

AGREEMENT

between

LOCAL 11

**OFFICE & PROFESSIONAL EMPLOYEE
INTERNATIONAL UNION, AFL-CIO**

and

CITY OF VANCOUVER, WASHINGTON

January 1, 2022 – December 31, 2024

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Office & Professional Employees International Union Local 11, AFL-CIO

This Agreement is between the City of Vancouver, a municipal corporation of the State of Washington and hereinafter referred to as the City or the Employer, and Office & Professional Employees International Union, Local 11, AFL-CIO and herein and hereinafter referred to as the Union, for purposes of setting forth the mutual understanding of the parties regarding wages, hours, and conditions of employment of those employees for whom the Employer has recognized OPEIU, Local 11, as the exclusive collective bargaining representative.

ARTICLE 1. RECOGNITION AND THE BARGAINING UNIT

1.1 The Employer hereby recognizes the Union as the exclusive bargaining representative for the Purposes stated in Chapter 41.56 RCW of all regular full-time and regular part time employees employed within the classifications listed in Appendix "A" of this Agreement and as certified by the State of Washington Public Employment Relations Commission (PERC), but shall exclude all supervisory, temporary, and seasonal workers or employees.

1.1.1 All employees including those within the represented community of employment interest, consistent with RCW 41.56.060 of the Employer, exclusive of confidential and supervisory employees, as indicated in Appendix A of this Agreement, Office and Professional Employees International Union, Local 11, (OPEIU), hereinafter referred to as the Union.

1.1.2 The classifications of employees covered by this Agreement are set forth in Appendix A, which is attached hereto and made a part of this Agreement. When classification on Union inclusion cannot be agreed upon by the Employer and the Union, either party may petition PERC to review the position in question and render a written opinion of its findings that shall be binding on the Employer and the Union.

1.1.3 In instances where contract language is in conflict with a Memorandum of Understanding (MOU), a Memorandum of Agreement (MOA) or an addenda, the MOU, MOA or the addenda take precedent over this Agreement.

ARTICLE 2. NONDISCRIMINATION

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

ARTICLE 3. RIGHTS OF MANAGEMENT

3.1 The management of the municipal corporation and the direction of the work force are vested exclusively in the Employer subject to the terms of this Agreement. All matters not specifically and expressly covered or treated by the language of this Agreement may be administered for its duration by the Employer in accordance with such policy or procedure as the Employer, from time to time, may determine. This Article does not restrict the right of an employee to use the grievance procedure set forth in Article 22 within this Agreement.

3.2 The parties hereby recognize the City's right to determine the methods, processes and means of providing municipal services, to increase, diminish or change municipal equipment, including the introduction of any and all new, improved or automated methods or equipment, and the assignment of employees to specific jobs within the bargaining unit in accordance with their job classification or title.

3.3 Nothing shall be construed to limit in any way the Employer's rights under this Article, or to make changes in current practices, provided: (1) Advance notice of the change is given to the Union and affected employees and (2) Reasonable opportunity is provided to discuss the change with the City.

ARTICLE 4. UNION SECURITY

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

4.1.1 The parties agree that the terms of this Agreement shall apply equally to all employees, as defined in Article 1.1 of this Agreement, and within the bargaining unit. Any bargaining unit employee may authorize the Employer to deduct from their pay the amount of Union membership dues charged by the Union for representation and services provided by the Union. This signed authorization must be in writing and forward to the Human Resources Department.

4.1.2 Any bargaining unit employee, as defined in Article 1.1 to this Agreement, who does not want to become a member of the Union, has the voluntary option to pay fair share fees in an amount equal to membership dues. Any member of the bargaining unit may authorize the Employer to deduct from their pay voluntary fair share fees in an amount equal to Union dues charged by the Union. This signed authorization must be in writing and forwarded to the Human Resources Department.

4.1.3 Those employees of the Employer as defined in Article 1.1 to this Agreement, who do not wish to become a member of the Union and pay Union dues; or who do not pay voluntary fair share fees to the Union; and who require services beyond bargaining the Agreement; may be charged fees for such services in an amount determined by the Union.

- 4.1.4 Upon completion of the new member orientation, the Union agrees to provide the Employer with the signed Union dues deduction forms for each employee who desires to pay Union dues by payroll deduction; or the signed Union voluntary fair share fee payors form. The Employer will deduct such dues/fees from the wages of those employees and forward them to the Union each month.
- 4.1.5 In the event that an employee covered by this Agreement notifies the Employer that they no longer wish to have dues or have voluntary fair share fees deducted from their pay, the Employer shall notify the Union as soon as possible, via email, but no more than five (5) days of the notification.
- 4.1.6 Listing of New and Terminated Employees: The Employer agrees to notify the Union of new hires within the first thirty (30) days of employment
- a. By the 10th of the following month, a listing of bargaining unit employees hired, promoted or terminated during the previous month. Such listing shall contain the names of the employees, along with their job classification, and department and shall be sent to the Union's office.
 - b. At the Union's request and up to two (2) times a year, the Employer will provide a listing of bargaining unit members, their department/section, classification, base pay, full-time/part-time status and number of scheduled hours, City seniority date and classification seniority date.
- 4.1.7 The Union shall indemnify and hold harmless the Employer against any and all claims, suits, orders, judgements, or liability arising from this Article.

ARTICLE 5. UNION REPRESENTATIVE AND UNION 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 Those Union representatives may, after receiving permission from the Supervisor, visit the work location of employees covered by this Agreement for the purpose of administering provisions of the Agreement related to grievance processing, disciplinary action and posting of Union notices on City provided bulletin boards.

5.3 Solicitation of Union membership or collection or checking of dues will not be conducted during work hours. The Employer agrees not to discriminate against any member of the Union for their activity in behalf of or membership in the Union, provided such activity is not carried on during working hours, except as expressly provided in this Agreement.

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

5.4 Union stewards shall be allowed reasonable time away from their work assignment without loss of pay for the purposes of meetings with the City for collective bargaining, grievance or disciplinary hearings or such other legitimate activities as are mutually agreed upon between the Union and the City.

Paid representation shall be limited as follows:

- a. Disciplinary matters – One (1) steward/employee representative
 - b. Grievances – Up to two (2) stewards/employee representatives
 - c. Collective Bargaining – Up to four (4) stewards/employee representatives
 - d. Representatives Other Meetings – As mutually agreed to by both parties
- 5.4.1 City employees participating in such meetings or activities will be allowed to do so without loss of pay if scheduled during said employee's regularly scheduled work time. If meetings or activities go beyond the regularly scheduled work time, then the employees shall be on their own time not paid by the City.
 - 5.4.2 Stewards shall notify their immediate Manager when there is a need to be away from their work assignment, provided such time away does not unreasonably detract from their work performance and is in compliance with the above requirements as to the nature of the activity. Time away from their work assignment to act in the role of Union representative shall be coded on their timesheet as "Union Leave".
 - 5.4.3 Stewards and affected employees shall be allowed time away from their work assignment for meetings with the City. A reasonable amount of prep and debrief time necessary for these meetings shall be allowed.

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

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

- 5.7 Use of City Telephones or Computers Related to Union Business:
- a. Use of City telephones or computers is allowed subject to the following:
 - 1) When such use is di minimis and incidental, such as arranging a meeting with a Union Representative.
 - 2) For the purpose of conducting an investigation of a grievance, such as individual inquiries to co-workers.
 - 3) For the purpose of interacting with the City’s representatives concerning Union-City business, such as setting dates for City-Union meetings, making inquiries regarding grievances, etc.
 - b. The use cited in “Subsection a” above may continue only to the extent that there are no additional costs to the City. The content of any and all communications using the City computer system is not privileged and may be subject to City review.
 - c. The use of information technology in the work place will be consistent with federal and state laws, City policies and rules for public records, ethics and conduct of employees, and City of Vancouver Employee Policies, including but not limited to Policy 605: Use of Computers, Email, Internet and other Electronic Resources.

5.8 From time to time, the Union may request and the City may grant unpaid leave in not more than six (6) month increments for not more than one employee at a time, to attend to Union work with Local 11.

ARTICLE 6. STRIKES, WORK STOPAGES AND WORK SLOWDOWNS

6.1 The Employer and the Union agree that the public interest requires the efficient and uninterrupted performance of all City services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement, the Union and/or the employees covered by this Agreement shall not cause or engage in any work stoppage, strikes, slowdown or other interference with Employer functions, nor shall the City institute a lockout.

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

ARTICLE 7. IDENTIFICATION OF JOBS

7.1 Job Classifications. Job classifications shall be defined by the current class specification for each of the job class titles listed in Appendix A of this Agreement.

7.2 Job Reclassifications. When there is a substantive change in the job duties assigned to an employee such that the employee is required to possess substantially different qualifications or is assigned a substantially different level of responsibility, the Employer shall conduct a reclassification review for the purpose of determining the appropriate job classification for the revised job.

7.3 New Classifications. If reasonable and practical, the Employer will assign the positions to an existing class which better describes the duties assigned to the job. If there is no appropriate existing job classification, the Employer shall establish a new job classification. If the incumbent in the position is qualified for the revised job classification, they shall be placed in the new classification at the nearest step providing an increase. An incumbent who is not qualified for the new classification shall maintain their current range and continue to receive any step increases that are due.

7.3.1 The salary range for the new classification shall be established by the Employer so that the salary of the new class is equitable in comparison to existing bargaining unit classes and external market factors. The salary range shall be submitted to the Union for review. Within thirty (30) calendar days of receipt of such City notice the Union shall notify the City of its agreement or disagreement with the City's provisional salary range for the new classification. If the Union disagrees with the salary range, it may request that the Employer negotiate with the Union to establish an equitable salary range for the new job classification. In the event the City and Union are unable to agree upon an equitable salary and mediation does not result in a resolution, the question may be submitted to an arbitrator under the procedures set for in 22.3 of this Agreement.

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

7.4 If a new classification is established by the City, a notification consisting of the job specification will be provided in writing to the Union.

ARTICLE 8. PROBATION

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

8.2 Voluntary promotions and demotions are subject to a six (6) month probationary period. The probationary period for a promotion/demotion may be extended, with notification to the Union, for a maximum of six (6) additional months. In the event an employee does not successfully complete a promotion/demotion probationary period, the employee will be assigned to the employee's original position (if vacant) or to another vacant position for which they are qualified in the same class as, and at the same salary level as, the employee's original position. If the original position is not available, and no other vacant position is available meeting the applicable criteria within this Article, the employee will be placed on a reinstatement list for their original position or classification for twenty-four (24) months. Nothing in this section shall restrict the rights of the employee under Article 23 within this Agreement.

8.3 An employee who is transferred into a job within the same classification, or who takes a lateral transfer to a different classification within the same pay grade, may be required to serve a six (6) month probationary period if the job is significantly different than their previous job. In the event an employee does not successfully complete a transfer probation period, the employee will be assigned to the employee's original position (if vacant) or to another vacant position for which they are qualified in the same class, and at the same salary level as the employee's original position. If the original position is not available and no other vacant position is available, meeting the applicable criteria in this Article, the employee will be placed on a reinstatement list for their original position or classification for twenty-four (24) months. Nothing in this section shall restrict the rights of the Employer under Article 23 within this Agreement.

ARTICLE 9. SENIORITY

9.1 City Seniority

- 9.1.1 City seniority is based upon the most recent date of hire with the City of Vancouver. City seniority shall be used for PTO accrual, PTO scheduling, and as a means to determine the most senior employee in cases where other seniority is equal.
- 9.1.2 No employee will acquire seniority rights for purposes of layoff until completion of the probationary period, at which time their seniority shall be retroactive to their date of hire.
- 9.1.3 Should the seniority of any two or more employees be equal, the respective seniority rights of such employees shall be determined by date of application, and if that is the same, the affected employees shall draw lots.

9.2 Bargaining Unit Seniority

- 9.2.1 Bargaining Unit Seniority shall be defined as the employee's most recent date of hire into their respective bargaining unit except for a Civil Service employee and will be used for determining layoff, recall and bumping order.

9.2.2 The seniority date for a Civil Service employee shall be determined by the length of time the employee has been certified in a Civil Service position within their respective bargaining unit.

9.2.3 Should the seniority of any two or more employees be equal, the respective seniority rights of such employees shall be determined by date of application, and if that is the same, the affected employees shall draw lots. Employee seniority shall not be reduced because of unpaid leave protected under state and federal regulations.

9.3 Workgroup Seniority

9.3.1 Workgroup seniority shall be based on the total number of days that an employee has worked in a workgroup covered by the collective bargaining agreement.

9.3.2 Workgroup seniority shall be used to determine preference for shift and/or work schedules, overtime and callback

9.3.3 Should the seniority of any two or more employees be equal, the respective seniority rights of such employees shall be determined by bargaining unit seniority as defined in Section 9.2 within this Article.

9.4 Seniority Calculation for Part Time Staff

9.4.1 Employees working in positions budgeted at less than 1.0 FTE shall have their seniority prorated based upon their budgeted FTE percentage. An example of this would be: an employee working in a half time position (20 hours/week) for 10 years shall receive seniority credit for 5 years of service.

9.5 Seniority Calculation for Promotions or Transfers into a New Workgroup

9.5.1 Workgroup seniority shall be calculated retroactive to the first date of promotion or transfer into the new workgroup after the successful completion of any probationary period if required under Article 8.3 within this Agreement.

ARTICLE 10. POSTING OF JOBS

10.1 It is the desire and intent of the Employer to fill job vacancies from qualified applicants within the City before hiring new employees, provided the employees who apply meet the required qualifications for the particular job.

10.2 Vacant positions will be filled from employment lists established by Human Resources. Except, when an alternate procedure is allowed by City ordinance in the case of entry level positions and flexibly staffed positions.

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

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

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

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

10.5.1 All applications will be collected directly by the Human Resources Department. The Employer shall view internal applications prior to viewing external applications.

10.5.2 When the City receives three (3) or more internal applicants (per opening) who meet the qualifications and staffing needs based on the job announcement, the recruitment shall be restricted to internal candidates. In instances where there is more than one opening, there must be one additional internal candidate for each position (e.g., if two (2) positions there would need to be four (4) internal applicants; three (3) positions would equal five (5) internal applicants, etc.) to be restricted to internal candidates.

10.5.3 If the Employer determines that there are less than three (3) internal applicants per opening, at any point in the process, who meet the qualifications and staffing needs as stated on the job announcement, the Employer may consider both internal and external applicants in its selection process.

10.5.4 If the selection decision is between an internal candidate and an external candidate and the qualifications, knowledge, skills, abilities, and availability of the candidates are equal as determined by the selection process, preference shall be granted to the internal candidate. If the selection decision is between internal candidates and the qualifications, knowledge, skills, abilities, and past performance (the employee has no current written discipline (in the past six (6) months) and a satisfactory current evaluation (in the past twelve (12) months) are equal as determined by the selection process, City seniority shall prevail.

ARTICLE 11. WORK WEEK, HOURS OF WORK

11.1 Work Week. The work week is defined as the period between 12:00 a.m., Sunday through 11:59p.m. the following Saturday, unless otherwise determined for specific employees.

11.2 Work Schedule. The normal assigned work schedule shall be five (5) consecutive workdays of eight (8) consecutive hours, excluding lunch periods, followed by two (2) days of rest, not to exceed forty (40) hours of work in the work week. It is understood that the five (5) consecutive days does not imply a Monday through Friday schedule.

- a. The Employer may utilize alternative work schedules including a 4/10 or a 9/80, details of which must be approved by the employee's supervisor.
- b. With a 9/80 schedule, the one eight (8) hour work day must be split equally between the two (2) weeks of the pay period.
- c. The ten (10) consecutive hours of work in the 4/10 schedule and the nine (9) or eight (8) consecutive hours of work in the 9/80 schedule exclude lunch periods.
- d. Other work schedules may be determined by mutual agreement of the Union and the Employer.

11.3 Work Day. Each employee's workday begins at the start of their shift and continues for twenty-four (24) hours or until the beginning of their next shift. For payroll purposes, all hours worked on a workday will be paid based on the start of the shift.

11.4 Work Shift. An employee's shift is defined as scheduled working hours within a workday.

- 11.4.1 Short term, temporary shift reassignments may be made when the Employer determines that an emergency exists. Under those circumstances, the Employer shall give the employee a minimum of four (4) hours' notice prior to the start of the new shift. If such notice is less than four (4) hours, the Employer shall pay the employee according to callback pay provisions of 12.4 of this Agreement.

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

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

Day Shift: (second shift): 6:00 a.m. to 5:00 p.m.
Swing Shift (third shift): 3:00 p.m. to 12:00 a.m.
Graveyard Shift (first shift): 10:00 p.m. to 6:00 a.m.

Not all day, swing, or graveyard shifts will be within the specific shift start and end times noted above; however, if more than 50% of a shift is scheduled in either the swing or graveyard shift, it will be eligible for shift differential. Shift differential rates are detailed in Article 12.6 within this Agreement.

11.4.3 Regular assignments to openings on shifts and/or work schedules will be made based on Workgroup Seniority when the employee meets the qualifications of the new shift and/or work schedule and the Employer's work needs. A regular assignment is one with no end date or one which is expected to last over thirty (30) days. If the most senior employees decline, then the least senior qualified employee shall be assigned.

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

ARTICLE 12. RATES OF PAY

12.1 Wages. All bargaining unit employees wage rate shall be set forth in Appendix "A" to this Agreement. Salary adjustments shall be calculated from step 1 of range 1.

The 2022 wage increase shall be paid retroactive to January 1, 2022.

Effective January 1, 2022 Salary Schedules will be adjusted by four and one half percent (4.5%).

Effective January 1, 2023 the 2022 salary schedules for covered classification wages shall be adjusted by 100% of the CPI-U for Seattle/Tacoma/Bellevue for October to October, minimum two percent (2%) and maximum of four percent (4%).

Effective January 1, 2024 the 2023 salary schedules for covered classification wages shall be adjusted by 100% of the CPI-U for Seattle/Tacoma/Bellevue for October to October, minimum two percent (2%) and maximum of four percent (4%).

12.1.1 Payroll Periods

The pay periods and pay dates will be as follows:

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

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

12.2 Salary Step Plan. Newly Hired or Rehired Employees will move through the defined salary steps on an annual basis based on the date of hire or rehire.

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

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

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

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

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

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

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

12.3 Callback Pay

Employees who have completed their regular shift and are on the way home, or are at home, and who are required to work other than a continuation of their shift shall be paid at double their base rate of pay for hours worked. Any callback pay shall be for a minimum of two (2) hours, during which time the Employer may provide and require work of the employee called back. Callback commences when an employee receives a call requiring them to return to work, provided the employee leaves their location to respond within twenty (20) minutes of receiving the call.

Once callback has commenced, if a second call is received while the employee is responding to the initial call, or within the two hours of the first call, the second call is a continuation of the first callback. It is not a separate callback instance. If, however, a subsequent call is received after the first two-hour callback, the employee is eligible for an additional minimum of two (2) hours of pay, during which time the Employer may provide and require work of the employee called back.

If an employee works more than two hours to resolve a call, callback ends when the employee reaches their car to return home. If the job is completed in less than two hours, the employee should record the actual time but will be paid the two (2) hour minimum.

12.4 Overtime and Callback Time

All scheduled overtime and/or callback time shall be offered based on a workgroup seniority, starting with the most senior qualified person. When the workgroup seniority list is exhausted, the Master Seniority list will then be used starting with the most senior qualified person. The most senior employees have the option as to placement on the call out list. Scheduled overtime may also be filled using employees from outside the Department as needed to meet staffing demands. Seniority for purposes of the workgroup overtime assignments is workgroup seniority and for all other situations is City seniority.

The requirement to offer overtime and/or callback time based on seniority does not apply to project specific overtime and/or callback where specific employee(s) are assigned to the project or work and their familiarity with the project is in the best interest of the public for providing efficient and effective service. In these instances overtime and/or callback time will be first offered to the employee(s) assigned to the project.

Unanticipated and unscheduled overtime which extends beyond the end of a shift for the crew working on a specific project will be offered first to the appropriate and qualified Union member(s) at the site working on the project at the end of the shift.

In workgroups that have an employee receiving standby pay per Article 12.4.2 in this Agreement, the initial call will go to the employee carrying the pager who will be responsible for the call. Callback pay shall be paid in accordance with Article 12.4 within this Article and overtime shall be paid in accordance with Article 12.5 within this Article.

Temporary or seasonal workers (as defined in Article 28 within this Agreement) will not be allowed to work scheduled overtime until regular full or part-time employees within that work unit have had the opportunity to work the overtime. The Employer will make a good faith effort to notify regular employees of overtime opportunities before such work is offered to temporary workers. This will not preclude temporary or seasonal workers from working overtime which extends beyond the end of their shift or emergency situations.

12.4.1 Telephone Calls at Home After Hours

Employees who are required by the Employer to answer work-related questions by telephone when they are not at work shall be paid for time actually spent on the telephone at the rate of one-and-one-half (1 ½) their normal base rate calculated to the nearest quarter hour, with a quarter (1/4) hour minimum.

2.4.2 Stand-by Pay

If the Employer requires an employee to carry a pager or cell phone in order to respond to off duty call-outs the employee carrying the pager or cell phone while off duty shall be compensated at a flat rate of one hundred and fifty (\$150.00) dollars per week or twenty-one dollars and forty-three cents (\$21.43) per day.

The employee on standby must be fit for duty and able to reach the assigned duty station in forty (40) minutes. This does not apply to the Operations' Technical Rescue Team which is covered by an existing Memorandum of Understanding.

12.5 Overtime Compensation

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

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

12.5.2 Any employee required to work on their first day of rest, or their first and second day of rest in the case of employees who have three (3) consecutive days of rest, shall be compensated at one and one-half (1 ½) their regular rate of pay.

12.5.3 Any employee required to work on their second day of rest, or their third day of rest in the case of employees who have three (3) consecutive days of rest, shall be compensated at two (2) times the regular rate of pay, unless the employee voluntarily chose this day of work, in which case the employee shall be compensated as outlined in 12.5.2 within this Article.

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

12.5.5 Employees may accrue compensatory time off in lieu of overtime compensation. The decision to grant compensatory time as an alternative to paid overtime shall be at the Employer's discretion. Compensatory time off shall be accumulated at the same rate as overtime compensation would have otherwise been paid (i.e., time and one-half (1 ½) generally, except for work in the employees' second day of rest, or third day of rest for employees with three (3) consecutive days of rest.) The maximum accrual shall be the same as non-union employees but shall not drop below eighty (80) hours. Employees will be allowed to use accrued compensatory time off by mutual agreement with their supervisor and subject to any restrictions for use established under the Fair Labor Standards Act (FLSA).

12.6 Shift Differential Pay

Any employee whose regularly scheduled shift is the third shift (swing shift) as defined in Article 11.4.2 within this Agreement shall be paid a shift differential of one dollar and seventy-five cents (\$1.75) per hour for hours worked; any employee whose regularly scheduled shift is the first shift (graveyard) as defined in Article 11.4.2 within this Agreement shall be paid a shift differential of two dollars (\$2.00) per hour for hours worked. Requested assignments made to accommodate an employee's personal situation do not qualify for shift differential.

12.7 Working Out-of-Classification

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

12.7.1.1 An employee must be assigned for a period of (3) three or more consecutive work days to receive out-of-class pay. The out-of-class pay shall be paid beginning with the first hour. The same employee shall not be assigned to the higher level duties for more than six (6) consecutive months unless specifically approved by the City Manager for extenuating circumstances. The Union will be given notice when management anticipates that an employee will be performing the principle duties of a higher classification for more than thirty (30) days.

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

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

12.8 Market Study

During the life of this agreement, should the City perform a market study on wages, if any classification falls above or below ninety percent (90%) of the market rate, the parties agree to meet and confer on those classification(s).

ARTICLE 13. LEAVE BENEFITS

13.1 Paid Time Off (PTO). Employees shall accrue paid time off (PTO) in accordance with the schedule in Appendix B to this Agreement, to be used for vacation, illness or personal business.

13.1.1 Part-time employees assigned to a 0.50 – 0.99 FTE position will accrue PTO hours on a pro-rated basis to a pro-rated maximum.

Bereavement leave and military leave are separate categories as specified in 13.3 and 13.4 of this Article.

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

An employee shall be paid for all earned and accrued PTO hours, as outlined in Appendix B to this Agreement, at the employee's current rate of pay when they terminated employment. All leave time may be used in a minimum of thirty (30)-minute segments.

13.1.3 All requests for PTO must be requested in advance and approved by the Supervisor.

PTO scheduling within the department, division or workgroup shall be based on City seniority. PTO scheduling may occur based on established guidelines within individual departments, divisions, or workgroups. These guidelines must be agreed to by the majority of the affected workgroup and approved by management.

If there are no existing PTO guidelines for a division, department or workgroup or the said group(s) do not agree to the established guidelines as outlined above, then this alternative must be used:

- a. Allow for one or more rounds of PTO scheduling within a workgroup, which will be scheduled based on City seniority.
- b. PTO shall be limited up to ten (10) working days, of which at least five (5) working days shall be contiguous for the first selection round.

- c. After the round(s) of scheduling, additional PTO requests shall be submitted with at least five (5) working days advance notice, when possible. Those requests will be considered on a first come, first served basis. Once an employee's PTO has been scheduled and approved, more senior employees may not bump the PTO of less senior employees.

13.2 Paid Leave while on State and Federal Protected Leave

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

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

13.3.1 Immediate family is defined as spouse, domestic partner, child, mother, father, brother, sister or step family, aunt, uncle, niece or nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparents and grandchildren, and grandparents and grandchildren of the spouse or members of the employee's household. It is understood that the policy extends to similar members of a domestic partner's family as detailed above, so long as the employee has an active "Declaration of Domestic Partnership" on file in Human Resources prior to the death.

Bereavement leave in excess of the durations identified above may be charged to an employee's PTO account, if applicable under FMLA or as required by law, with the approval of the Supervisor.

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

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

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

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

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

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

ARTICLE 14. HOLIDAYS

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

New Year’s Day	January 1
Martin Luther King’s Birthday	Third Monday in January
President’s Day	Third Monday in February
Memorial Day	Last Monday in May
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

14.2 Any of the above holidays which fall on a calendar Saturday shall be celebrated on the previous Friday; any of the above holidays which fall on a calendar Sunday shall be celebrated on the following Monday. For those employees scheduled in a 24/7 unit, the holidays will be recognized on the actual legal holiday.

14.3 Any employee who works on a recognized holiday (whether it be their normally scheduled day, or because they are asked or required to work that day) will receive 8 hours of holiday pay (pro-rated for part-time) or by mutual agreement between the supervisor and employee, be allowed to bank those eight (8) hours of holiday pay provided the use will not create overtime, and will receive time and one-half (1 ½) for all hours worked on the recognized holiday.

14.4 Any employee who is on medically authorized leave when a holiday occurs will receive eight (8) hours of holiday pay (pro-rated for part time) and will not have their PTO leave accrual charged.

14.5 Any employee who does not work on a recognized holiday (such as their work location is closed) will receive 8 hours of holiday pay (pro-rated for part-time)

14.6 Any employee for whom a holiday falls on their normal day off shall be granted eight (8) hours into a holiday bank (in lieu of receiving holiday pay) and may schedule the time off in the future on a day mutually agreed upon by the supervisor and the employee.

14.7 All accrued holiday bank time as of the end of the year shall be automatically paid out to the employee on the employee's January 10th paycheck.

ARTICLE 15. EMPLOYEE INSURANCE

15.1 Employees covered by this Agreement will be provided insurance benefits as follows:

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

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

15.4 Health Insurance. During the term of this agreement, Western States Health & Welfare Trust Fund of OPEIU will provide medical, dental and vision benefits to employees and their dependents. All health insurance decisions, including, but not limited to, the level of coverage, who qualifies for coverage, and the amount to be paid by employee's, their spouses, qualified domestic partners, and dependents, will be made by the Trustees of the Trust. It is agreed that the City is not taking any claims risk, and the sole responsibility of the City is to pay the agreed-upon Trust contributions. All decisions related to the medical, vision and dental benefits for Trust participants and their beneficiaries will be made by the Trustees of the Trust. The parties recognize the Trust will incur administrative expenses, related to providing such coverage and the Trust Agreement allows the Trust assets to be used for such purposes. The Trust will contract with a licensed third party administrator ("TPA"), as may be needed to administer the Trust.

15.4.1 Health Insurance Eligibility

15.4.1.1 Eligible employee's coverage under the Trust will begin on the first day of the month following their date of hire into a position covered by OPEIU Local 11.

15.4.1.2 Employees who have other group health coverage may ‘opt-out’ of the Trust’s coverage and be eligible for a taxable cash payment directly from the City. The Trust/TPA will be responsible for administration and will notify the City within fourteen (14) days of an employee’s written opt-out. The ‘opt-out’ payment will be \$230 per month and will be pro-rated for part-time employees based on their FTE. Any part-time employee as of 12-31-2016 will be grandfathered at the full-time employee rate. This grandfathering will end at such a time as the part-time employee moves into any other City position.

15.4.2 Trust Contributions.

15.4.2.1 Contributions are to be made to the Trust by the 10th day of the month for each bargaining unit employee who is enrolled for coverage as of the first of that month.

All payments shall be used for the provision of health care benefits and other benefits that are permitted under the rules and regulations of the Internal Revenue Service adopted pursuant to Code Section 501 (c)(9).

15.4.2.2 Beginning January 1, 2022 and for the term of the contract, the City contribution for each covered employee per month will be \$1,325.00. No later than November 1 of each year based on OPEIU current medical census data, the City will calculate on the basis of the exact same amount the City would pay for health care coverage for unit employees, their spouses, qualified domestic partners, and dependents (excluding amounts paid by employees) a composite rate for OPEIU members. If the calculated composite rate exceeds the Trust contribution of \$1,325, the City will make an adjustment to its contribution to the Trust equal to the City’s calculated composite rate, not to exceed an annual increase of more than 5 percent.

The City’s contribution will remain at the calculated 2024 rate, with no annual adjustment applied, in the event a successor agreement is not reached prior to January 1, 2025. The City will continue to contribute the calculated 2024 rate, with no annual adjustment applied until a successor agreement is reached.

If the Employer contribution is less than the Trust’s premium, it shall be the obligation of the employees covered by this Agreement to contribute the difference.

15.5 All employee premiums will be paid using pre-tax dollars under the City’s flexible benefits plan unless an employee elects to waive payment through the flexible benefits plan.

15.6 Employees will have the option of participating in Flexible Spending Accounts (FSAs) for reimbursable medical costs and/or for dependent care costs.

15.7 The medical, dental and vision insurance premiums as detailed in Section 15.4 within this Article for regular part time employees shall be paid by the Employer at a pro-rated amount based on the employee's budgeted FTE (full-time equivalent). Any part-time employee as of 12-31-2016 will be grandfathered at the full-time employee rate (including increases and/or decreases in future years). This grandfathering will end at such time as the part-time employee moves into any other City position. If any part-time employee is opting out of insurance as of 12-31-2016 and wishes to opt back into the insurance at a later date, they will not be grandfathered and will pay the then current full pro-rated amount based on their FTE.

15.8 Legal. In the event the Trust has insufficient assets to perform its obligations, under this Agreement, the Union will defend, indemnify and hold harmless the City from any and all liability that relates in any way to the operation of the Trust.

The Union will provide the City with sufficient information to meet its bargaining obligation consistent with RCW 41.56, concerning the ongoing operation of the Trust.

ARTICLE 16. MEDICAL EXAMINATION

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

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

16.2 The Employer also has the right to send employees for medical and/or psychological examinations at the City's expense for additional certification of fitness for duty whenever the Employer reasonably believes that the employee is not fit for duty or may be a danger to themselves or others.

16.3 The City shall comply with all applicable confidentiality laws associated with any employee medical information.

ARTICLE 17. RETIREMENT PLAN

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

17.2 Employees shall have the option of investing in the City's Deferred Compensation Plan.

ARTICLE 18 TRAINING PROGRAM

18.1 Training shall be scheduled by the Employer. Time spent in training shall be paid in compliance with the requirements of the Federal FLSA and applicable Washington State law.

If the employee receives notification of essential certification requirements from the certifying agency, the employee has a responsibility to inform the Employer in a timely manner. City required safety and health trainings are not covered by this employee notification requirement.

18.2 Every effort will be made to schedule required training during on-duty time. Personnel may be scheduled and required to attend training outside of their normal shift.

18.3 Employees who desire tuition aid for specialized individual training or academic training may submit their request in accordance with City of Vancouver Policies and Procedures.

18.4 Any employee required to possess a certification for their position shall obtain such certification within the timeline established by the job announcement and/or offer letter, and shall maintain such certification during their tenure in such position. Failure to either obtain or maintain required certification(s) may be grounds for actions pursuant to Article 23, Employee Discipline and Termination, of this contract if the Employer has fulfilled its responsibility in accordance with subsections 18.1 and 18.2.

ARTICLE 19. CLOTHING AND SAFETY EQUIPMENT

19.1 The Employer shall purchase and replace such clothing, uniforms, and other equipment as designated by the department head, and shall make all necessary replacements as the need arises. All uniforms or equipment being replaced shall be returned to the Employer at the time of replacement.

19.2 Employees agree to maintain all clothing and equipment in good condition and not subject it to abuse beyond the regular call of duty.

ARTICLE 20. DRIVER'S LICENSES

20.1 For those employees who must drive vehicles to carry out their job as determined by the Employer, if any employee has their driver's license revoked or suspended for one-hundred twenty (120) days or less, then the Employer will make a reasonable effort to reassign the employee to jobs not requiring driving. If such reassignment is not practical, the employee shall be suspended without pay. The employee may elect to take other appropriate available leave (accrued PTO or compensatory time) in lieu of suspension without pay. If the employee's driver's license is revoked or suspended for more than one-hundred twenty (120) days, then the Employer shall make a reasonable effort to reassign the employee. If such reassignment is not practical, the employee shall be immediately discharged.

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

20.2 Notwithstanding the provision of Section 20.1 above, the Employer retains the right to pursue actions under Article 23 within this Agreement for inappropriate workplace behavior which results in an employee's driver's license being revoked or suspended.

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

ARTICLE 21. MILEAGE REIMBURSEMENT

21.1 Mileage Reimbursement. Some jobs may require the use of an individual employee's automobile. In the event this is required by the Employer, it will pay the employee a mileage reimbursement at the rate established by the Internal Revenue Service.

21.2 Parking Rates. City employees who work in the downtown area pay for parking in City-owned or -operated lots or on permitted street spaces. The rates below are applicable to those employees who currently work downtown or who will work downtown in the future.

21.2.1 City-Owned or -Operated Lot Rates and On-Street Parking. With respect to all parking options, city employees will be expected to pay the prevailing parking rates.

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

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

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

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

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

ARTICLE 22. GRIEVANCE PROCEDURE

22.1 Definition. For purposes of this Agreement, the term “grievance” means any dispute between the Employer and the Union or an employee concerning the application or interpretation of the terms of this Agreement. If the grievance involves a disciplinary matter, either the employee or the immediate supervisor may waive Step 1 of the grievance procedure under Section 22.2 within this Article.

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

Should there be a grievance, it shall be processed in accordance with the following steps:

Step 1. A grievance shall first be presented in writing to the Supervisor in charge of the work being carried on by the aggrieved employee within ten (10) working days from the date the employee had knowledge or should have had knowledge of the alleged breach or violation of this Agreement.

The written grievance shall:

1. Set forth the section(s) of the Agreement allegedly violated and state the nature of the violation.
2. Indicate the date(s) of the incident(s) grieved.
3. Specify the remedy or solution to the grievance sought by the Union and/or employee(s).
4. Identify the grievant(s) and be signed by the grievant(s).

The employee and the Steward or Union Representative shall meet with the immediate supervisor within ten (10) working days of the supervisor's receipt of the grievance.

Within ten (10) working days after the date of the Step 1 meeting, the supervisor shall mail, email or hand deliver a copy of their decision to the aggrieved employee(s), the employee's manager and the Union.

Step 2. Should the grievance remain unresolved, the Union shall, within ten (10) working days of the mailing, emailing or hand delivery of the Step 1 response, deliver an appeal of the Step 1 decision in writing to the immediate supervisor's manager.

The immediate supervisor's manager and supervisor shall convene a meeting with the aggrieved employee(s) and the Steward and/or Union Representative within ten (10) working days of the receipt of the Step 1 appeal. The immediate supervisor's manager shall make a decision on the matter within ten (10) working days of the Step 2 meeting. Copies of the written decision shall be mailed, emailed or hand delivered to the aggrieved employee(s), the Union and the Department Head.

Step 3. If the grievance remains unsolved after the decision has been rendered in Step 2, the Union shall, in writing, deliver an appeal of the Step 2 decision to the Department Head within ten (10) working days after mailing, emailing or hand delivery of the decision reached in Step 2. The Department Head and manager shall convene a meeting of the aggrieved employee and the Steward and/or Union Representative within ten (10) working days of receipt of the written grievance and shall render their decision within ten (10) working days of such meeting. Copies of the written decision shall be mailed, emailed or hand-delivered to the aggrieved employee, the Union and the City Manager.

Step 4. If the grievance remains unresolved after the decision has been rendered in Step 3, the Union Representative shall, in writing, deliver an appeal of the Step 3 decision to the City Manager or their designated representative, with a copy to the department head, within ten (10) working days after mailing, emailing or hand delivery of the decision reached in Step 3. The City Manager or their designee shall convene a meeting of the aggrieved, the Union Representative, the department head, and other directly involved individuals as determined by the parties to be appropriate, within ten (10) working days of receipt of the written grievance and shall render their decision within ten (10) working days of such meeting. Copies of the written decision shall be mailed, emailed or hand-delivered to the aggrieved employee(s), the Union and the department head.

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

22.3 Arbitration. If the grievance remains unresolved after a decision is rendered in Step 4 above, it may be submitted by the Union to a mutually acceptable arbitrator as hereinafter provided. If the Union wishes to proceed to arbitration, such notice must be provided by the Union to the City Manager within fifteen (15) working days following the Union's receipt of the City Manager's decision as outlined in Step 4.

- 22.3.1 Unless otherwise agreed by the parties, challenges to the procedural arbitrability of a grievance will be resolved in a proceeding separate from and prior to arbitration on the merits of the grievance. Within fourteen (14) calendar days following the receipt of an arbitrator's decision ruling that a challenged grievance is subject to arbitration, the parties will begin the process described below to select an arbitrator to rule on the merits of the grievance.
- 22.3.2 Should the grievance be submitted to arbitration; the parties shall mutually select a disinterested third party to serve as arbitrator. In the event the Employer and the Union are unable to agree on an arbitrator, the arbitrator shall be selected by the process of alternately striking from a panel of seven (7) arbitrators from the Pacific Northwest region as furnished by the Federal Mediation and Conciliation Service (FMCS) or other mutually agreed to similar organization. The Union shall strike the first name. The request for an arbitrator shall state the general nature of the issue. The City and the Union will jointly share the fee for selection and services of an arbitrator. Each party shall pay the fees and expenses of their own attorneys, representatives and witnesses.
- 22.3.3 The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and/or the Union, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the specific terms of this Agreement and shall not have jurisdiction to add to, detract from, or alter in any way, the provisions of this Agreement.

22.3.4 A decision within the jurisdiction of the arbitrator shall be final and binding upon all parties.

22.4 Group Grievances. A grievance that involves or affects a significant portion of the employees in the bargaining unit may be introduced by the Union in written form to the department head as set forth in Step 3 of the grievance procedure, and proceed as set forth from that point.

22.5 Time Restriction. If the grievance is not advanced in accordance with the time limits set forth within the procedure, the grievance shall be considered non-submitted or resolved on the basis of the Employer's last response. A grievance not responded to by the Employer within the prescribed time limits shall be granted, provided that the remedy sought conforms to the provisions of this Agreement and applicable laws. The parties may mutually agree in writing to extend the time limits for filing a grievance, advancing, or responding to a given step for a specified period of time. All references to days in this Article shall mean "working days" as in a typical work week of Monday through Friday.

ARTICLE 23. EMPLOYEE DISCIPLINE AND TERMINATION

23.1 The Employer may discipline or terminate any newly hired or rehired employee at any time during the initial probationary period, with or without cause, and such discipline or termination shall not be subject to the grievance procedure as outlined in Article 22 within this Agreement.

23.2 The Employer may, in good faith for just cause, take disciplinary action by written reprimand, suspension, transfer, delay of step increase, demotion or termination. The degree of discipline administered shall depend on the severity of the infraction.

23.3 The Employer shall not take any disciplinary action as defined in this section without giving the employee the right to have a Union representative present. If an employee(s) is requested to attend any meeting for the purpose of investigation, where such investigation may lead to discipline or termination of that employee, that employee(s) will be informed of their right to have Union representation present before such meeting is to take place. The employee shall be provided a letter setting forth the reason(s) for such action at the time such action is taken or shortly thereafter.

23.4 Employees shall be given the opportunity to read and answer all disciplinary letters before placement of such material into their personnel file and will be requested to sign such letters. Signature thereon shall not be construed as admission of guilt or concurrence with the discipline, but rather an indication that the employee has seen and comprehends the gravity of the disciplinary action.

23.5 Copies of written reprimands and other disciplinary letters will be provided to the Union. After six (6) months, copies of written reprimands will be used only to indicate trends of behavior which may lead to discipline and/or termination of employment.

23.6 The Employer shall not utilize formal written peer performance evaluations for the purpose of discussing or imposing disciplinary actions.

ARTICLE 24. PERFORMANCE EVALUATIONS

- 24.1 Each employee's job performance shall be reviewed and evaluated at least annually.
- 24.2 Performance evaluations are not disciplinary and are not subject to the grievance procedure.
- 24.3 An employee may append their written comments to the performance evaluation report. Employee comments must be attached and submitted with the signed performance evaluation to Human Resources.

ARTICLE 25. LAYOFF, ALTERNATIVES TO LAYOFF AND RECALL

- 25.1 Layoff. Layoffs or reductions in full time equivalent (FTE) positions (including transfers for this purpose and reduction in hours) may be undertaken by the City due to budgetary reductions, organizational restructuring, lack of work, reduction or elimination of funds, material changes in duties or organization, reduction-in-force or workload, or in the interests of economy or efficiency.
- 25.2 Alternatives to Layoff. The City will attempt to avoid layoffs and whenever possible to consider alternatives to layoffs before final decisions are made.

At the discretion of the City, these considerations may include:

- a. Termination of temporary, seasonal, newly hired probationary employees and part-time employees in the job classification, work group, division or program areas being reduced.
 - b. Transfer or voluntary demotion to a vacant, available position. An employee may be eligible for a transfer provided that they meet the qualifications for the job. If more than one employee is eligible for transfer or demotion, it shall be based on seniority in accordance with Article 9.2 within the Agreement.
 - c. Temporary reduction of work hours including reduced work weeks and furloughs.
- 25.2.1 Definitions of Alternative to Layoff

- a. Transfer. (moves laterally) – The movement from one position within a job classification to another position within the same classification or from one position to a position with a different classification in the same pay range. A transferred employee would be placed at the same step in the same range as the position that they transferred from and may serve a probationary period. Terms and conditions are provided of transfers are provided in Articles 8.3 and 9.5 within this Agreement.

b. Voluntary Demotion. The movement from a higher paid job classification to a lower paid job classification. An employee accepting a demotion may serve a probationary period and would be placed at the top step of the lower job classification range or the step in the job classification range that provides the least amount of decrease in pay. Terms and conditions of demotions are provided in Articles 8.2 and 9.5 within this Agreement.

25.3 Layoff Process. Generally, after the City has identified the department, division, program area, workgroup, or job classification being reduced, layoffs will be made as follows:

- a. Temporary, seasonal, newly hired probationary employees and part-time employees shall be laid-off prior to regular status, full-time employees.
- b. The order in which employees will be laid off shall be determined based on seniority in accordance with Article 9.2 within the Agreement
- c. Any exception to this will be mutually agreed to by the Union and the City.

25.4 Bumping Rights. When an employee is identified for a layoff or reduction-in-force, they shall be permitted based on bargaining unit seniority to move into a job or classification which they currently hold or have previously held, provided that the employee meets the qualifications for the job.

In doing so, they may “bump” only into the position held by the least senior employee in that job or classification, not any less senior employee within the bargaining unit. For purposes of bumping, seniority is based on time spent within the bargaining unit. Bumping may only occur within the same bargaining unit.

25.4.1 The rules for layoff and bumping for Support Specialists are outlined in Appendix “C” to this Agreement.

25.4.2 The rules for layoff and bumping for Engineering Technicians are outlined in Appendix “D” to this Agreement.

25.4.3 Layoff and bumping for a Civil Service position shall be based upon seniority within a civil service position. For purposes of layoff and bumping, a non-civil service employee cannot bump into a civil service position unless an employee meets minimum qualifications for the position and been certified into civil service.

25.5 Notice to Union. Representatives of the City and the Union shall meet within fifteen (15) working days after the City has officially determined that a layoff or reduction-in-FTE will affect any Union member. At this meeting, the City shall inform the Union of the details of the layoff and provide a current seniority list as well as any other relevant information.

25.6 Notice to Employees. Each employee to be laid off shall be given at least thirty (30) calendar days' notice of layoff, with a copy to the Union. Employees who remain may be assigned to the additional duties of those lower classified positions that were laid off. Such a situation will not result in a decrease in pay or downward reclassification.

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

25.7 Probation Period. An employee who has transferred or voluntarily demoted as an alternative to layoff pursuant to 25.2(b) within this Article or has bumped into a new position as an alternative to layoff pursuant to 25.4 with this Article may serve a six (6) month probationary period. An employee who fails to perform the functions of the new position during probation will be laid off and will be placed on the recall list. Such employees will only be eligible for recall to the position from which they were laid off. Failure to pass probation for reasons other than performing the functions of the new position may result in termination in accordance with Article 23 within this Agreement.

25.8 Recall. Employees who have been laid off, transferred or voluntarily demoted as an alternative to layoff, are eligible for recall for a period of thirty-six (36) months following the date of layoff or reduction in FTE.

25.8.1 The names of persons laid off will be placed on a recall list. When a vacancy occurs in the same job classification for which there exists a recall list, the City will fill the vacancy using that list with the understanding that employees must meet the required minimum qualifications for the position to which they would be recalled into. If there is more than one employee on the recall list eligible for a vacancy in a particular job class, the City will use bargaining unit seniority as defined in 9.2 within this Article to determine who shall be offered recall. Recall notices will be sent by certified mail to the last address reflected in the employee's official personnel file.

25.8.2 When an employee is recalled within thirty-six (36) months to the job or classification, from which they were laid off, they will be placed into the same step occupied at the time of the layoff and will not serve an additional probationary period. Recalled employees will have their accrual rates restored to the same accrual rate as of the date of the layoff.

25.8.3 Reinstatement. Employees in a recall status may also apply and be considered for job openings outside their job classification prior to or after layoff. Any employee who is offered a job other than the position from which they were laid off within thirty-six (36) months of their layoff will be treated as a new employee and will serve a new probationary period.

Employees will also be placed into the salary schedule for the new position consistent with the applicable salary schedule or guidelines. Reinstated employees will have their accrual rates restored to the same accrual rate as of the date of layoff.

25.8.4 Once an employee on the recall list is offered recall, the employee must respond in writing to the City within fourteen (14) calendar days of the date of the notice, unless extended by mutual consent. The employee shall be responsible for notifying the Human Resources Department of any change in their address or telephone number while on layoff status.

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

25.9 Eligibility for recall/reinstatement ends if:

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

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

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

25.9.4 The employee resigns or retires.

25.10 Disputes regarding movement and/or reassignment under this Article may not be advanced beyond step 3 of the grievance procedure in Article 22 within this Agreement.

ARTICLE 26. CONTRACTING OUT/OUT-SOURCING

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

ARTICLE 27. VOLUNTEERS

27.1 The parties agree that the City of Vancouver may establish and fill volunteer (unpaid) positions so long as such positions do not result in the:

- a. layoff of regular staff, and/or
- b. non-reinstatement of regular staff.

27.2 The duties of volunteers shall be determined by the City of Vancouver. Duties performed on a regular basis by OPEIU members will not be performed by volunteers without written agreement by the Union. A description of duties performed by volunteers shall be available for review by the Union Representative.

27.3 No positions within the bargaining unit will be reduced and/or eliminated because of creating or filling volunteer positions. The City will not utilize volunteers in lieu of filling vacancies.

ARTICLE 28. TEMPORARY OR SEASONAL WORKERS

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

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

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

ARTICLE 29. CONFLICT OF CONTRACT AND CITY EMPLOYMENT POLICIES

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

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

ARTICLE 30. SEPARABILITY CLAUSE

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

ARTICLE 31. LABOR MANAGEMENT COMMITTEE

31.1 The Employer and the Unions have established a labor-management committee which will meet on a regular basis. The committee shall include up to four (4) bargaining unit members, one (1) Union Staff Representative or Business Agent from each Union and not more than ten (10) management representatives. Topics for the agenda will be shared at least one (1) week before the meeting. Issues not covered by the contract, clarification of contract issues, various surveys and committee work related to mandatory bargaining subjects, and City employment policies shall be regular agenda items for this committee. In the Event that other Union(s) end their participation in the labor management committee, OPEIU Local 11's commitment to the labor management committee process will remain unaffected.

ARTICLE 32. CONTRACT AMENDMENTS

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

ARTICLE 33. TERMINATION AND RENEWAL

33.1 This Agreement and all attachments hereto shall be in full force and effect from January 1, 2022 through December 31, 2024, and shall continue in effect if renewed or extended by mutual agreement.

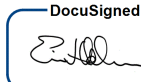
33.2 Not less than one hundred twenty (120) days prior to the end of the contract, either party may notify the other in writing of its desire to terminate or modify the Agreement.

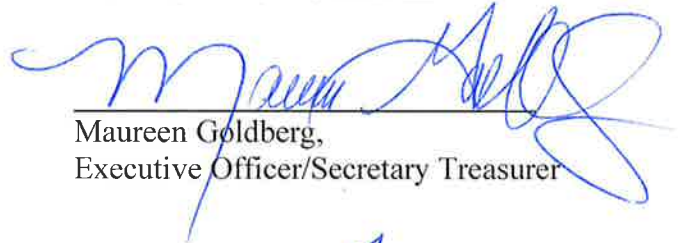
33.3 Not later than September 15, 2024 the parties shall meet to negotiate a successor Agreement and meeting dates shall be scheduled by mutual agreement.

Dated this 27 day of January, 2022.

**THE CITY OF VANCOUVER,
WASHINGTON**

**OFFICE & PROFESSIONAL
EMPLOYEES LOCAL 11**

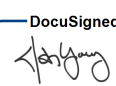
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Eric Holmes,
City Manager


Maureen Goldberg,
Executive Officer/Secretary Treasurer

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Lisa Takach, HR Director


Doug Luse, Union Representative


Approved as to form:
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Jonathan Young, City Attorney


Dan Mattson, Union Steward


Brihtani Lassiter-Burgoyne, Union Steward

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Natasha Ramras, City Clerk


Angela Williams, Union Steward



APPENDIX A – CLASSIFICATION AND RATES OF PAY

Salary Range Structure:

d2.5% between ranges; 3.5% spread between steps 1 through 7; 4% spread between steps 7 and 8

OPEIU 2022 Salary Ranges									
January 1, 2022 through December 31, 2022									
Range	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1		\$3,138	\$3,249	\$3,362	\$3,480	\$3,602	\$3,729	\$3,858	\$4,013
2		\$3,217	\$3,329	\$3,446	\$3,568	\$3,692	\$3,822	\$3,955	\$4,113
3	Mailroom Clerk Support Specialist I	\$3,297	\$3,413	\$3,532	\$3,656	\$3,785	\$3,918	\$4,054	\$4,217
4		\$3,381	\$3,499	\$3,621	\$3,747	\$3,879	\$4,014	\$4,154	\$4,320
5		\$3,464	\$3,585	\$3,712	\$3,841	\$3,976	\$4,114	\$4,258	\$4,429
6	Accounting Clerk I	\$3,552	\$3,676	\$3,804	\$3,938	\$4,076	\$4,219	\$4,366	\$4,541
7	Facilities Assistant (WREC) Utility Clerk	\$3,640	\$3,767	\$3,900	\$4,036	\$4,176	\$4,323	\$4,475	\$4,653
8		\$3,732	\$3,861	\$3,997	\$4,137	\$4,281	\$4,432	\$4,587	\$4,770
9	Facilities Assistant (Recreation) Support Specialist II Parking Enforcement Officer Parking Officer	\$3,825	\$3,958	\$4,096	\$4,241	\$4,389	\$4,543	\$4,699	\$4,889
10	Parking Maintenance Worker	\$3,920	\$4,057	\$4,199	\$4,346	\$4,499	\$4,655	\$4,818	\$5,011
11		\$4,017	\$4,159	\$4,304	\$4,455	\$4,612	\$4,773	\$4,940	\$5,137
12	Accounting Clerk II Customer Service Representative Permit Specialist I	\$4,117	\$4,262	\$4,412	\$4,567	\$4,727	\$4,891	\$5,063	\$5,265
13	Material Control Coordinator Program Coordinator I Records Specialist Police Records Specialist Support Specialist III Utility Customer Service Representative Utility Service Inspector	\$4,222	\$4,369	\$4,522	\$4,680	\$4,844	\$5,013	\$5,188	\$5,395
14	Police Service Technician	\$4,327	\$4,478	\$4,635	\$4,798	\$4,965	\$5,139	\$5,319	\$5,532
15		\$4,435	\$4,590	\$4,751	\$4,917	\$5,090	\$5,267	\$5,451	\$5,668
16	Engineering Tech I Senior Accounting Clerk Senior Customer Service Representative	\$4,546	\$4,706	\$4,870	\$5,040	\$5,216	\$5,397	\$5,589	\$5,812

17	Construction Inspector I Payroll Analyst Senior Utility Customer Service Representative Lead Accounting Clerk	\$4,659	\$4,824	\$4,992	\$5,166	\$5,346	\$5,534	\$5,726	\$5,957
18	Evidence Technician Lead Police Records Specialist Permit Specialist II	\$4,776	\$4,943	\$5,115	\$5,295	\$5,481	\$5,670	\$5,871	\$6,106
19		\$4,896	\$5,066	\$5,244	\$5,428	\$5,616	\$5,814	\$6,018	\$6,257
20		\$5,018	\$5,194	\$5,375	\$5,561	\$5,759	\$5,959	\$6,168	\$6,414
21	Public Records Officer	\$5,145	\$5,323	\$5,508	\$5,703	\$5,901	\$6,108	\$6,323	\$6,575
22	Evidence Coordinator Engineering Technician II Surveyor	\$5,271	\$5,455	\$5,648	\$5,845	\$6,050	\$6,263	\$6,481	\$6,739
23	Construction Inspector II Lead Permit Specialist	\$5,403	\$5,593	\$5,787	\$5,991	\$6,200	\$6,416	\$6,642	\$6,908
24		\$5,540	\$5,732	\$5,932	\$6,140	\$6,356	\$6,577	\$6,808	\$7,081
25	Crime Analyst	\$5,676	\$5,876	\$6,082	\$6,294	\$6,513	\$6,743	\$6,979	\$7,259
26	Senior Engineering Technician Senior Surveyor	\$5,820	\$6,024	\$6,233	\$6,452	\$6,678	\$6,912	\$7,153	\$7,440
27	Senior Construction Inspector	\$5,965	\$6,174	\$6,390	\$6,614	\$6,844	\$7,084	\$7,333	\$7,626
28	Engineering Specialist Survey Specialist	\$6,113	\$6,327	\$6,549	\$6,779	\$7,017	\$7,261	\$7,516	\$7,816
29	Construction Inspection Specialist	\$6,267	\$6,485	\$6,712	\$6,948	\$7,192	\$7,442	\$7,704	\$8,012
30		\$6,425	\$6,649	\$6,881	\$7,121	\$7,370	\$7,629	\$7,895	\$8,211

Appendix B – Paid Time Off (PTO) Schedule

EMPLOYEE PAID TIME OFF (PTO) ACCRUAL SCHEDULE						
For employees hired before March 24, 2003 and after January 1, 1980						
Based on an 8 hour day						
During Year of Service	Hours Per Month	Days Per Year	Maximum Payout at Separation Hours / Days		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						
During Year of Service	Hours Per Month	Days Per Year	Maximum Payout at Separation Hours / Days		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+-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

Appendix C – Layoff and Bumping for Support Specialists

DEFINITION: For the purpose of this appendix, the term Job Classification shall mean all employees working as Support Specialists, which contain three (3) levels of skill, with the lowest skill level being “I” and the highest skill level being “III”. The term “Civil Service Employee” shall mean all employees that have been appointed to a classified civil service position from a certified eligibility list and have satisfactorily completed the probationary period or an employee that was grandfathered into Civil Service as of January 1, 2018.

Prior to laying off in the Support Specialist Classification, the City will continue in its past practice of making every effort to place those member(s) whose position is being laid off into another vacant position in the same job classification at the same or lower level, assuming the employee meets the minimum qualifications for the available position.

If no vacant positions within the same job classification are available, the employee whose position is scheduled to be laid off shall be allowed to exercise their seniority over employees with less seniority represented by OPEIU, in the same or lower level within the Support Specialist job classification as follows:

1. A Support Specialist III can bump the least senior Support Specialist III represented by OPEIU in the same department, over whom they have greater seniority, assuming the employee meets the minimum qualifications for the position. If there is not a least senior Support Specialist III available to be bumped, then the Support Specialist III being laid off may bump the least senior Support Specialist II or Support Specialist I represented by OPEIU in the City, over whom they have greater seniority, assuming the employee meets the minimum qualifications for the position.
2. A Support Specialist II can bump the least senior Support Specialist II represented by OPEIU in the City, over whom they have greater seniority, assuming the employee meets the minimum qualifications for the position. If there is not a least senior Support Specialist II available to be bumped, then the Support Specialist II being laid off may bump the least senior Support Specialist I represented by OPEIU in the City, over whom they have greater seniority, assuming the employee meets the minimum qualifications for the position.
3. A Support Specialist I can bump the least senior Support Specialist I represented by OPEIU in the City, over whom they have greater seniority.

The following bumping parameters will apply to Support Specialists exercising bumping rights:

1. A non-Civil Service employee cannot bump into a civil service position unless the employee meets minimum qualifications for the position and has passed the civil service exam.

2. A full-time, regular employee (1.0 FTE) would first be eligible to bump the least senior, full-time, regular employee (1.0 FTE), over whom they have greater seniority. They would also be permitted to bump a less than 1.0 FTE employee, provided that person is the least senior Support Specialist.
3. If there is not a less senior full-time, regular employee (1.0 FTE) to bump, the employee identified for layoff would then be eligible to bump the least senior part time employee (less than 1.0 FTE).

Those employees who are bumped shall have the same bumping rights and privileges as if they were laid off.

All employees bumping into, or being placed into another Support Specialist position, in lieu of layoff, will serve a standard six month probationary period in the new position. Failure to pass probation in any new position may result in termination of employment with the City.

All other language under Article 25 Layoff, Alternative to Layoff and Recall; the Collective Bargaining Agreement; and the City Policy Manual shall remain in full force and effect.

Appendix D – Layoff and Bumping for Engineering Technicians

It is mutually agreed that classifications in the Engineering Technician Series shall be referred to and in order of most skilled as: Engineering Specialist, Senior Engineering Technician, Engineering Technician II, and Engineering Technician I.

For the purpose of this appendix, the term Job Classification shall mean all employees working in the Engineering Technician Series which contain distinct separate levels skills that may or may not be interchangeable either to lateral positions or lower positions within the Engineering Technician classification. The term “Civil Service Employee” shall mean all employees that have been appointed to a classified civil service position from a certified eligibility list and have satisfactorily completed the probationary period or an employee that was grandfathered into Civil Service as of January 1, 2018.

Bargaining unit members working under the Engineering Technician Series shall be observed under the following language:

Prior to laying off in the Engineering Technician Classification, the City will continue in its past practice of making every effort to place those member(s) whose position is being laid off or reduced into another vacant position in the same job classification at the same or lower level, assuming the employee meets the minimum qualifications for the available position.

If no vacant positions within the same job classification are available, the employee whose position is scheduled to be laid off shall be allowed to exercise their seniority over employees with less seniority represented by OPEIU Local 11, in the same or lower level within the Engineering Technician Series as follows, provided the employee meets the minimum qualification for the position at the time of the bump:

1. An Engineering Specialist may bump the least senior Engineering Specialist, represented by OPEIU Local 11 in the same department, over whom they have greater seniority, assuming the employee meets the minimum qualifications for the position. If there is not a least senior Engineering Specialist available to be bumped, then the Engineering Specialist laid off may bump the least senior Senior Engineering Technician, Engineering Technician II or Engineering Technician I represented by OPEIU Local 11 in the City, over whom they have greater seniority, assuming the employee meets the minimum qualifications for the position.
2. A Senior Engineering Technician may bump the least senior Senior Engineering Technician represented by OPEIU Local 11 in the City, over whom they have greater seniority, assuming the employee meets the minimum qualifications for the position. If there is not a least senior Senior Engineering Technician available to be bumped, then the Senior Engineering Technician being laid off may bump the least senior Engineering Technician II or Engineering Technician I represented by OPEIU Local 11 in the City, over whom they have greater seniority, assuming the employee meets the minimum qualifications for the position.
3. An Engineering Technician II may bump the least senior Engineering Technician II represented by OPEIU in the City, over whom they have greater seniority, assuming the employee meets the minimum qualifications for the position. If there is not a least senior Engineering Technician II available to be bumped, then the Engineering Technician II being laid off may bump the least senior Engineering Technician I represented by OPEIU Local 11 in the City, over whom they have greater seniority, assuming the employee meets the minimum qualifications for the position.
4. An Engineering Technician I may bump the least senior Engineering Technician I represented by OPEIU Local 11 in the City, over whom they have greater seniority.

The following bumping parameters will apply to the Engineering Series when exercising bumping rights:

The City may determine that the employee who may be bumping into another engineering technician's position may not possess the minimum requirements for that position. If that determination is made the City will notify the Union and may not allow the bump to occur.

1. A non-Civil Service employee cannot bump into a civil service position unless the employee meets minimum qualifications for the position and has passed the civil service exam.
2. A full-time, regular employee (1.0 FTE) would first be eligible to bump the least senior, full-time, regular employee (1.0 FTE), over whom they have greater seniority. They would also be permitted to bump a less than 1.0 FTE employee, provided that person is the least senior.
3. If there is not a less senior full-time, regular employee (1.0 FTE) to bump, the employee identified for layoff would then be eligible to bump the least senior part time employee (less than 1.0 FTE).

Those employees who are bumped shall have the same bumping rights and privileges as if they were laid off.

All employees bumping into, or being placed into another Engineering Technician Series position, in lieu of layoff, will serve a standard six (6) month probationary period in the new position. Failure to pass probation in any new position may result in the employee being laid off and placed on the reinstatement list. Reinstatement may be only to the position the employee was laid off from.

All other language under Article 25 Layoff, Alternative to Layoff and Recall; the Collective Bargaining Agreement; and the City Policy Manual shall remain in full force and effect.