$ 6,821	\$ 7,061	\$ 7,308	\$ 7,563	\$ 7,828	\$ 8,102	\$ 8,427
Warehouse Supervisor Traffic Signal Specialist								
30	\$ 6,757	\$ 6,993	\$ 7,237	\$ 7,492	\$ 7,752	\$ 8,026	\$ 8,304	\$ 8,636
Public Works Supervisor								
31	\$ 6,926	\$ 7,168	\$ 7,418	\$ 7,677	\$ 7,946	\$ 8,224	\$ 8,512	\$ 8,851
32	\$ 7,099	\$ 7,347	\$ 7,604	\$ 7,870	\$ 8,146	\$ 8,431	\$ 8,725	\$ 9,075

Salary Schedule adjusted by 4% effective January 1, 2024

AFSCME 2024 Pay Ranges								
Range Number	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1	\$ 3,433	\$ 3,554	\$ 3,678	\$ 3,808	\$ 3,941	\$ 4,079	\$ 4,220	\$ 4,389
-								
2	\$ 3,520	\$ 3,644	\$ 3,770	\$ 3,902	\$ 4,037	\$ 4,181	\$ 4,326	\$ 4,499
3	\$ 3,607	\$ 3,735	\$ 3,866	\$ 4,001	\$ 4,140	\$ 4,284	\$ 4,435	\$ 4,611
Recreation Coordinator A								
4	\$ 3,698	\$ 3,827	\$ 3,960	\$ 4,100	\$ 4,243	\$ 4,392	\$ 4,546	\$ 4,728
5	\$ 3,789	\$ 3,922	\$ 4,060	\$ 4,202	\$ 4,348	\$ 4,501	\$ 4,657	\$ 4,844
6	\$ 3,885	\$ 4,022	\$ 4,161	\$ 4,309	\$ 4,458	\$ 4,613	\$ 4,776	\$ 4,966
Warehouse Worker								
7	\$ 3,982	\$ 4,122	\$ 4,266	\$ 4,414	\$ 4,571	\$ 4,730	\$ 4,894	\$ 5,090
-								
8	\$ 4,082	\$ 4,223	\$ 4,373	\$ 4,525	\$ 4,682	\$ 4,847	\$ 5,017	\$ 5,219
9	\$ 4,184	\$ 4,331	\$ 4,482	\$ 4,638	\$ 4,799	\$ 4,968	\$ 5,143	\$ 5,350
Warehouse Technician Legal Secretary								
10	\$ 4,288	\$ 4,438	\$ 4,593	\$ 4,755	\$ 4,921	\$ 5,094	\$ 5,271	\$ 5,482
Maintenance Worker I								
-								
11	\$ 4,396	\$ 4,549	\$ 4,707	\$ 4,871	\$ 5,044	\$ 5,221	\$ 5,404	\$ 5,618
-								
12	\$ 4,506	\$ 4,663	\$ 4,826	\$ 4,994	\$ 5,170	\$ 5,352	\$ 5,538	\$ 5,760

Facilities Maintenance Specialist I								
-								
13	\$ 4,618	\$ 4,780	\$ 4,947	\$ 5,120	\$ 5,299	\$ 5,484	\$ 5,675	\$ 5,904
Maintenance Worker II Recreation Specialist B Utility Locator								
14	\$ 4,733	\$ 4,897	\$ 5,071	\$ 5,247	\$ 5,431	\$ 5,622	\$ 5,819	\$ 6,052
Street Light Technician I								
15	\$ 4,851	\$ 5,022	\$ 5,196	\$ 5,378	\$ 5,566	\$ 5,763	\$ 5,963	\$ 6,200
16	\$ 4,972	\$ 5,147	\$ 5,327	\$ 5,513	\$ 5,705	\$ 5,906	\$ 6,113	\$ 6,359
Water Quality Assistant Water System Operator								
-								
17	\$ 5,099	\$ 5,276	\$ 5,461	\$ 5,652	\$ 5,848	\$ 6,056	\$ 6,265	\$ 6,516
Chemical Specialist Inspector Maintenance Specialist Grounds Maintenance Specialist Warehouse Specialist								
18	\$ 5,225	\$ 5,409	\$ 5,597	\$ 5,792	\$ 5,997	\$ 6,203	\$ 6,421	\$ 6,680
Building Repair Specialist Facilities Maintenance Specialist II								
19	\$ 5,356	\$ 5,542	\$ 5,735	\$ 5,938	\$ 6,143	\$ 6,361	\$ 6,583	\$ 6,845
Administrative Assistant Lead Maintenance Worker Lead Utility Locator Legal Assistant Program Coordinator (Law) Utility Maintenance Mechanic								

Utility Specialist Water Quality Technician								
20	\$ 5,488	\$ 5,680	\$ 5,880	\$ 6,085	\$ 6,299	\$ 6,519	\$ 6,748	\$ 7,018
Street Light Technician II								
21	\$ 5,626	\$ 5,823	\$ 6,027	\$ 6,239	\$ 6,457	\$ 6,682	\$ 6,915	\$ 7,193
Paralegal Rehabilitation Specialist -								
22	\$ 5,767	\$ 5,969	\$ 6,180	\$ 6,392	\$ 6,619	\$ 6,848	\$ 7,089	\$ 7,374
Water Treatment Plant Operator -								
23	\$ 5,911	\$ 6,119	\$ 6,332	\$ 6,553	\$ 6,782	\$ 7,021	\$ 7,268	\$ 7,557
Recreation Coordinator C Traffic Signal Technician								
24	\$ 6,060	\$ 6,271	\$ 6,491	\$ 6,717	\$ 6,953	\$ 7,197	\$ 7,447	\$ 7,745
Water Quality Coordinator								
25	\$ 6,209	\$ 6,429	\$ 6,653	\$ 6,887	\$ 7,127	\$ 7,377	\$ 7,635	\$ 7,939
Investigator Recreation Coordinator D -								
26	\$ 6,366	\$ 6,589	\$ 6,818	\$ 7,057	\$ 7,305	\$ 7,561	\$ 7,825	\$ 8,138
Lead Water Treatment Plant Operator								
27	\$ 6,526	\$ 6,754	\$ 6,991	\$ 7,234	\$ 7,488	\$ 7,749	\$ 8,020	\$ 8,343
Electrician								

<p style="text-align: center;">Facilities Systems Administrative Technician HVAC Technician Lead Traffic Signal Technician Utility Electrician</p>								
28	\$ 6,687	\$ 6,922	\$ 7,164	\$ 7,413	\$ 7,675	\$ 7,944	\$ 8,222	\$ 8,549
<p style="text-align: center;">Facilities Maintenance Specialist Lead SCADA Technician</p>								
29	\$ 6,854	\$ 7,094	\$ 7,343	\$ 7,600	\$ 7,866	\$ 8,141	\$ 8,426	\$ 8,764
<p style="text-align: center;">Warehouse Supervisor Traffic Signal Specialist</p>								
30	\$ 7,027	\$ 7,273	\$ 7,526	\$ 7,792	\$ 8,062	\$ 8,347	\$ 8,636	\$ 8,981
<p style="text-align: center;">Public Works Supervisor</p>								
31	\$ 7,203	\$ 7,455	\$ 7,715	\$ 7,984	\$ 8,264	\$ 8,553	\$ 8,852	\$ 9,205
32	\$ 7,383	\$ 7,641	\$ 7,908	\$ 8,185	\$ 8,472	\$ 8,768	\$ 9,074	\$ 9,438

**Appendix B- Paid Time Off (PTO) Accrual Schedule
Effective October 1, 2015**

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

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

AFSCME, Local 307VC
Addendum Agreement – City Attorney’s Office Support Staff

This addendum agreement, hereinafter referred to as the Addendum, is effective as of the date indicated herein and is effective for the term of the AFSCME, Local 307VC collective bargaining agreement that begins January 1, 2018, hereinafter referred to as the Agreement, and it is by and between the City of Vancouver, a municipal corporation of the State of Washington and hereinafter referred to as the Employer, and the Washington State Council and City Employees, AFSCME Local 307VC, hereinafter referred to as the Union.

The articles in this Addendum are applicable to AFSCME employees of the City Attorney’s Office, and they modify and supersede the corresponding articles in the Agreement. Articles and sub-articles in the Agreement that are not modified in the Addendum apply, in their entirety, to all AFSCME bargaining units and members.

1. Recognition and Bargaining Unit

The Employer hereby recognizes the Union as the sole exclusive bargaining agent for the purposes of establishing wages, hours, fringe benefits and working conditions for employees of the City within the City Attorney’s bargaining unit as described below:

All office clerical, technical, and support personnel in the City Attorney’s office of the City of Vancouver, excluding elected officials, City Attorney and professional employees.

7. Identification of Jobs

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

10. Work Week, Hours of Work, Shifts

10.5 Shift Assignments

From time to time, current work schedules may be temporarily changed to fill needs due to sick leave, military leave, or unanticipated absences. This could involve transferring an employee from one period of consecutive days to another. Such change will not be subject to provisions for premium pay on the first, second and third days, or the fourth day in the case of a five (5) day work schedule, provided that the following criteria are met:

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

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

10.5.3 The work schedule change shall be of a temporary nature, not to exceed thirty (30) days.

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

10.5.5 A work schedule differential of \$2.00 per hour shall apply to regular work schedules that include a Saturday or Sunday.

10.6 Flexible Work Schedules – Applies to Employees of the City Attorney’s Office

The Union and the City mutually agree that staff of the City Attorney’s Office (CAO) covered under this agreement may flex their hours to accommodate issues arising from personal and/or work-related situations. Allowing staff to flex their hours across days, i.e. from one day to the next, may cause an employee to work more hours than their regular shift on one day while working fewer hours than their regular shift the next day. In the event an employee’s schedule is flexed from one day to the following day, the employee shall not be entitled to overtime pay as provided in Article 11.5.1 of this agreement. The City shall still be required to

comply with the overtime provisions of the Fair Labor Standards Act should an employee work more than forty (40) hours in the work week.

Requests for flex scheduling need to be scheduled within or reasonably close to regular business hours.

Requests for flex scheduling will be handled on a case-by-case basis and must be approved in advance by the employee's supervisor. No employee will be denied a flex scheduling request for arbitrary or capricious reasons.

11. Rates of Pay

11.5.1 Overtime and Callback Time

All scheduled overtime and/or callback time shall be offered on a seniority basis by program area or based on the needs of a particular case or project, starting with the most senior qualified person.

25. Layoff, Recall, and Bumping

25.4 When an employee is identified for a layoff or reduction in force, they shall be permitted to move into a vacant job or classification, within the same bargaining unit and division (Criminal or Civil), provided that the employee meets the minimum qualifications for the job. If an employee has served in both the Criminal and Civil divisions and is qualified, they may bump into either division. If there is no vacancy to move into, the employee may bump according to the progression below:

- a. The employee may bump the least senior employee in the division (or bargaining unit for those who qualify and have served in both divisions) in their same classification, provided that the bumping employee has more seniority.
- b. If no opportunity exists in subparagraph a. (above), then the employee may bump the least senior employee in the division (or bargaining unit for those who qualify and have served in both divisions) in the next lowest classification, provided that the bumping employee has more seniority.
- c. If no opportunities exist in subparagraphs a. or b. (above), then the employee may bump the least senior employee in the division (or bargaining unit for those who qualify and have served in both divisions) in the classification lower than the next lowest, provided the bumping employee has more seniority.

25.5 In all cases of movement into vacant positions and bumping, the employee must be qualified to perform the new position's duties at the time of movement (i.e.,

the employee has the requisite license, certification and/or training and experience at the time of movement).

Bumping may only occur within the same division (or bargaining unit for qualified employees who have served in both divisions), and an employee is only eligible for one bump attempt, meaning if they are not qualified to bump according to the progression above, no other bumping options will be allowed.

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

Dated this 6 day of December, 2022.

For the Employer

For the Union

DocuSigned by:


Eric Holmes, City Manager

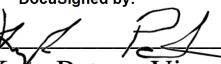
DocuSigned by:

Eddie Allan, Deputy Director
AFSCME, Washington State Council of County and
City Employees, AFL-CIO

DocuSigned by:

Lisa Takach, HR Director

DocuSigned by:

Dave McGrath, President,
AFSCME, 307VC

DocuSigned by:

Kyle Peters, Vice-President,
AFSCME, 307VC


Corri Powell, Executive Board,
AFSCME, 307VC
City Attorney's Office

Approved as to form:

DocuSigned by:

Jonathan Young, City Attorney

Attest:

DocuSigned by:

Natasha Ramras, City Clerk

AFSCME, Local 307VC
Addendum Agreement – Recreation Division

This addendum agreement, hereinafter referred to as the Addendum, is effective as of the date indicated herein and is effective for the term of the AFSCME, Local 307VC collective bargaining agreement that begins January 1, 2018, hereinafter referred to as the Agreement, and it is by and between the City of Vancouver, a municipal corporation of the State of Washington and hereinafter referred to as the Employer, and the Washington State Council and City Employees, AFSCME Local 307VC, hereinafter referred to as the Union.

The articles in this Addendum are applicable to AFSCME employees of the Recreation Division, and they modify and supersede the corresponding articles in the Agreement. Articles and sub-articles in the Agreement that are not modified in the Addendum apply, in their entirety, to all AFSCME bargaining units and members.

1. Recognition and Bargaining Unit

The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing wages, hours, fringe benefits and working conditions for employees of the City within the Recreation bargaining unit as described below:

All full-time and regular part-time employees of the Recreation Division of the City of Vancouver Parks and Recreation Department in the Firstenburg Community Center, Marshall Community Center, Luepke Senior Center and the Vancouver Tennis Center, excluding supervisors, confidential employees, Parks Division employees, customer service representatives, facilities assistants, field maintenance, support specialists and department aides.

7. Identification of Jobs

7.7 Acting or Out-Of-Class Assignments: When acting or out-of-class appointments are made to higher paying positions, preference shall be given to the most senior qualified (including all required certifications) employees the next lowest classification within the workgroup. (For example, the most senior qualified Recreation Specialist B would be appointed to an acting or out-of-class assignment for a Recreation Specialist C provided they were within the same workgroup.) Employees must have one (1) year of service prior to consideration for placement in an acting position. Employees may refuse the out-of-class assignment.

10. Work Week, Hours of Work, Shifts

10.3.2 For the purposes of administering shift differential, shifts are defined as follows:

Day Shift: 6:00 a.m. to 5:00 p.m.

Swing Shift: 3:00 p.m. to 12:00 a.m.
Graveyard Shift: 10:00 p.m. to 6:00 a.m.

Not all day, swing, or graveyard shifts will be within the specific shift start and end times noted above; however, if more than 50% of a shift is scheduled (including a split shift – where an employee works part of the shift, has a multiple hour block off, and then returns for the balance of the shift) in either the swing or graveyard shift, it will be eligible for shift differential. Shift differential rates are detailed in article 11.6.

10.5 Shift Assignments

10.5.5 No work schedule differential shall apply to regular work schedules that include a Saturday or Sunday.

10.6 Flexible Work Schedules – Applies to Non-Exempt Employees of the Recreation Division

Non-exempt staff of the Recreation Division covered under this agreement may flex their hours to accommodate issues arising from personal and/or work-related situations. Allowing staff to flex their hours across days, i.e. from one day to the next, may cause an employee to work more hours than their regular shift on one day while working fewer hours than their regular shift the next day. In the event an employee's schedule is flexed from one day to the following day, the employee shall not be entitled to overtime pay as provided in Article 11.6.1 of this agreement. The City shall still be required to comply with the overtime provisions of the Fair Labor Standards Act should an employee work more than forty (40) hours in the work week.

Requests for flex scheduling need to be scheduled within or reasonably close to regular business hours.

Requests for flex scheduling will be handled on a case-by-case basis and must be approved in advance by the employee's supervisor. No employee will be denied a flex scheduling request for arbitrary or capricious reasons.

11. Rates of Pay

11.5.1 Overtime

All scheduled overtime and/or callback time shall be offered on a seniority basis by workgroup (e.g. aquatics, fitness, etc.), starting with the most senior qualified (including all required certifications) employee in the classification required to meet the overtime needs (e.g., overtime would not be given to a Recreation Specialist A who had more seniority than a Recreation Specialist B if the overtime required staffing at the Recreation Specialist B level).

11.6 Overtime and Compensatory Time for Recreation Coordinator C’s and D’s- effective August 1, 2015

- 11.6.1 As exempt employees, Recreation Coordinator C’s and D’s are accountable for personal time management and are not entitled to overtime under the FLSA. Exempt employees may flex their hours to accommodate issues arising from personal and/or work-related situations. All flexing of hours must be within the same pay period.
- 11.6.2 However, by mutual agreement of the employer and employee, and with supervisor approval, employees may be eligible to receive overtime compensation above their regularly scheduled hours on an hour-for-hour basis.
- 11.6.3 With prior supervisor approval, employees may be eligible for overtime pay for extraordinary hours worked beyond their regularly scheduled hours in the pay period.
- 11.6.4 Employees may accrue compensatory time off in lieu of overtime compensation. Compensatory time off shall be accumulated at the same rate as overtime compensation would have otherwise been paid (1:1). The maximum accrual shall be forty (40) hours. Employees will be allowed to use accrued compensatory time off by mutual agreement with their supervisor. In the event an employee is affected by layoff from their regular position the employer will payout the balance of the Employee’s compensatory time balance at the employee’s rate of pay at the time of layoff.

13.3 – 13.6 Holidays for Recreation Coordinators and Administrative Assistants

	Recreation Coordinators A & B and Administrative Assistants	Recreation Coordinators C & D
Not Working	8 hrs holiday*	8 hrs holiday*
Scheduled (with supervisor approval)	1 1/2 times for hours worked; and 8 hrs holiday*	Straight time for hours worked; and 8 hrs holiday*

Emergency Call-In	1 1/2 times for hours worked; and 8 hrs holiday*	1 1/2 times for hours worked; and 8 hrs holiday*
------------------------------	---	---

***pro-rated by FTE for part-time**

25. Layoff, Recall, and Bumping

- 25.4 When an employee is identified for a layoff or reduction in force, they shall be permitted to move into a vacant job or classification, within the same bargaining unit (Parks, Streets, Recreation), provided that the employee meets the minimum qualifications for the job. If there is no vacancy to move into, the employee may bump according to the progression below:
- a. The employee may bump the least senior employee in the bargaining unit in their same classification, provided that the bumping employee has more seniority (e.g. Recreation Coordinator D bumps a less senior Recreation Coordinator D) and also holds any required certifications.
 - b. If no opportunity exists in subparagraph a. (above), then the employee may bump the least senior employee in the bargaining unit in the next lowest classification, provided that the bumping employee has more seniority (e.g. Recreation Coordinator D bumps the least senior Recreation Coordinator C) and also holds any required certifications.
 - c. If no opportunities exist in subparagraphs a. or b. (above), then the employee may bump the least senior employee in the bargaining unit in the classification lower than the next lowest, provided the bumping employee has more seniority (e.g. Recreation Coordinator D bumps the least senior Recreation Specialist B) and also holds any required certifications.


Dated this 6 day of December, 2022.

For the Employer

For the Union


DocuSigned by:

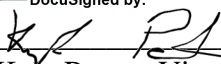
Eric Holmes, City Manager


DocuSigned by:

Eddie Allan, Deputy Director
AFSCME, Washington State Council of County and
City Employees, AFL-CIO

DocuSigned by:

Lisa Takach, HR Director

DocuSigned by:

Dave McGrath, President,
AFSCME, 307VC

DocuSigned by:

Kyle Peters, Vice-President,
AFSCME, 307VC

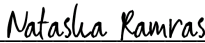
DocuSigned by:

Amanda Thompson, Executive Board
AFSCME, 307VC
Parks and Recreation

Approved as to form:

DocuSigned by:

Jonathan Young, City Attorney

Attest:

DocuSigned by:

Natasha Ramras, City Clerk