

**MEMORANDUM OF AGREEMENT
BETWEEN THE
CITY OF VANCOUVER, WA
AND THE
OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 11**

This Memorandum of Agreement is entered into between the City of Vancouver, WA (“City”) and the Office & Professional Employees International Union, Local 11, AFL-CIO (“Union”) with the intent to ensure effective communication between the parties listed above and in accordance with Article 12, Rates of Pay, within the Collective Bargaining Agreement.

Background

The City has recognized the need for a citywide interpreter pay policy covering all eligible employees; however, that policy has not yet been formalized.

The City currently contracts with outside providers to perform translation services, including for in-person interactions, and those contracts will continue regardless of implementation of a City policy or other agreements. Additionally, the City retains the right to explore additional interpretation tools or services. Implementation of such tools or services may reduce or eliminate the need for employees to provide interpretation if it results in employees providing interpretation services for less than 10% of their work time.

There are employees in the Union who routinely utilize their verbal or, in the case of American Sign Language (ASL), signed proficiency in languages other than English in the performance of their duties. This typically occurs when providing telephone or in person customer service.

This Memorandum is meant as a bridge until a City policy is implemented. Once a policy is drafted, it will be sent to unions for review, with an opportunity for meeting and follow-up. The intent is that the City policy will supersede any/all MOAs regarding interpreter pay and may result in the need to bargain impacts based on language in Article 12, Rates of Pay. If no citywide policy is implemented before December 31, 2026, the City and the Union will meet no later than December 1, 2026 to discuss whether/how to move forward with the Memorandum.

Agreement

It is mutually agreed by all parties that, prior to a City policy being implemented, Union employees eligible for interpreter pay will begin receiving it as soon as possible, but no later than three months following ratification of the 2025-2026 contract, with details, processes and considerations as follows:

Eligible Languages

Based on an understanding of languages spoken in the community, the City translates materials into the languages below. These languages will be the only ones eligible for an interpreter pay differential under this agreement.

- Spanish
- Chinese

- Russian
- Ukrainian
- Vietnamese
- American Sign Language
- Chuukese

Eligibility

Employees in Union positions that routinely provide verbal translation in eligible languages for 10% or more of their work time are included as an addendum to this Memorandum.

Compensation

Employees who qualify for and routinely utilize their verbal or signed proficiency in an eligible language will be paid a differential of \$1/hour for all hours worked.

Eligibility Determination

- Employee(s) must provide ongoing and regular customer service in an eligible language. For these purposes, regular is defined as 10% of time/week or greater.
- An employee's supervisor must confirm that the need for providing service in another language routinely exceeds 10%, and the manager must approve.
- Employees must have at least intermediate/professional proficiency in the eligible language, based on testing mentioned in the following section.
- The City has the authority to limit the number of employees receiving bilingual pay premium based on need. Managers will determine how many employees in a workgroup are necessary to fulfill translation needs. If the number of employees who speak a particular language exceeds the need, not all will be eligible for the pay differential. Eligibility will be determined based on proficiency testing results, with the most proficient speakers/signers being eligible before those who are less proficient. Where proficiency is equal, the employee with the most seniority will be eligible first.

Process/Considerations

- City will test bilingual employees for proficiency and assume testing costs.
- Employees may be re-tested for proficiency periodically (not more frequently than annually).
- If the City has a need for a language proficiency no current employees possess, when a vacancy occurs, the City may recruit for applicants with a specific language competency.
- The City has and will maintain its language service contracts, and it reserves the right to utilize those services as it deems necessary and without any objection from the Union.

MOA Duration/Next Steps

- The City will determine if a current bilingual testing service can be accessed and, if not, it will contract for initial testing.
- The City will continue work on a citywide bilingual pay policy. All steps in implementing the policy, including seeking union feedback, will be followed.

- Once a citywide policy is created, the intention is that it will supersede this MOA. Unless otherwise negotiated, in no event will this MOA continue beyond December 31, 2026.

This Memorandum of Agreement shall be pursuant to the terms of Article 22/Grievance Procedure should there be any dispute regarding the interpretation and/or application of this memorandum.

Agreed this 23.00 day of June, 2025.

Signed by:

Antoinette Gasbarre

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Antoinette Gasbarre, Human Resources Director
City of Vancouver, WA

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Cheyenne Russell

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Cheyenne Russell, Union Representative
OPEIU Local 11

Signed by:

Lisa Brandl

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Lisa Brandl, Deputy City Manager
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Howard Bell

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Howard Bell, Executive Secretary-Treasurer
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