

Memorandum of Understanding (MOU)  
By and Between  
The City of Washougal and Local 307-W, WSCCCE, AFSCME  
RE: Limited-Term Maintenance Worker

**BACKGROUND**

1. The City of Washougal (the “Employer”) and Local 307-W (the “Union”) are parties to a collective bargaining agreement (“CBA”) with effective dates of January 1, 2022 through December 31, 2024.
2. The Employer intends to hire one (1) employee into the Maintenance Worker I classification for a limited-term, up to a maximum duration of 2.5 years (“limited-term employee”).
3. The Employer and the Union agree to include the limited-term employee into the bargaining unit based on the terms and conditions established below.

**AGREEMENT**

1. Unless otherwise expressly excluded or modified below, the limited-term employee will be covered by all rights, benefits, and obligations of the parties’ CBA.
2. **Article 2 – Recognition:** The employee hired into the limited-term position is characterized as “full-time, limited-term employee,” as distinguished from full-time, regular (permanent) employees. The maximum duration of employment will be established at the sole discretion of the Employer, up to a maximum of 2.5 years, subject to extension only upon mutual agreement of the Union. The Employer may terminate employment at any point prior to 2.5 years based on business needs.
3. **Article 7 – Grievance Procedure:** The limited-term employee shall have full grievance rights with respect to discipline or alleged CBA violations, but shall not have the ability to grieve the Employer’s decision to end their employment after 2.5 years of service, or at any point prior when based on business needs.
4. **Article 8 – Conduct, Discipline, and Discharge:** Should the Employer seek to discipline or terminate the limited-term employee for performance or conduct issues prior to the completion of 2.5 years (as opposed to terminating based on business needs), the Employer shall follow the standard “just cause” framework.
5. **Article 9 – Hours of Work:** Unless otherwise approved at the discretion of the Employer, the limited-term employee is expected to work a standard 40-hour 5/8 schedule.
6. **Article 10 – Overtime:** The limited-term employee will have limited overtime rights, stated as follows: Overtime will only be granted to a limited-term employee on a limited basis and only if a regular employee is not available or in case of an emergency. Should the limited-term employee be assigned or approved to work overtime, they will receive cash overtime payments and do not qualify for the accrual of compensatory time off.

7. **Article 11 – Call Back and On-Call Duty:** The limited-term employee is ineligible to perform on-call duties.
8. **Article 15 – Family and Medical Leave Act and Article 16 – Paid Family and Medical Leave:** The limited-term employee shall qualify for FMLA and PFML leave and benefits as established and provided by law. However, should a limited-term employee take such leave, any leave benefits and job protections shall cease when the Employer discontinues the employment relationship based on business needs, which can occur at any time, up to a maximum of 2.5 years.
9. **Article 19 – Military Leave:** The limited-term employees shall qualify for military leave as established and provided by law. However, should a limited-term employee take such military leave, any leave benefits and job protections shall cease when the Employer discontinues the employment relationship based on business needs, which can occur at any time up to a maximum of 2.5 years.
10. **Article 24.1 – Personnel Actions (Seniority):** The limited-term employee shall accrue seniority for the limited purpose of establishing priority for subjects such as vacation scheduling, etc. Should the Employer decide to hire the limited-term employee into a regular (permanent) role, the time spent as a limited-term employee shall apply towards their seniority.
11. **Article 24.2 (Probation):** The limited-term employee will serve a standard six (6) month probationary period, during which time their employment will be “at will,” without recourse to the grievance procedure.
12. **Article 24.3 (Promotions):** The limited-term employee will be eligible for regular salary step increases but are ineligible for promotion within a job series beyond the Maintenance Worker I classification.
13. **Article 24.3.2 (Selection for Vacancies):** Should any vacancies become open, the limited-term employee is welcome to apply and will be treated as an internal applicant.
14. **Article 24.5 (Temporary Employees):** Given the expected length of employment (up to 2.5 years), the limited-term employee does not meet the CBA definition of a “temporary employee.” Regardless, the limited-term employee is governed by the following overtime restriction imposed on temporary employees: “Overtime will only be granted to a temporary employee on a limited basis and only if a regular employee is not available or in case of an emergency.”
15. **Article 27 – Layoff:** Article 27 is excluded entirely and does not apply to the limited-term employee. The limited-term employee does not have layoff, bumping, notification, or recall rights, and their seniority does not provide layoff protections. As previously stated, the maximum duration of employment for the limited-term employee will be established at the sole discretion of the Employer, up to a maximum of 2.5 years. In the event of an Employer-wide layoff, other bargaining unit employees shall not be permitted to bump the limited-term employees.
16. In the event either of the limited-term employee originally hired into the limited-term role separates or is hired into permanent positions prior to the expiration of 2.5 years, the

Employer is authorized to hire a replacement employee and follow the same terms of this MOU, with maximum limited-term employment up to 2.5 years for said employee.

17. This MOU shall expire upon separation of the last limited-term employee discussed above. This MOU shall not constitute a past practice or the *status quo* with respect to any other employee categories.

FOR THE UNION:

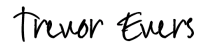
Date: July 25, 2024 \_\_\_\_\_



\_\_\_\_\_  
Business Representative

FOR THE CITY:

Date: July 25, 2024 \_\_\_\_\_



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City Manager (Acting)