

City Council Regular Meeting Agenda Monday, March 17, 2025, 7:00 PM Council Chambers, 616 NE 4th AVE

NOTE: The City welcomes public meeting citizen participation. TTY Relay Service: 711. In compliance with the ADA, if you need special assistance to participate in a meeting, contact the City Clerk's office at (360) 834-6864, 72 hours prior to the meeting so reasonable accommodations can be made (28 CFR 35.102-35.104 ADA Title 1)

To observe the meeting (no public comment ability)

- go to www.cityofcamas.us/meetings and click "Watch Livestream" (left on page)

To participate in the meeting (able to public comment)

- go to https://us06web.zoom.us/j/82525742145 (public comments may be submitted to publiccomments@cityofcamas.us)

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENTS

This is the public's opportunity to comment about any item on the agenda, including items up for final Council action.

CONSENT AGENDA

NOTE: Consent Agenda items may be removed for general discussion or action.

- 1. March 3, 2025 Camas City Council Regular and Workshop Meeting Minutes
- 2. Automated Clearing House and Claim Checks Approved by Finance Committee
- Approve City of Camas Commute Trip Reduction Four-Year Plan Update: 2025-2029 (Submitted by James Carothers, Engineering Manager)

NON-AGENDA ITEMS

- 4. Staff
- Council

MAYOR

6. Mayor Announcements

MEETING ITEMS

- 7. 2025-2027 Collective Bargaining Agreement between the City of Camas and Camas Police Officers' Association
 Presenter: Jennifer Gorsuch, Administrative Services Director
 Time Estimate: 5 minutes
- 8. Public Hearing Fluoride
 Presenter: Rob Charles, Utilities Manager
 Time Estimate: 60 minutes

PUBLIC COMMENTS

MEETING ITEMS

- 9. Executive Session Topic: Network Security Matter (RCW 42.30.110)
 Time Estimate: 10 Minutes
- 10. Executive Session Topic: Council Vacancy (RCW 42.30.110)
 Time Estimate: 10 Minutes

CLOSE OF MEETING



City Council Regular Meeting Minutes - Draft Monday, March 3, 2025, 7:00 PM Council Chambers, 616 NE 4th AVE

NOTE: Please see the published Agenda Packet for all item file attachments

CALL TO ORDER

Mayor Pro Tem Hein called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

ROLL CALL

Present: Council Members Marilyn Boerke, Leslie Lewallen, John Nohr, Jennifer

Senescu, and John Svilarich

Staff: Sydney Baker, Jennifer Gorsuch, Steve Hogan, Cathy Huber Nickerson, Tina

Jones, Shawn MacPherson, Alan Peters, Doug Quinn, Bryan Rachal, Heidi

Steffensen and Connie Urquhart

Press: No one from the press was present.

PUBLIC COMMENTS

Mike Hamilton, Camas, commented about the Interstate Bridge and down payments on housing.

CONSENT AGENDA

- 1. February 18, 2025 Camas City Council Regular and Workshop Meeting Minutes
- 2. \$3,000,272.38 Automated Clearing House 701801 701848 and Claim Checks 159922 159977 Approved by Finance Committee
- \$2,122,462.70 PBS Engineering and Environmental Inc. SR-500/Everett Street Improvements Professional Services Agreement (Submitted by James Carothers, Engineering Manager)
- 4. \$105,795.00 PBS Engineering and Environmental LLC Self-Evaluation Plan (SEP) and ADA Transition Plan Update Professional Service Agreement (Submitted by James Carothers, Engineering Manager)

It was moved by Boerke, and seconded, to approve the Consent Agenda. The motion carried unanimously.

NON-AGENDA ITEMS

5. Staff

There were no additional staff comments.

Council

Nohr attended the Law Enforcement Officers and Firefighters (LEOFF) Disability Board meeting and commented about housing in Camas.

Senescu commented about Camas Days.

Svilarich attended the Planning Commission meeting and The Columbian's 2025 Economic Forecast Conference.

Boerke attended the LEOFF Disability Board meeting and the Library Board of Trustees meeting.

Lewallen attended the Regional Transportation Committee (RTC) meeting and commented about citizens calls regarding the Regional Fire Authority (RFA) and the Ward 2 Council Vacancy position.

Hein commented on economic development, the housing action plan and citizen comments about the Light Rail resolution. Hein thanked the Ivy League for their efforts and will be attending the C-TRAN meeting on Tuesday, March 11, 2025.

MAYOR

7. Mayor Announcements

There were no additional Mayor comments.

8. Red Cross Month Proclamation

Mayor Pro Tem Hein proclaimed March 2025 as Red Cross Month in the City of Camas.

9. Women's History Month Proclamation

Mayor Pro Tem Hein proclaimed March 2025 as Women's History Month in the City of Camas.

MEETING ITEMS

There were no meeting items.

PUBLIC COMMENTS

Ed Fisher, Camas, commented about the Everett Street improvements project.

Tyler Sanders, Camas, commented about the Everett Street improvements project.

Paul Smith, Camas, commented about the City Hall improvements project.

Darcy Smith, Camas, commented about the City Hall improvements project and downtown Camas.

CLOSE OF MEETING

The meeting closed at 7:32 p.m.



City Council Workshop Minutes - Draft Monday, March 3, 2025, 4:30 PM Council Chambers, 616 NE 4th AVE

NOTE: Please see the published Agenda Packet for all item file attachments

CALL TO ORDER

Mayor Pro Tem Hein called the meeting to order at 4:30 p.m.

ROLL CALL

Present: Council Members Marilyn Boerke, Leslie Lewallen, John Nohr, Jennifer

Senescu, and John Svilarich

Staff: Sydney Baker, Carrie Davis, Steve Hogan, Cathy Huber Nickerson, Michelle

Jackson, Tina Jones, Robert Maul, Alan Peters, Doug Quinn, Bryan Rachal,

Heidi Steffensen, Alicia Stevens and Connie Urquhart

Press: No one from the press was present.

PUBLIC COMMENTS

No one from the public wished to speak.

WORKSHOP TOPICS

Council Policies and Procedures

Presenter: Council Member Tim Hein and Council Member Marilyn Boerke

This item was for Council's information only. Discussion ensued.

2. Council Code of Conduct

Presenter: Council Member Tim Hein and Council Member Marilyn Boerke

It was moved by Hein, and seconded, to move this item to an upcoming City Council Workshop meeting.

3. Staff Miscellaneous Updates

Presenter: Doug Quinn, City Administrator

Quinn and Monsrud gave an update on City Hall improvements.

Jones commented about camping at the Skate Park and the Women in Public Safety event.

COUNCIL COMMENTS AND REPORTS

Due to time constraints, Council Comments were moved to the March 3, 2025 City Council Regular Meeting.

PUBLIC COMMENTS

Glenn Welker, Camas, commented about City processes.

Phillip Mitchell, Camas, commented about council agendas.

Darcy Smith, Camas, commented about elected officials.

Brian Wiklem, Camas, commented about City Council.

CLOSE OF MEETING

The meeting closed at 6:40 p.m.



Staff Report – Consent Agenda

March 17, 2025 Council Regular Meeting

Approve City of Camas Commute Trip Reduction Four-Year Plan Update: 2025-2029 (Submitted by James Carothers, Engineering Manager)

Phone	Email
360.817. 7230	jcarothers@cityofcamas.us

BACKGROUND: Local agencies with 100 employees or more are required to participate in the Washington State Commute Trip Reduction (CTR) Program per RCW 70.94. The CTR program is intended to encourage public and private agencies to use employee transportation modes other than the single occupancy vehicle. The City of Vancouver (COV) coordinates this program for Southwest Washington. The Washington State Department of Transportation (WSDOT), the COV and Camas staff have worked together to assemble this required Camas CTR Plan Update for years 2025 through 2029. This plan updates the current 2023 to 2025 plan.

SUMMARY: The purpose of this plan is to continue to ensure compliance with the State funded CTR Act. The COV will use the funds received from WSDOT for program administration and incentive programs for the City and private and public employers in Camas with 100 or more employees at any given site. See item 28 on page 21 for the various ways that the public was engaged in this process.

BENEFITS TO THE COMMUNITY: This plan funds and incentivizes the reduction of single occupancy trips to lower air pollution and commute trip traffic congestion.

BUDGET IMPACT: Tasks included in this plan are funded by the State of Washington allotted to COV for implementation. Apart from limited staff time, this plan is cost neutral to the City.

RECOMMENDATION: Staff recommends Council approve this plan update.

City of Camas Commute Trip Reduction Four-Year Plan Update: 2025–2029

Benefits of CTR

- 1. Describe the local land use and transportation context and objectives. 21
 - a. Describe the setting in the jurisdiction as it is today or will be in the near future.

The City of Camas is home to great schools, family-wage jobs, high-quality neighborhoods, and an abundance of open space and recreational amenities. Camas has grown into a dynamic, vibrant city with diversified employment opportunities and services that cater to its residents' various needs.

As of April 2024, the City of Camas had a population of 27,660, representing a 42.9% increase from its 2010 population of 19,355. The City's population growth projection is an estimated 37,080 residents by 2045. Camas has slightly higher percentages of youth residents (19 and under) and residents aged 40 to 59 compared to Clark County and the Portland-Vancouver-Hillsboro metropolitan area.

b. Describe features of land use and transportation facilities and services that affect commuters.

Camas maintains its small-town charm and character, and downtown remains the heart of the City with a mix of restaurants, shops, professional offices, and residential development. The Grass Valley area is home to national and international technology, manufacturing, and financial firms. TSMC Washington (formerly WaferTech) is a subsidiary of TSMC which manufactures almost 90% of the world's total chips and is the sole supplier of tech giants like Nvidia, Apple, Qualcomm AMD and others. A significant amount of residential development is underway in the Green Mountain area, and planned transportation improvements in the North Shore area will improve connectivity and provide better transportation options throughout the City. The basic roadway system providing circulation to and from Camas is the federal and state highway system – Interstate 5, Interstate 205, State Route 14 (SR), and SR 500. The interstates link Camas and surrounding areas to Portland to the south as well as Olympia and Seattle to the north. SR 14 is the major east-west connection from Camas to I-205 and I-5. SR 500 provides access to the northern parts of the county.

The City coordinates with C-TRAN, the area's public transit provider, for transit stops and access. Public transit is limited in Camas. The only route that serves Camas is Route 92, which operates on 30-minute service frequency between 5:30 am and 8 pm during the weekdays and between 8 am and 8 pm on Saturday. On Sundays and holidays service frequency is hourly between 8 am and 5:30 pm. In addition to fixed-route transit service, C-TRAN operates The Current in Camas/Washougal. The Current is an ondemand rideshare service that provides point-to-point service for just the cost of a bus ride. The Current in Camas/Washougal also provides service to the Fisher's Landing Transit Center for easy transfer opportunities. The Current runs from 5:30 am to 7 pm on the weekdays and 8 am to 6pm on the weekends. You can schedule your ride online, through the mobile app, or by phone. C-TRAN will adopt their 2045 plan in 2025. In 2024, the City of Camas adopted a Complete Streets Ordinance to ensure all roads are built with all ages and abilities in mind.

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c. Describe whether and how commuting patterns have changed in the past few years.

The changes to commuting patterns in Camas in the last few years include but are not limited to:

- A significant reduction in weekday, peak hour transit trips.
- An increase in weekend, off-peak transit trips.
- A significant increase in remote work.
- An increase in multiple short driving trips throughout the day.

The implications for CTR from these changes include but are not limited to:

- Less frequent bus service and minimal one-seat rides for commuters make transit unappealing for most 9-5 workers but with an increase on evening and weekends could make transit more attractive for services workers and those more transit dependent.
- The more people telework, the more commute trips are eliminated. Many people and businesses do not associate telework with a commute trip reduction strategy.
- Traffic volumes and congestion remain constant while less people commute due to telework.
 The morning and afternoon peaks are changing. The morning peak commute is less congested whereas the afternoon peak is more congested, but not due to commuting.
- d. List the most important land use and transportation objectives from your city or county's plans that commute trip reduction most directly affects.
 - To foster economically and socially diverse mixed neighborhoods as the foundation for a healthy city, which includes meeting the multi-modal transportation, housing, employment, education, recreation, and health needs of the citizens.
- e. Describe critical aspects of land use and transportation that should be sustained and key changes that should be considered to improve commute trip reduction's contribution to the land use and transportation objectives you reference.
 - The City of Camas 2021 Housing Action Plan, 2024 Complete Streets Ordinance, 2035 Comprehensive Plan and to-be-adopted 2025 Transportation System Plan are accelerating land use and transportation investments and improvements to meet diversity and affordability goals to make Camas the best place to live now and into the future. Goals oriented to allow for mixed used development, increased housing density and parking reductions directly support commute trip reduction. Continued action and support will move the needle in more people traveling by non-drive-alone options.

²¹ Sources: The plan shall highlight the existing and future land use and transportation conditions and characteristics considered most critical by the jurisdiction and evaluate the degree to which existing local services, policies, regulations, and programs, as well as any documented future investments, will complement the trip reduction efforts of CTR employers. (WAC 468-63-040(2)(a))

The state intends for local jurisdictions to use information in existing plans and programs, such as the local comprehensive plan, unified development codes, the transportation improvement program, economic development plans, and others, as much as possible in order to develop the local CTR plan. (WAC 468-63-040(2))

2. Describe how the CTR program will help achieve the jurisdiction's land use and transportation objectives.²²

a. Describe how and to what extent your CTR program will help your city or county achieve the land use and transportation objectives referenced in question 1.

The CTR Program calls for a reduction in drive-alone trips. Upzoning and increasing population demands more transit and more multi-modal networks. Density and a reduction in driving trips reinforce each other. The transportation system will be well served and healthier if increased populations have the means to travel by non-drive-alone modes and if they live in dense transit-oriented housing with less need for motorized vehicles/parking.

3. Describe how the CTR program will help achieve the jurisdiction's environmental objectives.²³

a. Describe how the CTR program will support jurisdiction greenhouse gas emission reduction efforts.

Every drive-alone commute trip that switches to transit, carpool, vanpool, bike, walk, compressed work week or telework eliminates or lessens the greenhouse gas emissions that would have been generated by the drive-alone trip.

b. Describe how the CTR program will support jurisdiction environmental objectives in addition to greenhouse gas emission reductions.

Transportation is the third largest source of local GHG emissions in Camas, after industrial processes and building energy. Passenger cars account for 69% of transportation emissions in Camas, so a reduction of drive-alone trips will contribute to the city's overall goal of GHG emissions. Additionally, reduction of vehicle trips can improve air quality by reducing aerosolized particles from brake, tire, engine, and road wear. Water quality can be improved through reduction of storm water runoff pollutants. Reduced trips can also result in lesser demand for roadways and parking, potentially making additional land available for natural vegetation and trees which in turn can contribute to increased air and water quality, reduction of urban heat island effect, or to be used for additional multimodal facilities.

4. Describe how your CTR program will help achieve regional and state objectives.²⁴

 Summarize the local, regional, and state benefits that would be gained if you achieve your CTR targets.

More employer engagement and encouragement to travel by clean and active modes are strategies within the Draft 2025-2029 Statewide CTR Plan and 2024 Clark County Regional Transportation Plan. Likewise, these plans call for dense housing which demands more transit and more multi-modal networks. Finally, for the transportation system to accommodate more people living in the region and work efficiently and sustainably, we need people to travel by non-drive-alone modes and we need people to live in more dense transit-oriented housing with less parking.

²² Source: The local CTR plan shall describe how the CTR program will help achieve the jurisdiction's broader land use and transportation goals. (WAC 468-63-040(2))

²³ Source: The legislature also finds that increasing automotive transportation is a major factor in increasing consumption of gasoline and, thereby, increasing reliance on imported sources of petroleum. Moderating the growth in automotive travel is essential to stabilizing and reducing dependence on imported petroleum and improving the nation's energy security (...) The intent of this chapter is to require local governments in those counties experiencing the greatest automobile-related air pollution and traffic congestion to develop and implement plans to reduce single-occupant vehicle commute trips. (RCW 70A.15.4000)

²⁴ Sources: In their local CTR plans, local jurisdictions shall communicate what local, regional, and state benefits would be gained if the established targets were achieved. Benefits may include but are not limited to:

Regional transportation planning organizations (RTPOs) and WSDOT shall provide applicable data, if available, to assist this analysis. (WAC 468-63-030(3)(c))

The plan shall also discuss cross-boundary issues, such as passthrough commute patterns or larger regional issues, and how these affect the local CTR plan. (WAC 468-63-040(2)(a))

b. List adjacent CTR-affected cities and counties.

City of Vancouver, City of Washougal, Clark County

c. Describe the top few cross-border and regional transportation issues that affect your jurisdiction.

Connecting to the region is a priority for Camas as half of the people that live in Clark County commute south to Oregon for work. The Washington State Commute Trip Reduction program and law does not reach or affect employers in Oregon, which is a big limitation for our region. The region must make new regional connections to the Portland International Airport to reduce commute trips and travel trips from increasing airport travel.

d. Describe the strategies you, adjacent cities and counties, and your region have agreed to use to address the top issues described in the previous bullet.

The CTR Program Coordinator coordinates and works regularly with both WSDOT and Oregon Department of Transportation (ODOT) on bus-on-shoulder-lanes on I-5 and I-205 north and south of the Columbia. The CTR Program Coordinator meets quarterly with Oregon Metro, the regional metropolitan planning organization, on the regional travel options program. The CTR Program Coordinator implements GetThereSWWashignton.org to promote carpooling matching, trip planning, and earning rewards. GetThereSWWashington.org is a subnetwork of the GetThereOregon.org platform that ODOT administers. The cities of Camas, Washougal, and Vancouver, and Clark County regularly meeting to coordinate on construction and transportation system improvements. Finally, RTC, Clark County and the cities of Camas, Washougal, and Vancouver are working together to come up with a plan for airport travel and for the Interstate Bridge Replacement Program.

Performance targets

5. List your jurisdiction's CTR performance target(s).²⁵

a. List performance targets that reflect only CTR-affected worksites.

The city adopted a 64% drive-alone rate for CTR-affected worksites at the jurisdictional level. This is Option 2: the weighted average drive-alone rate of 15.5 percent below, or less, of the jurisdiction's census performance in 2019.

List any additional performance targets.
 None.

6. List the base value you'll use for each performance target.²⁶

a. For each performance target, provide the number you'll use as the baseline (or starting number). You'll measure the difference between this number and your results to report performance.

Performance targets will be tied to the CTR survey. We will establish a base value during the 2023-2025 survey cycle and measure progress using the 2025-2027 survey results.

7. Describe the method you used to determine the base value for each target.

a. Provide the source for each base value listed.

Performance targets will be tied to the CTR survey. We will establish a base value during the 2023-2025 survey cycle and measure progress using the 2025-2027 survey results.

8. Describe how you'll measure progress toward each target.

a. List the method you'll use to measure progress for each target.

We will measure progress using the 2025-2027 survey results.

9. List your jurisdiction's CTR-affected worksites.²⁷

- a. List all your CTR-affected sites.
 - Analog Devices Camas
 - City of Camas City Hall
 - Fisher Investments Camas
 - nLight Corporation Camas
 - TSMC Washington

10. List a performance target for each CTR-affected worksite.²⁸

a. For any performance targets tied to the CTR survey, indicate that you'll establish performance targets during the 2023-2025 survey cycle.

The city adopted a 64% drive-alone rate for CTR-affected worksites at the jurisdictional level.

11. List the base value you'll use for each site.

a. For any performance targets tied to the CTR survey, indicate that you'll establish a base value during the 2023-2025 survey cycle.

Performance targets will be tied to the CTR survey. We will establish a base value during the 2023-2025 survey cycle and measure progress using the 2025-2027 survey results.

²⁵ Source: The plan shall establish the jurisdiction's CTR goals and targets. (WAC 468-63-040(2)(b))

²⁶ Source: The plan's measurement methodology shall be consistent with the measurement guidelines established by WSDOT and posted on the agency's website. (WAC 468-63-040(2)(c))

²⁷ Source: The plan shall also identify the major employer worksites, including affected state agency locations, within the jurisdiction's affected urban growth area and any major employment installations. (WAC 468-63-040(2)(e))

²⁸ Source: The plan shall describe the base year values and numerical targets for each major employer worksite required to participate in the CTR program. (WAC 468-63-040(2)(b))

Services and strategies

12. Describe the services and strategies your jurisdiction will use to achieve CTR targets.²⁹

Strategies in Clark County may include but are not limited to:

- Education to ensure transportation agencies, professional, and the public consider and understand TDM.
 - Special transportation service for efficient transportation to special events.
 - Transportation allowance for commuters rather than free parking.
 - o Maximizing transit service efficiency and effectiveness.
 - o Park and rides at urban fringe transit stops.
 - Vanpool programs.
 - o Rideshare marketing and rideshare matching.
- Bi-state and regional commuter connections, including construction and event management and airport service.
- Micro-transit and first-last mile connections.
- High-occupancy vehicle lane preference for transit and rideshare vehicles.
- Free transit zones in commercial centers.
- Bicycle and pedestrian facility improvements.
- Bike lockers at transit stops and bike racks on transit vehicles.
- Guaranteed ride home programs to provide a limited number of free rides home for non-drive-alone commuters.
- Remote work from home to avoid commute trips.
- Alternative work hours, through flex time and alternative work weeks (e.g., four 10-hour days).
- Addressing security concerns of rideshare, transit, bicycle, and pedestrian commuters.
- Parking pricing for users.
- Road pricing such as road tolls and congestion pricing.
- Mileage fees per mile, such as charges for road use and/or distance-based vehicle insurance and registration fees.
- Fuel tax increase.

Such TDM strategies will become increasingly important as travel demand in the region continues to grow and transportation investments do not keep pace. TDM strategies can help preserve transportation system capacity.

²⁹ Source: The plan shall describe what local services and strategies will be implemented to achieve the plan's goals and targets, and how these services and strategies will support the CTR programs of major employers. Strategies may include, but are not limited to: (i) Modifications of local policies and regulations, including the transportation concurrency system, street design standards, parking, and zoning; (ii) Investments in services and facilities, including transit services, nonmotorized facilities and amenities; and (RCW 70.94.527(5))(iii) Marketing and incentives. Transit agencies shall work with counties, cities and towns as a part of their six-year transit development plan established in RCW 35.58.2795 to take into account the location of major employer worksites when planning and prioritizing transit service changes or the expansion of public transportation services, including rideshare services. (WAC 468-63-040(2)(d))

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13. Describe how jurisdiction services and strategies will support CTR-affected employers.³⁰

- Implementing parking management strategies will help transition employees from thinking there is unlimited free parking right at their destination. This will ultimately support affordable housing and real estate costs.
- Funding carpool matching and emergency ride home helps employers comply with municipal code and
 promotes the program goals. Funding campaigns and events to promote the platform and program
 increases awareness and engagement. The more people that know about the platform and program the
 more support employers have for implementing excellent commuter benefits.
- Offering transit subsidies and incentives gives employers a tool to encourage transit and travel options to employees. This will directly increase transit use, particularly among choice riders.
- Micro-transit and first-last mile connections are critical for a suburban community like Camas. Increasing
 connections to frequent fixed-route transit service makes transit more realistic for people who do not live
 on or near a transit route and more attractive for people to choose transit instead of driving alone.

³⁰ Source: The plan shall describe ...how these services and strategies will support the CTR programs of major employers. (WAC 468-63-040(2)(d))

14. Describe barriers your jurisdiction must address to achieve CTR targets. 31

a. Describe how you'll address these barriers.

Infrequent and limited transit service: Most CTR-affected worksites are not located near a C-TRAN bus route. In fact, the majority of Camas transit service was replaced by micro-transit or on-demand ride hail after the pandemic. Where fixed route transit is available, a commuter will need to make two or even three connections to get to work via bus at a CTR-affected worksite. How addressing: The CTR Program Coordinator works with C-TRAN to provide feedback on bus service to major employers. Feedback from the 2025-2029 CTR Local Plans is incorporated into the C-TRAN 2045 planning process. Campaigns and promotions to educate and encourage people about bus routes, park and rides, and multi-modal transportation can help some people make transit work for their commute.

Disconnect between telework and employer participation: Many employers post-COVID offer hybrid and remote work where employees infrequently come into the physical worksite location. Since employees are not commuting, employers do not understand why they need to participate in the Commute Trip Reduction program. **How addressing:** The CTR Program Coordinator educates employers on the CTR requirements and how remote work is an excellent commute trip reduction strategy. The CTR Program Coordinator works to make the program as easy and simple as possible for CTR-affected worksites where remote work is used frequently.

Primary commuter destination is Oregon, outside of jurisdiction: Local streets where a CTR-affected worksite is located see little congestion. Employees do not sit in traffic to CTR-affected worksites in Camas and Clark County. Where people sit in traffic is on I-5 heading south in the morning – mostly to worksites and employers located in Oregon. **How addressing:** The CTR Program Coordinator hosts GetThereSWWashingon.org to promote bi-state commuter connections and connect carpoolers. The CTR Program Coordinator is researching additional marketing strategies to boost enrollment and engagement with the platform.

High employee transportation coordinator turnover and lack of worksite support: Designation of an employee transportation coordinator is the responsibility of the CTR-affected employer. Often these duties are tacked onto a wholly unrelated job with no internal support. It is challenging for the CTR Program Coordinator to identify new ETCs and often worksites never respond after ETC turnover. How addressing: The CTR Program Coordinator will support employee transportation coordinators through monthly check-ins and an annual worksite audit. In addition, the CTR Program Coordinator will host a quarterly networking meeting for employee transportation coordinators to share their experiences and solutions.

³¹ Source: The plan shall evaluate the existing barriers to the success of the CTR program and identify how the jurisdiction and its partners can overcome these barriers. (WAC 468-63-040(2)(a))

15. Describe the transportation demand management technologies your jurisdiction plans to use to deliver CTR services and strategies.

C-TRAN and employee transportation coordinators use the GetThereSWWashington.org platform to form carpools and vanpools, to track their use, and to promote and incentive non-drive-alone modes. They use the state's CTRSurveyTool.org to conduct worksite surveys and complete program reports. They use Lyft to administer the Emergency Ride Home program for employees. The Transit app is C-TRAN's preferred transit tracking and trip planning tool and is promoted throughout the program. Ride with GPS and Strava are heavily used by bicycle commuters and are promoted as the preferred bike trip planning tool by employee transportation coordinators.

16. Transcribe or link to your local CTR ordinance.32

See ordinance attached. No changes are needed but may be explored to increase effectiveness.

17. Describe your financial plan.33

a. Describe the estimated average annual costs of your plan.

The average annual costs of the City of Camas Commute Trip Reduction Plan are \$31,300.

Activity	Estimated average annual cost
Employer engagement*	\$9,390
Commute Trip Reduction 4-year plan	\$6,260
Performance Reporting**	\$6,260
Administration***	\$9,390
Total	\$31,300

^{*}Includes identifying worksites and employee transportation coordinators, conducting training, providing technical assistance, offering incentives and tools, and reviewing employer CTR plans.

b. Describe likely funding sources, public and private, to implement your plan.
 The funding sources include biennial Commute Trip Reduction formula funding from the Washington State Department of Transportation.

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^{**}Includes worksite surveys and program reports administration, analysis, and reporting.

^{***}Includes financial and program management; CTR for city employees, involvement in comprehensive, regional transportation, transit planning, parking demand management; transportation demand management technical assistance to capital projects, parking services, climate office, human resources, etc.

³² Source: The plan shall describe the requirements for major employers that will be outlined in the local ordinance. (WAC 468-63-040(2)(e))

³³ Source: The plan shall describe the funding revenues from public and private sources that are reasonably expected to be available, as well as the expected costs, to implement the plan and achieve its goals and targets. (WAC 468-63-040(2)(g))

18. Describe your implementation structure.34

a. Describe who will conduct the activities listed in your plan.

The City of Camas has an interlocal agreement with the cities of Vancouver and Washougal and Clark County, which outlines the City of Vancouver as the primary administrator for the Camas Commute Trip Reduction Program. Activities will be conducted by but not limited to the City of Vancouver, transportation management association, and contractors.

b. Indicate who will monitor progress on your plan. List job title, department, and name.

Transportation Demand Management Coordinator, Community Development, City of Vancouver, Olivia Kahn.

19. List your implementation schedule.35

a. Provide the timeline for anticipated projects.

Provide the timeline for anticipated projects.	
1 st Biennium – July 2025 to June 2027	2 nd Biennium – July 2027 to June 2029
Provide commute and other employee transportation coordinator services to employees.	Provide commute and other employee transportation coordinator services to employees.
Identify worksites and employee transportation coordinators.	Identify worksites and employee transportation coordinators.
Train and provide technical assistance to employee transportation coordinators.	Train and provide technical assistance to employee transportation coordinators.
Review employer CTR plans.	Review employer CTR plans.
Assure worksite surveys and program reports are completed by worksites.	Assure worksite surveys and program reports are completed by worksites.
Conduct financial and program management.	Conduct financial and program management.
Engage in comprehensive, regional transportation and transit planning.	Engage in comprehensive, regional transportation and transit planning.
Provide transportation demand management technical assistance to capital projects, parking services, climate office, human resources, etc.	Provide transportation demand management technical assistance to capital projects, parking services, climate office, human resources, etc.
Support bicycle parking implementation program.	Support bicycle parking implementation program.
	Develop 2029-2033 four-year CTR Local Plan.

³⁴ Source: The plan shall describe how the various strategies identified in the CTR plan will be implemented, either by the local jurisdiction, its partners, or its contracting partners... (WAC 468-63-040(2)(h))

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³⁵ Source: The plan shall describe ...when the elements of the plan are expected to be implemented. (WAC 468-63-040(2)(h))

20. Describe the CTR plan for jurisdiction employees.³⁶

a. Describe the services, programs, information, and other actions your city or county put in place to help its employees reduce their drive alone commute trips.

The City of Camas has an employee transportation coordinator (ETC) to encourage and educate city employees on commute options. The ETC sits within Human Resources department which gives them a direct avenue to internal city policy making. The ETC regularly distributes commute information to employees, promotes carpool matching and trip planning through GetThereSWWashington.org. Likewise, the City of Camas embraced telework and flexible scheduling as a core commute trip reduction strategy. The City of Camas offers secure bicycle parking for employees. The ETC works with their supervisor annually to evaluate the program in accordance with the CTR municipal code and CTR plan.

21. Describe how the CTR plan for jurisdiction employees contributes to the success of the overall plan.³⁷

a. Describe how the plan for jurisdiction employees reinforces the success of the jurisdiction plan?

Actions and strategies included in the city-as-an-employer plan indicate the city's commitment and are like those included in all CTR-affected worksite plans. Consistent plans mean there is alignment across all employers participating in the CTR Program. Knowing Camas city employees are held to the same standard as employees as CTR-affected worksites creates commodity and trust among the community and affected-employers. This allows a consistent message that we are all working together to achieve a common goal.

³⁶ Source: The plan shall also describe the program that the local jurisdiction will offer to its employees. (WAC 468-63-040(2)(e))

³⁷ Source: The plan shall also describe the program that the local jurisdiction will offer to its employees and how this contributes to the success of the overall plan. (WAC 468-63-040(2)(e))

Alignment with plans

22. List the transit agencies that provide service in your jurisdiction.

- C-TRAN is the transit service provider in Clark County.
- Tri-Met provides transit service south of the Columbia River in Portland and the metro region. Many commuters use the Tri-Met system to connect to C-TRAN.

23. List the transit plans you reviewed while developing this plan.

- C-TRAN 2030 long-range plan
- C-TRAN 2045 long-range plan (in development)
- TriMet Vision 2030 Business Plan FY2025 FY2029

24. Describe how this CTR plan supports the transit plans.

Employer engagement and promotion: Increase the use of transit, especially among choice riders, and increased availability of subsidized transit passes and commuter benefits.

Engagement in the planning process: Increases awareness of and support of travel options.

Incentives: Increases visibility to the CTR program and offers a "carrot" for employees to provide a benefit.

Marketing: Increases awareness of transit options.

Parking management strategies: Reduces and manages the supply of parking with parking minimums/maximums and market-rate pricing.

25. Describe any comprehensive plan updates that are needed and when they will be made. 38

The desire for sidewalks, bikeways, trails, pedestrian crossing, bicycle and small mobility parking, parking management strategies like minimums/maximums will be considered in the next Comprehensive Plan update, which is scheduled for adoption in 2025.

³⁸ Source: The local jurisdiction shall review the local comprehensive plan to ensure that it is consistent with the local CTR plan. If the local jurisdiction determines that the local comprehensive plan needs to be updated or amended to be consistent with the local CTR plan, the local jurisdiction shall identify in the local CTR plan what changes may be needed and when the changes will be made. (WAC 468-63-040(1)(c))

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Engagement

26. Describe stakeholder engagement.³⁹

a. Who did you talk to?

The CTR program administrator organized the following engagement strategies to gather community and stakeholder input to inform the plan:

- Clark County CTR Program Feedback Survey
- Conversations with stakeholders and vulnerable groups
- Conversations with CTR-affected employers and their employees
- In-person engagement activities like tabling events, resources fairs, farmers markets and more

The topics included: opportunities and barriers to commute options, strategies and programs local jurisdictions can offer to promote non-drive-alone travel options, and general education on the CTR Program and its requirements.

b. When did you talk to them?

Engagement occurred over the course of five months between April 2024 and September 2024. The below table lists each engagement activity, who we talked to, when we talked to them, and what they had to say.

Engagement Activity	Date	Summary
Clark County Commute Coaching	October 2023 to September 2024	 Great interest in bicycle and small mobility riding and rolling. Concerns with vehicle speeds and safe crossings. Transit safety concerns. Concerns with buses being canceled and the elimination of local transit routes. Lack of knowledge and understanding of Transit App for real-time transit info. Concerns with the verification process of the online carpool matching. Great interest in incentives and subsidies for taking non-drive-alone modes. Need for more information and communication about the program and benefits. Desire for employers to provide commuter benefits to all employees, including temporary and contractors. Desire for more bicycle parking, including secure bicycle parking that is out of the weather. The weather and dark winters make it challenge for even all-weather bikers to continue riding. Transit offers a time and space to rest your body and mind and connect with your community.

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TSMC Washington Employee Engagement	April 2024	 Transit safety concerns. Concerns with buses being canceled and the elimination of local transit routes. Concerns with the verification process of the online carpool matching. General sentiment is that transit does not serve Camas well and people do not want to give up time to ride the bus when they can drive and park at work.
Analog Devices Employer Interview	May 2024	 Lack of frequent transit service and little awareness about The Current point-to-point C-TRAN service. Transit safety concerns. Interested in carpool matching for employees but no interest in charging for parking. General sentiment is that transit does not serve Camas well and people do not want to give up time to ride the bus when they can drive and park at work.
East Vancouver Neighborhood Convening	June 2024	 Neighborhood associations shared information about organization management, fundraising, collaboration on events, and more. Neighborhood associations heard a citywide update from communications staff. The update included the travel options program, GetThereSWWashignton.org, and complete streets throughout East Vancouver and Camas.
C-TRAN	July 2024	 Weigh the proximity of employers and transit services. Target the main corridor employers such as Main St, Mill Plain, and Fourth Plain Highway 99 Outreach Invest in Education and Outreach Travel Options Brochure (GTSWWa) Education on the Transit App Increase Vanpool groups. Coupons and subsidized passes for rideshare. Alleviate the uncertainty through social media. Use the Travel Training program. Support our mission to ramp up ridership. Mailers, Face-to-face engagement, field trips and more engagement. Add GTSWWa Information on C-Tran website. GTSWWa Channel Card in C-Tran
Downtown Camas Association	July 2024	 We need more carpool parking, affordable parking for customers, light rail from Portland, more frequent transit to Downtown Camas, shuttles for events, and in general more positive messages around transit. Port of camas/ Washougal lost business because of lack of transportation especially at early/ late hours for swing staff. 'Leak to Vancouver' shopping and dining because it is easier to go West than it is to go South to Downtown Camas We need to focus on where we can we make the most impact on people's commutes. For example, transit to the Port of Vancouver, major events like the Farmers

the Port of Vancouver, major events like the Farmers
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		Markets, and major employers and commercial districts.Need more engagement at community events to
		spread information and include in newsletters.
Chamber of Commerce	July 2024	 People are open to travel options but concern with safety, safety Issue with loitering along bus lines. Many communities never had to take public transit. Commuting from Brush Prairie and other more suburban and rural communities is nearly impossible. Many communities do not have frequent service. Mental Health concerns to telework. Activating the community to shop and be active in local resources and downtown while also lessening travel trips. Concerns with IBR and the duration of construction and impacts on local businesses. Education (giving opportunities and tours/ teambuilding opportunities), more Travel Training Creative rideshare services like circulator shuttles parked around downtown for businesses, a moveable shuttle shoppers. Parking faraway means more consumer activation. Main street should be walkable as the mall. Collab with Chamber/ Gameify keeping cars at home. "Community Currency" 75+ Companies as incentives to encourage spending money in the community, merchant gift certificates on our travel prizes,
CTR Employer Small Group Discussion	July 2024	 opportunities for corporate packages Top priority for ETCs in attendance was equity ((ensuring all members of our community have adequate, safe access to commute options). Their second priority was transportation safety with traffic congestion being a close third. ETCs top priority investment from local jurisdictions was to support employers with telework and hybrid work options. Their second top priority was for local jurisdictions to build more safe infrastructure for walking and biking. When asked what would help people drive-alone less, ETCs in attendance said overwhelmingly more frequent, reliable, and accessible public transit service. When asked what would get people to talk commute options more, ETCs in attendance said a cash stipend
Clark County Commute Options Feedback Survey	July to August 2024	 for not driving-alone to work. Advertised to CTR employers, through GetThereSWWashington.org, via stakeholder outreach, and on social media. 252 survey responses collected over one month. Two survey responses were in Spanish. Most survey responses were from people who work in Vancouver, which makes sense since that is where most employment is in Clark County. 32 respondents said they lived in Oregon and 100% of them said they worked in Vancouver. 22 respondents said they lived elsewhere, most likely in North Clark County.

- People who responded to the survey primarily live in Vancouver but the distribution across Camas, Oregon, unincorporated Clark County, and elsewhere is relatively even. Among survey responses, the least live in Washougal.
- When asked their gender, 57% responded female, 37% male, and 1% said non-binary. The remainder said prefer not to answer.
- When asked their race or ethnicity, 72% responded white, 3% Hispanic/Latino and White, 3% Hispanic/Latino, 3& Black/African American, 3% Asian, 1% American Indian & Alaska Native and White, 1% Native Hawaiian & Pacific Islander, and 1% Asian and White. The remaining 11% said prefer not to answer.
- When asked their household income, 46% said \$100,000 or more. 8% said below \$50,000. 33% said between \$50,000 and \$100,000. The remaining 11% said prefer not to answer.
- When asked their primary commute mode, 39% said drive-alone, 36% said remote work, 8% said bicycling, and 6% said carpool or transit. Walking, e-biking, and compressed work weeks made up about 2% each. The remaining respondents said other.
- Respondents said traffic congestion, climate change, and equity are the top three most important community issues cities, counties, and regions should consider in their commute trip reduction plans. While traffic congestion has the greatest number of responses as the top issue, it is only a top priority for drive-alone and remote work respondents. Climate change is the top priority for all other respondents that bike, carpool, e-bike, take transit, and walk as their primary commute mode.
- Nearly half of respondents said they want cities, counties, and regions should consider how to support employers with telework and hybrid work options in their commute trip reduction plans. A third of respondents said they wanted cities, counties, and regions to run programs and provide incentives to reduce car trips as their top choice. Another 11% said their top choice was to build more safe infrastructure for walking and biking.
- Looking at investment by respondent primary commute mode shows that people using active transportation overwhelmingly want local jurisdictions to run programs or provide incentives to reduce car trips and to build more safe places to bike and walk.
 Drive-alone respondents also want more safe places to bike and walk, but what they desire more is support for telework and hybrid work and programs and incentives to reduce car trips.

Camas Specific Results

• Traffic congestion is the primary concern for people who work in Camas and responded to the survey.

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		 Climate change and traffic congestion are tied as the primary concern for people who live in Camas and responded to the survey. People who live in Camas and responded to the survey primarily want local jurisdictions to work with employers to support telework and hybrid work options. They also want the city to build more safe infrastructure for walking and biking. Many respondents also want the city to invest in programs and incentives to reduce car trips.
Clark Bicycle & Ped Advisory Committee	August 2024	 Safety and major concern for high injury bike/ ped networks. There is a lack of protected places to ride your bike so a lot of people are riding right next to cars going a high speed. This creates a high-stress network for people biking and walking, and driving, We need more safe and comfortable infrastructure. There is a lack of connectivity in the street network and funneling traffic to major roadways, which creates a safety and congestion concerns. We need more bicycle parking in Clark County. There needs to me more education of travel options to community members. Mailers, marketing, event invites, school-based education, and more.
National Night Out	August 2024	 People were receptive to the message, although their community isn't as well connected. Some groaned at the idea of walking to the bus stops, which are a few blocks away. Neighborhood is quite spread out, little reason to explore. The Get There bags are by far the most popular swag item! It is hard to convince older folks to try transit, even when they've taken it in the past. Talked to many neighbors and connected over transit, cycling, and construction happening around their neighborhood. Heard a lot of interest from the younger generation and from folks wanting to try cycling/ transit collaboration. Folks frustrated by lack of connection to Portland (especially the minimal service of the #67 PDX bus from Fisher's to the airport) and Camas and overall lack of reliable service. Lots of concern about safety
City of Camas	August 2024	 Align with TSP to provide more multi-modal access; want people to make short trips by biking, walking, rolling, and taking transit. Safety and more protected infrastructure for people to bike, walk and roll needs to be addressed for people to feel comfortable taking travel options. Remove barriers for ADA access. Camas workers commuting to and from Vancouver, Portland need better travel options. Good network of property for commuting and recreational use, North Shore Construction, and land use. A lot of people recreate in Camas using bike trails for recreation but not commuting, why?

	 Stipend for retirement funds for generations closer to retirement for carpool/ transit users. Invest in community activities in lieu of working from home; invest in community events to spread the word about travel options. Increase incentives to encourage more carpool matching and increase marketing of GetThereSWWashington.org. Increase bicycle parking at farmers markets, community events, parks, and other gathering spaces. The region desperately needs more bicycle parking.
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c. What did they have to say?

In summary, community members wanted investment in safe, reliable and affordable transportation options. People that have been disproportionately impacted by the transportation system said in summary, for more details, see the table in question 28a:

- There needs to be more safe infrastructure, including slower vehicle traffic speeds for people to want to bike, walk, carpool, or take transit to work. Owning a vehicle is often a safe place and gives households a sense of security.
- C-TRAN needs to communicate canceled bus routes more effectively and offer an alternative like an Uber/Lyft voucher for riders. C-TRAN needs to expand express bus service; it takes too long to get to regional destinations.
- Expand transit subsidies like Youth Opportunity Pass to get free transit in the hands of more individuals.

Businesses representatives and chambers of commerce said in summary; for more details, see the table in question 26b:

- Safety needs to be addressed for people to feel comfortable taking travel options.
- Travel options are unrealistic for people who commute long distances.
- Want walkable communities to encourage shopping and gathering places for the community.
- Increase shuttle and circulators to bring more people downtown and to main streets.
- Concerns with Interstate Bridge Replacement impacts (construction, business access, etc.).

Local government representatives said in summary; for more details, see the table in question 26b:

- Safety and more protected infrastructure for people to bike, walk and roll needs to be addressed for people to feel comfortable taking travel options.
- CTR could expand to people who age out of employment in our community. Offer a way for older adults to access a transportation allowance for trips to meet daily needs.
- Increase incentives to encourage more carpool matching and increase marketing of GetThereSWWashington.org.
- Increase bicycle parking at farmers markets, community events, parks, and other gathering spaces. The region desperately needs more bicycle parking.

C-TRAN representatives said in summary; for more details, see the table in question 26b:

- Employment hubs and major destinations are a strategic component of the C-TRAN 2045 transit plan.
- The Vine on Highway 99 will increase reliable and frequent transit service and create another major transit line for the region.
- Desire to increase vanpool, travel training, field trips, and subsidy options.
- Desire to increase education, marketing, mailers, social media, and in-person engagement to bolster C-TRAN ridership and GetThereSWWashington.org usage.

d. How did what they said influence the plan?

The CTR program administrator will:

- Assist employers in enrolling in C-TRAN employer transit pass program.
- Explore the CTR Program subsidizing C-TRAN employer transit pass programs.
- Aid local City staff in incorporating community feedback for slower speeds, protected and separated bicycle and small mobility infrastructure, and additional traffic enforcement.
- Aid C-TRAN staff in incorporating community feedback for increase transit service in Camas, more shelters at bus stops, and more access to PDX airport.

27. Describe vulnerable populations considered.

Racial or ethnic minorities: People of color or BIPOC individuals and communities are at a higher risk for poor health outcomes in response to environmental harms.

People with a disability: Transportation policy has been traditionally written by abled people and drivers. For people who cannot drive, major barriers exist to accessing daily needs and opportunity.

Workers categorized as ALICE (Asset Limited, Income Constrained, Employed): individuals and families who work, but are unable to meet their basic needs, including food, childcare, housing, health care and transportation. These workers can be found at CTR-affected worksites and at other worksites.

28. Describe engagement focused on vulnerable populations.

a. Who did you talk to?

Engagement Activity	Date	Summary
Multicultural Resource Fair	June 2024	 Spoke to many families, youth, tribes, and community members at large about the transportation options available to them. Gave out a multitude of reflective ankle bands and a few rechargeable bike lights. Interest in the bike garden and more safe biking areas for people learning to ride. Concerns with the safety of carpool matching on Get There (the inability to background check). Youth excited for C-TRAN Youth Opportunity Pass. People have bikes but lack protective gear or locks. Desire for a Bike Basics Class.
Community in Motion	July 2024	 The issue is the infrastructure. Bike lanes are unsafe. Bus stops are too far apart. We need better infrastructure. Use social media, make transit exciting, lower the barrier, lessen the stigma. Insulated grocery bags are a useful giveaway. Create incentives, education, events, carpool information to work with local businesses. Guided bus tours to shopping and grocery centers for vulnerable groups. They don't use Instacart.

Washington State School for the Blind	August 2024	 C-Tran cancels trips A LOT and often it is not reflected on their website or transit. Invest in Uber/ Lyft vouchers for cancelled. There should be express service and better connection between Longview/ Kelso (include casino) for our students that live in those areas as well as commuters from Northern cities. Cowlitz county has a bus that comes from Longview/ Kelso, but it is very few and far between. Commuting to the train station is difficult, confusing, dangerous, and tiresome for all people but especially those who are blind/ low vision. We need regional investment to increase access to the train station. We need more express bus from Vancouver mall and other major hubs in Clark County. "I like The Current. Needs expanded." C-TRAN needs to work harder to get people there faster, it takes longer to wait for the 60 then to walk across the bridge to Portland. Truncated domes and curb cuts perpendicular not diagonal for people walking with a disability. Getting the word out about The Vine constructions and when stops will be without service. Add a carpool lane north of the I-5 bridge. Need a more reliable and robust system, "the biggest complaint from folks I work with is it takes two hours to get from point a to point b, but when I could drive
Fourth Plain Forward	August 2024	 Many concerns for low-income population in Vancouver. Including: Emotional weight/ added stress of navigating carpool/ transit for those already overburdened, lack of flexibility in work environments for tardiness, the freedom and emotional release of having a vehicle for those living in multi-generational households, even during inclement weather or extenuating circumstances when buses don't run the poorest workers still MUST report for work and ontime. Insufficient routes, inconsistent, community does not feel like it can rely on Pacifica and Chuukese community have been passed by bus drivers while waiting at stops. There is a lack of trust and a lack of infrastructure that the community does not trust it as a viable option. There are air quality concerns in this community. The alignment of freeways in Clark County makes it very difficult to commute as a bike rider North to South and East to West. There is a lack of bike shops in the community. Invest in bike infrastructure and more bike repair stations. "There are many costs associated with the privilege of being a bike rider", "Why would someone pay hundreds of dollars to get squashed in the road" Low-income communities need support in getting bikes but the infrastructure needs to come first.

- Get the buy-in from the employer and offer incentives through commuting.
- Have the CTR plan be the responsibility of the employer, so they are more gracious about arrival times and flexible with emergencies.
- Low-income folks need a reason to incur the extra labor and mental load that would need to be conducted to achieve the CTR goal.
- "I would love to have a bike road! Away from the danger and emissions of cars" (Really passionate about air quality. WE NEED MORE tree coverage and shade scape and native plants.) WE NEED PHYSICAL BARRIERS "Anything can be a difference in whether or not your mom comes home." Environmental barriers!
- "I would still choose biking every single day and I have been hit by a car. I still cycle every day on my peloton. It would skip a step if I could just cycle to work."
- This plan needs to really amplify the lives and issues of people of color.
- A car for low-income communities can be their SAFE space, within multi-generational households, or for folks at high-stress jobs such as teaching.

The local jurisdiction shall invite, as appropriate, representatives of major employers, local transit agencies, the applicable RTPO, business associations and economic development organizations, nonprofit transportation and land use advocacy organizations, pedestrian and bicycle advocacy organizations, public health agencies, tribal governments, and residents, employees and businesses that will be affected by the CTR plan to participate in the development of the local CTR plan.

The state intends for the invited partners to work collaboratively with the local jurisdiction by providing data and plans and discussing opportunities, including new and reprioritized investments and policy changes, to reduce drive-alone commute trips in the jurisdiction and increase transportation access to affected major employer worksites. (WAC 468-63-040(1)(b)(i))

The plan shall include documentation from the local jurisdiction that verifies consultation with employers, transit agencies and others to develop the plan. $(WAC \, 468 - 63 - 040(2)(f))$

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³⁹ Sources: The plan shall be developed in consultation with local transit agencies, the applicable regional transportation planning organization, major employers, and other interested parties. (RCW 70A.15.4020(4))

b. When did you talk to them?

Engagement occurred between April 2024 and September 2024. For more details, see the table in question 28a.

c. What did they have to say?

People that have been disproportionately impacted by the transportation system said in summary:

- There needs to be more safe infrastructure, including slower vehicle traffic speeds for people to want to bike, walk, carpool, or take transit to work. Owning a vehicle is often a safe place and gives households a sense of security.
- C-TRAN needs to communicate canceled bus routes more effectively and offer an alternative like an Uber/Lyft voucher for riders. C-TRAN needs to expand express bus service; it takes too long to get to regional destinations.
- Expand transit subsidies like Youth Opportunity Pass to get free transit in the hands of more individuals.

For more details, see the table in question 28a.

d. How did what they said influence the plan?

The following results from engagement with People that have been disproportionately impacted by the transportation system influenced the plan:

- Create a subsidy or allowance for biking, walking, carpooling, vanpooling, and taking transit.
- Increased bicycle parking, including secure long-term and short-term bicycle parking.
- Shared vehicle parking programs that help reduce parking costs, especially for low-income households and vulnerable groups like students and youth.
- Increase remote work opportunities for people in the region.

29. List employers' suggestions to make CTR more effective. 40

Employers expressed support for the following:

- Ensuring all members of our community have adequate and safe access to commute options.
- Increased transit subsidies or cash stipend for employees who do not drive-alone to work.
- Capital investment in protected multi-modal facilities for all ages and abilities.
- Investment in public transit service to increase frequency, reliability, and availability.
- Increased enforcement in areas surrounding park and rides and public transit stops.

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⁴⁰ Source: The state intends for the plan to be a mechanism through which employers can describe what policy changes, services and support they need to make their CTR programs more effective. (WAC 468-63-040(2)(a))

30. Describe results of engagement focused on vulnerable populations that will be provided for use in comprehensive plan and transit plan updates.

The following results from engagement with vulnerable populations will be provided for use comprehensive plan and transit plan updates:

- Investment in public transit service to increase frequency, reliability, and availability.
- Capital investment in protected multi-modal facilities for all ages and abilities.
- Mixed use housing with walkable neighborhoods, close to daily needs and schools.
- Creative transit options to serve lower dense areas, increase point-to-point service, shared neighborhood vehicles and smaller transit and on-demand options.

Item	3

Regional transportation planning organization CTR plan review

RTPO comments

[TYPE]



Staff Report

March 17, 2025 Council Regular Meeting

2025-2027 Collective Bargaining Agreement between the City of Camas and Camas

Police Officers' Association

Presenter: Jennifer Gorsuch, Administrative Services Director

Time Estimate: 5 minutes

Phone	Email
360.817.7013	jgorsuch@cityofcamas.us

BACKGROUND: The City and Camas Police Officers' Association (CPOA) have been negotiating in good faith since October 2024 on a successor agreement to the prior collective bargaining agreement which expired December 31, 2024. The terms of this agreement have been shared with Council in closed session and the agreement has been ratified by CPOA.

SUMMARY: The successor agreement between the City and CPOA will be a 3-year contract, through 2027. The contract includes wage increases each year: 4% in 2025 and 3.5% in each year of 2026 and 2027. Additional increases were provided for education incentive and specialty assignment pays. Comparability data shows that these increases align with the market and will keep us competitive and help our ability to recruit and retain officers.

BUDGET IMPACT: The overall total budget impact for 2025-2026 is estimated to be approximately \$400k. Of this amount, approximately \$200k is already included in the 2025-2026 budget approved by Council at the end of 2024. The difference for this biennium will be included in the spring omnibus.

RECOMMENDATION: Staff recommends Council authorize the Mayor and City Administrator to sign the three-year agreement with CPOA.

AGREEMENT

by and between

CITY OF CAMAS

and

CAMAS POLICE OFFICERS' ASSOCIATION

January 1, 2025 - December 31, 2027

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AGREEMENT BETWEEN CITY OF CAMAS And CAMAS POLICE OFFICERS ASSOCIATION

THIS AGREEMENT is made and entered into this 1st day of January 2025, by and between the City of Camas, hereinafter referred to as the "Employer," and the Camas Police Officers Association, hereinafter referred to as the "Association."

PREAMBLE

WHEREAS, it is the purpose of this agreement to achieve and maintain a high level of performance in the operation of the Camas City government, together with promoting efficiency, productive initiative, and harmonious relations between the Employer and the Association, and to provide for the rights, wellbeing, and security of the parties involved, and

WHEREAS, the parties have agreed to certain terms and conditions of wages, hours, and conditions of employment for employees of the Employer as listed herein and wish to reduce the agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY AGREED TO AS FOLLOWS:

ARTICLE 1 – RECOGNITION

The Employer agrees to recognize the Association as the sole collective bargaining agent for all regular full time, regular part time and provisional part time employees of the Police Department in the following classifications:

Police Sergeant Corporal Police Officer

ARTICLE 2 - ASSOCIATION MEMBERSHIP

- 2.1 The Employer will furnish the Association on a current basis notice of all permanent and permanent part time employees as defined in Article 1 who have been hired, rehired, transferred, laid off or terminated.
- 2.2 Nothing in this article will interfere with the employee's rights under RCW 41.56.122 of the Public Employee's Collective Bargaining Act.
- 2.3 The Association agrees to indemnify and save the Employer harmless against

any liability, which may arise by reason of any action taken by the Employer to comply with the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection with such action. The Employer will promptly notify the Association in writing of any claim, demand, suit or other form of liability asserted against it related to its implementation of this Article.

ARTICLE 3 - CHECK-OFF OF DUES

- 3.1 The Employer agrees to deduct Association dues from the wages of each employee that authorizes such in writing. The Employer agrees to forward such dues to the account of the Association monthly.
- 3.2 An employee may revoke said authorization for payroll deduction of payments to the Union by written notice to the Association and the Employer. Every effort will be made to end the deduction effective on the first payroll, but not later than the second payroll, after the Employer's receipt of the employee's written notice.

ARTICLE 4 - WORK SCHEDULE

- 4.1 The normal work day for Patrol Officers and Sergeants shall consist of the "5/4" work schedule: a work day shall consist of a ten and six-tenths (10.6) hour work day including time for lunch. The normal assigned work week shall be five consecutive work days followed by four days of rest, five consecutive work days followed by four days of rest and five consecutive work days followed by five days of rest. The work week shall not exceed fifty-three (53) hours except as provided below.
- 4.2 The normal workday for Detectives will consist of the "4/10" work schedule: A work day shall consist of ten (10) consecutive hours including time for lunch. The normal assigned work week shall be four (4) consecutive days of works followed by three consecutive days of rest, not to exceed forty (40) hours except as provided below.
- 4.3 The normal work day for the Administrative Sergeant will consist of eight (8) consecutive hours including time for lunch. The normal assigned work week shall be five (5) consecutive days, followed by two (2) days of rest, not to exceed forty (40) hours except as provided below, provided that the Administrative Sergeant may work the "4/10" work schedule as described in Section 4.2 above.
- 4.4 The parties may, upon mutual consent, meet and discuss alternative work shifts.

- 4.5 There shall be three patrol schedules in a calendar year in blocks of four months each:
 - Schedule "1" is from January through April;
 - · Schedule "2" is from May through August;
 - Schedule "3" is from September through December.

Prior to December 1st of each year, all patrol employees will bid first for squad / shift assignment for the succeeding year. These bids will be based on seniority, with the provisions that squad assignment will last for the entire year. Employees will be allowed to work the same shift assignment for three consecutive periods, subject to availability. Employees will then bid for vacation within each squad as defined by the current labor agreement.

Probationary employees will not be eligible for bidding, including those persons whose probation ends at any time during the succeeding year. Probationary employees will be scheduled by management and may be assigned and rotated to any shift schedule. Probationary employees who have completed FTO may be eligible for bidding at the discretion of the Chief or designee.

The Association recognizes that employee performance is of concern to management. As such, management retains the right to move an employee to a different squad and/or shift when it has reasonable cause to do so for training, supervision, and/or employee development. In such cases where another employee is displaced, this move will affect the least senior employee whenever possible.

The Association also recognizes that with current staffing levels it is necessary to move employees to different shifts to facilitate vacation coverage, training, and other time off. Under the 5/4 work schedule this movement will be confined within the same squad as the person taking the time off, and such moves shall be made so as to minimize the change in shift starting times.

Both parties acknowledge that a balance of experience on the respective squads can be critical to the Police Department's overall efficiency. It is agreed that management, after reviewing the bids, has the right to make adjustments to the squad staffing, by reverse seniority, to achieve experiential balance. Probationary employees who have completed FTO may be eligible for assignment to any shift at the discretion of the Chief or designee.

The above applies except in the following cases, for which management retains full authority and rights for assignment:

- Special assignments (which currently includes, but is not limited to, detectives, SRO, crime prevention);
- Hardships to any officer;
- During times of emergency (as defined in section 30.6 of the current labor agreement).

If, at any time during the year, an employee is moved from a non-patrol assignment, then that person shall be assigned to the squad/shift vacated by the employee's replacement for the remainder of that year.

If it is necessary for management to adjust the shift staffing levels or fill long term vacancies, other than those created by regular time off or reassignment of an employee, management shall fill those vacancies as follows:

- Management shall ask for volunteers to fill the vacancies and award same based on seniority, except as noted above with regard to time limits for working the same shift and the status of probationary employees;
- If volunteers are not available, management shall make the changes it deems necessary to assure adequate coverage for all shifts. In making such changes, management shall affect the least senior employee(s) whenever possible.

Employees may be allowed to voluntarily exchange shift assignments up to one work week during any one scheduling period, as long as overtime is not incurred by the affected employees and subject to the approval of a supervisor. Employees may be allowed to exchange shift assignments for longer periods of time as determined by and subject to approval of the Chief or designee.

- 4.6 Two (2) rest periods of fifteen (15) minutes each shall be allowed employees when conditions permit.
- 4.7 Employees work a 28-day FLSA period.
- 4.8 If an employee is on vacation but planning to come into work or for a training day, the employee is considered to be "working" and is subject to bumping if a last-minute shortage arises.

ARTICLE 5 – OVERTIME

5.1 Overtime shall be defined as all hours worked outside of an employee's regularly scheduled shift, with permission of the supervisor. There shall be no

pyramiding of overtime. Overtime compensation can only be received when the employee is not in another form of paid status

As an example, while on vacation and called back into work an employee cannot be paid for both vacation + overtime. In this situation, the employee would receive overtime for all hours worked but would not charge/utilize vacation hours for the same time period. Also, while on paid Labor and Industries leave, an employee cannot put in for overtime for going to court.

- 5.2 The overtime rate of pay is one and one-half (1.5) times the regular rate of pay as defined by the Fair Labor Standards Act.
- 5.3 Employees called back to work on a scheduled work day or to appear in court shall be compensated at a minimum of two (2) hours at the overtime rate of pay for each call back, in addition to overtime pay for actual time/hours worked.

"Call Back" shall mean that an employee is required to physically return to work outside their regular scheduled work hours and that the employee was unaware of the work assignment at the end of the employee's previous shift.

Also, for purposes of this section "outside of an employee's regular work hours" means the employee's scheduled days off, any paid leave which has been preapproved and also means the time when an employee has left work on a regularly scheduled work day to the time the employee is due to return to work for the employee's regularly scheduled shift.

- 5.4 Officers not notified of a cancellation of a scheduled court appearance within twelve (12) hours of the scheduled appearance shall receive three (3) hours of compensation at the overtime rate of pay. Officers are responsible for checking in with their supervisor on the case status no later than twenty-four (24) hours prior to the scheduled court date.
- 5.5 Employees who are required to standby shall receive compensatory time off at one-half (0.5) time.
- 5.6 Any employee may elect to accrue compensatory time off at the rate of time and one-half (1.5) in lieu of overtime payments up to a maximum accumulation of one hundred thirty (130) hours. Requests to utilize accrued compensatory time off of eight (8) hours or more shall be made to the Chief or designee with three (3) days' notice unless to do so would unduly disrupt the operations of the Department. Such requests shall be granted in accordance with the Fair Labor Standards Act. Annually, in the final payroll for the calendar year, compensatory time in excess of one hundred (100) hours shall be cashed out.

Employees may cash out compensatory time for any hours accrued, upon request.

- 5.7 Anytime an overtime slip is denied, the employee shall receive written notification of the denial.
- 5.8 An employee, with consent of the Employer in advance, may be allowed to "flex" their work day by leaving work prior to completion of the full normally scheduled work day and may return to work at a later time, on the same day, to complete their scheduled work shift. In limited situations, and with the approval of the Chief, Captain or designee, the employee may be allowed to complete their work shift on the following day. When this happens, no overtime compensation in any form will be paid to the employee. Provided, should the employee actually work more hours than they were regularly scheduled for, standard overtime rules would apply. Specifically, there is no "call back" penalty when an employee flexes their work shift. Flex time will only be allowed with advance approval and upon consent of the employee.
- 5.9 <u>Sergeants Receiving Work Telephone Calls While Off Duty</u>: A commissioned Sergeant who is called during non-working hours to perform official duties and who is not required to report to a work site shall be compensated for thirty (30) minutes of pay at the applicable overtime rate for all calls lasting five (5) minutes or longer. Additional telephone calls occurring within the same thirty (30) minute time frame shall not require additional compensation.

If the call results in the Sergeant reporting to the work site, Article 5.3 will apply and the employee is not eligible for the thirty (30) minutes of compensation outlined is this section, assuming the phone call occurred within 30 minutes of physical response.

- 5.10 <u>Officers Receiving Work Telephone Calls While Off Duty:</u> Officers who are called via telephone while off duty shall be compensated as follows:
 - Telephone call must be more than 5 minutes in duration.
 - Telephone call must have been directed by the Police Captain level or above, except in exigent or emergency circumstances where the Captain cannot be reasonably contacted, in which case the Captain shall be contacted as soon as is practicable.
 - Compensation will be fifteen (15) minutes of pay at the standard overtime rate (1 ½ times hourly rate).
- 5.11 Overtime opportunities for standard patrol overtime shall be offered to all eligible CPOA members based upon a <u>seniority schedule</u>, with those most senior being given preference. Overtime opportunities for approved extra duty overtime shall be offered to all eligible CPOA members based upon a <u>rotational</u>

<u>schedule</u>. In both instances, there will be no preference given for rank, unless the opportunity is restricted to a supervisor.

An employee is not eligible for the provisions of this Article where work schedules, known commitments, or other policies and/or procedures would disqualify them from being able to work the opportunity. Certain CPOA members in a probationary status may be restricted from these opportunities if in the opinion of the Chief, the probationary employee is not yet qualified to fill the opening.

Supervisors have the responsibility to fill overtime shifts in the schedule. When it comes to the attention of the department that a patrol overtime shift or extra duty assignment exists, it shall be filled as soon as possible by the following methods:

PATROL SCHEDULE VACANCY/EXTRA DUTY ASSIGNEMNT THAT IS MORE THAN 30 DAYS OUT:

Supervisors will offer it to all members but are not required to fill the opening, should there be no volunteers, until it is 30 days out.

CPOA will provide the City a list, in order of seniority, indicating a single telephone contact number at which the employee may be reached for the purpose of filling available overtime opportunities. This list may be updated by CPOA at any time, as needed. If the employee cannot be reached at the number provided, the Department shall not be required to try any other telephone number and may move on to the next person on the list. If no employees accept the overtime opportunity, the Department will mandate, in reverse order of seniority, the most junior member that is able to be contacted to take the overtime duty, who has also completed FTO.

Absent extraordinary circumstances, no employee will be mandated to work more than two overtime shifts in a series of days off. If this situation occurred, the department would then move to the next most junior eligible member who is able to be contacted. Examples of "extraordinary circumstances" would be a natural disaster, flood, earthquake, fire or large instances of social unrest, such as riots or violent protests.

When multiple overtime opportunities are available, and are being filled at the same time, employees are limited to selecting one (1) date/time only until the complete <u>seniority list</u> or <u>rotational list</u> has been exhausted. The intent of this provision is to distribute the limited overtime opportunities as equitably as practical, between all members of CPOA.

Provided, at certain times the employer, for valid reasons of "business

necessity" or "emergency" may elect to not follow these processes. Any overtime opportunity that is brought to the attention of the department with less than 24 hours to fill said opening shall be deemed to be an "emergency."

In addition, certain overtime opportunities are restricted based upon a "business necessity" which means only certain individuals have the qualifications and skills needed for a specific assignment or function. In this case, selection shall be based on seniority of those employees who have the qualifications and skills necessary for a specific assignment or function.

This provision will not apply to standard patrol overtime opportunities of three (3) hour blocks or less.

Should the employer fail to follow the above outlined process and end up skipping past a member or members who were eligible to work an overtime opportunity, the department shall be responsible for offering an overtime opportunity for the same amount of time to be worked. In no event will the penalty under this clause be more time than the original overtime that was wrongfully awarded. Overtime awarded to members under this article will be rounded up to the highest quarter hour.

In the case mentioned above, the word "skipping" is defined as no attempt was made to contact the eligible member.

- 5.12 Officers scheduled to come into work outside of their normal work hours and duties will be compensated at a minimum of three (3) hours of work. This is not the same as call back. (For example, a Sergeant attending a scheduled supervisor staff meeting on their day off would be compensated a minimum of three (3) hours of OT even if the meeting was only two [2] hours long.)
- 5.13 Double Overtime Double time (overtime) is defined as two (2) times the regular rate of pay.

Double time rate does not apply to shift extensions, but does apply to "call back" situations, or when patrol officers are scheduled to begin their shift early, with less than 24 hours' notice, otherwise the regular rate of overtime applies.

Uniformed employees who are compensated with double time pay for filling an overtime patrol shift or extra duty assignment (having been provided less than twenty-four (24) hours' notice) are not also entitled to the "call back" premium.

PATROL SCHEDULE VACANCY/EXTRA DUTY ASSIGNEMENT THAT IS LESS THAN 30 DAYS OUT: Although it should be filled as soon as possible, it shall be filled within 72 hours after it comes to the attention of the department

for all instances of a vacancy that occurs in the next 30 days. If for some reason an overtime shift is not filled per the requirements of this clause, the double time rate of pay (emergency) clause would not apply.

This Section, 5.13 – Double Time, shall not be considered status quo under this contract, but rather shall continue as a practice the parties will evaluate. The City shall provide a report to the Association at the end of each calendar year as to the prevalence and use of Double Time. The Parties agree to meet to bargain this issue at least six months prior to expiration of the collective bargaining agreement, and throughout successor negotiations.

ARTICLE 6 – HOLIDAYS

- 6.1 Upon hire, probationary shift employees shall be advanced pro-rated holiday hours equivalent to 12.34 hours per month (6.17 per pay period) for the remainder of the calendar year within which they were hired. With the subsequent calendar year, Article 6.2 will apply. See accrual maximum in Article 7.1.
- 6.2 Members will be advanced one hundred forty-eight (148) hours of annual holiday time at the beginning of each year in lieu of holidays.
- 6.3 Employees can buy back portions of their accrued holiday time in blocks of at least ten (10) hours. The Employee must notify Finance before the payroll cutoff date to receive holiday buy back in that pay period. The employee may buy
 holiday time any individual month except in December or January.
- 6.3(b) Employees also have the option of converting their holiday time to regular monthly pay by notifying Administrative Services during open enrollment each year, prior to December 1. Employees opting for this will be allowed to add 6.17 hours of holiday pay each pay period of the year to their regular pay. This option will apply equally to all 24 pay periods in the year and will be paid at the regular rate of pay.
- 6.4 When an employee gives notice of separation from employment for any reason other than retirement or is on an unpaid leave of absence, the amount of holiday pay shall be prorated at the rate 12.34 hours per month (6.17 hours per pay period) until the final date of separation. Any adjustment necessary to previously accrued hours will be made immediately. For employees who have cashed out their holiday pay prior to separation, the accrual shall be determined on a prorated basis until the last day of the pay period of separation and any unearned accrual that has been paid shall be deducted from the employee's final paycheck or repaid to the City.

6.5 Each year, any holiday time not used by the last December pay period shall be added to the employee's vacation bank. See Article 7.1 for maximum annual carry over limits.

ARTICLE 7 – VACATIONS

7.1 Paid annual vacation shall be considered as regular employment with accrual beginning at the date of hire. Thereafter vacation accrual may be taken as earned according to the following schedule:

Years of Law Enforcement Service*	Hours per Year	Hours/Pay Period
0 - 4yrs	96	4
5 - 9	144	6
10 - 14	168	7
15- 19	192	8
20 and over	240	10

^{*}Commissioned years of service only.

Maximum vacation hours to carry over: Accrued leave time (vacations, holidays) shall not exceed 400 hours on December 31.

Employees may cash out up to forty (40) hours of vacation provided the request is submitted prior to the payroll cutoff date. Vacation cash out requests will be honored on a first come first served basis and are subject to a total annual departmental budgetary maximum of \$50,000, however, should the maximum be met, additional cash outs may be considered and approved at the discretion of the Chief.

- 7.2 All part time employees shall accrue vacation at the same rate as regular full-time employees but in proportion to the number of hours worked.
- 7.3 <u>Vacation Bid Process</u>: Employees shall choose vacation by seniority and may schedule their vacation any time upon approval of their supervisor or Chief, with certain restrictions listed below dealing with short notice time off requests.
 - **First**, the patrol Sergeants bid their vacations. Once approved their vacations are posted on the upcoming year's schedule.
 - o Sergeants on the same squad are not allowed to take *pre-scheduled bid* vacations off at the same time. This would leave the squad without adequate supervision that period.

- **Next,** bid sheets for patrol officers are posted for each side. Officers are allowed to bid for up to two weeks of vacation by seniority each round. There are three rounds of vacation bidding. The second and third rounds begin after the previous rounds have been posted to the schedule.
 - No more than two members of a squad will be scheduled off at one time on *pre-scheduled bid vacations*.

Following the completion of the full week bid cycles, rounds 1, 2, and 3, Patrol Sergeants and patrol officers will be allowed to bid for partial weeks, or individual days off, in vacation bid rounds 4, 5, and 6. The order of selection will be made following the same criteria used for full week vacations, listed above. Each employee can request up to two such partial weeks or two individual days off, each round. A partial week is considered to be consecutively scheduled work days.

- **Then,** after the bidding process is complete and through the rest of the year, employees may bid for vacation slots on a 'first come, first served' basis.
 - Supervisors should make certain the request form reflects date and time the request was made to avoid conflicts or challenges.
- **Finally,** additional vacation for a third person off may be requested but not approved until thirty (30) days prior to the requested date.
- **Supervisors** have the primary responsibility of assuring their squads have sufficient staffing. When considering a short-term request for vacation or comp-time days off Supervisors should consider impacts of particular events and or holidays when considering the request.
 - Some examples include but are not limited to; Camas Days, Fourth of July, New Year's Eve/Day, Halloween, Super Bowl Sunday, labor unrest/strikes, harsh weather events, disasters, etc.... Overtime will only be used to backfill unanticipated or 'special circumstances' squad shortages.

The Chief and Captain will meet with the Sergeants prior to releasing the bid shift notice to discuss blackout dates. Both parties will work to minimize denial of leave requests through collaboration. However, the Chief has final discretion on staffing levels for all days.

This procedure is intended to provide acceptable guidelines for vacation bids. Exceptions to the procedure may be granted on approval of the Chief of Police or designee. Typically, exceptions will be considered on the basis of special, unusual or unexpected circumstances. In any case, approved exceptions to this procedure will not establish precedence for future application.

- 7.4 Employees shall receive all accrued vacation at the time of separation including that earned during the year of separation.
- 7.5 The application of Article 7.5 is based on the 2015 patrol staffing levels of 10 officers per squad. During the annual vacation bid process, the Department may place restrictions on the number of employees who may take time off on certain days based on anticipated need for police services. These days are communicated in writing, in advance, and require staffing above established minimum staffing levels. Examples are Camas Days, Fourth of July, Halloween, Super Bowl Sunday, New Year's Eve, or other events where it would be reasonable to expect a need for added police services. These dates have been referred to as "blackout dates."

If a member has submitted a request for vacation leave on one of these "blackout dates" and would have normally been granted the leave absent the "blackout date" declaration, then the member shall be compensated at the over-time rate (1.5), instead of the straight time rate, for all hours actually worked on said date. To qualify for this premium, the member must have been denied the time off solely due to the "blackout" date declaration. Time off denials for all other reasons do not fall under this clause. In addition, the member must have been eligible and qualified to take the leave time. Should the department's needs change, and the "blackout date" is canceled, the members who submitted leave requests that were denied will be notified and will be granted the leave. In that case, no extra compensation shall be granted.

ARTICLE 8 - SICK LEAVE

- 8.1 Employees of the police department shall accrue sick leave at the rate of five (5) hours per pay period with a maximum accrual of one thousand forty (1040) hours allowed to be carried over each January 1.
- 8.2 Sickness or disability shall be reported to the Chief or the immediate supervisor at least four (4) hours prior to commencement of the employee's workday, or as soon thereafter as practicable. The employee may be required to provide a note of verification as permitted by law.
- 8.3 Employees are entitled to use sick leave for only a bona fide illness or injury, quarantine due to exposure to contagious diseases, and any physical treatment or examination including medical, dental or ocular. Employees may also use sick leave for illness or injury to the employee's spouse, domestic partner, child, grandparent, grandchild, sibling, or any person living in the immediate household, requiring the employee's attendance and/or care. Emergency and last-minute appointments shall be approved by the immediate supervisor,

Captain, or Chief.

Sick leave may also be used for parents, including "step" and "in-law" relationships, as well as foster, legal guardian, in loco parentis and de facto situation.

- 8.4 Employees entitled to sick leave who have exhausted their sick leave accrual may use accrued vacation.
- 8.5 Eight (8), ten (10) or ten point six (10.6) hours sick leave will be charged for each working day off duty, in accordance with the employees scheduled work hours for that day.
- 8.6 Time off for medical purposes shall be charged against sick leave for actual time used only.
- 8.7 Any employee who has reached their maximum accrual of one thousand forty (1040) sick leave hours shall be eligible to cash out at straight time, thirty-three percent (33%) of all hours that would have been accrued over the maximum allowed. This benefit will be paid annually to eligible members in the last December paycheck.
- 8.8 If an employee retires from the City, meeting LEOFF plan requirements providing less than six (6) months' notice, that employee is eligible to cash out twenty-five (25%) percent of their sick leave balance at their current straight time rate.

If an employee retires from the City, meeting LEOFF plan requirements, providing at least six (6) months' notice of separation, that employee is eligible to cash out all sick leave hours up to 550 at thirty-three (33%) of their current straight time rate. All hours beyond 550 will be cashed out at 50% of their current straight time rate.

This notice cannot be rescinded after such time as an offer of employment has been made to a replacement.

8.9 Federal Family Medical Leave

Employees who work for the Employer for at least twelve (12) months and have worked one thousand two hundred and fifty (1250) hours over the previous twelve (12) months are eligible for up to twelve (12) weeks total of paid or unpaid leave per twelve (12) months period for: birth, adoption, or foster care of a child, or a serious health condition of the employee or immediate family member requiring in-patient care or continuing treatment by a health care provider.

An "immediate family member" for purposes of Family Medical Leave is defined as an employee's spouse, domestic partner, child, parents, or any member of the immediate household. The Employer may expand the definition of immediate family under special circumstances. A "serious health condition" is an injury, illness, impairment or physical or mental condition that involves in-patient care or continuing treatment by a health care provider. The Employer may require certification from a health care provider for leave based on a serious health condition. The disability portion of pregnancy leave is considered a serious health condition for purposes of the Family and Medical Leave Act. The leave would normally end six (6) weeks after a normal birth or eight (8) weeks after a cesarean section.

Employees must provide the Employer with at least thirty (30) days' notice if possible before taking such leave or notify the Employer as soon as practicable. Before going on unpaid leave status for the birth, adoption, or foster care of a child or the serious health condition of the employee's spouse, parents or children requiring in-patient care or continuing treatment, an employee is required to use all accrued unused compensatory or personal days and all accrued unused vacation leave. Before going on unpaid leave status for the serious health condition of the employee or the employee's minor child requiring in-patient or continuing treatment, an employee is required to use all unused sick leave, personal leave, compensatory leave, compensatory time off and vacation leave.

As required by law, the Employer shall maintain the employee's health benefits during the FMLA leave to a maximum of twelve (12) weeks. In the event an employee does not return to Employer employment after taking leave under this section, the Employer may recapture the cost of any health insurance premiums paid by the Employer during the unpaid portion of the leave. Upon return from such leave, the employee will be reinstated to the employee's former or equivalent position.

Washington State Family Care Rules

Under this law, employees may use any accrued sick or other paid leave to care for a child with a health condition that requires treatment or supervision, or to care for a spouse, domestic partner, parent, parent-in-law, or grandparent who has a serious health condition or an emergency health condition, and to care for children eighteen (18) years and older with disabilities. (RCW 49.12.265)

Washington State Paid Family Medical Leave

Eligibility for leave and benefits is established by Washington law and is therefore independent of this Agreement.

Premiums for benefits are established by law and the parties agree that employees will pay the full portion of the employer premiums even if such premiums change over time due to legislative action.

Employees receiving state benefits (PFML) that are on unpaid leave with the City shall have their sick and vacation leave accruals pro-rated each pay period to reflect the unpaid time.

ARTICLE 9 - BEREAVEMENT LEAVE

- 9.1 A maximum of three (3) paid working days (consecutive or non-consecutive) bereavement leave shall be allowed when there is a death in the employee's immediate family. "Immediate family" shall be defined as: the employee's spouse, domestic partner or significant other, child, parents, sibling, grandparents and grandchildren, or any member of the immediate household. This will also include "step" and "in-law" relationships as well as aunts, uncles, nieces and nephews of the first generation.
- 9.2 Bereavement leave of more than three (3) working days may be taken subject to the approval of the Chief. Bereavement leave in excess of three (3) working days will be charged to sick leave, holiday hours, vacation leave, or comp time, at the discretion of the employee. Leave without pay may only be used if all other leave has been depleted.
- 9.3 Employees scheduled to work on the day of the service shall be allowed to attend the funeral of a deceased fellow employee with pay if the City has the ability to have another agency provide emergency response.
- 9.4 Administrative Services will administer Article 9 for consistency in unique circumstances as they arise.

ARTICLE 10 - JURY DUTY

10.1 An employee serving on a jury of a federal or state court shall be granted leave from City employment to the extent required by such service and shall be paid during such leave the difference between the employee's regular salary and the amount paid by the Court for such duty. In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing date and time served and the amount of jury pay received. The employee shall submit money received for such services to the City performed during City time.

ARTICLE 11 - OTHER LEAVES

11.1 In the event of a military leave, the Employer abides by the provisions of the State of Washington RCW 38.40.060 which stipulates that employees who are members of the National Guard or Federal Reserve military units are entitled to be absent from their duties up to twenty-one (21) days each year (October - September) with pay while engaged in the performance of ordered military duty and while going to or from such duty.

During a period of military conflict declared by the President or Congress, an employee who is the spouse or registered domestic partner of a member of the Armed Forces, National Guard or Reserves is entitled to up to fifteen (15) days of unpaid leave while the employee's spouse or domestic partner is on leave from deployment, or before and up to deployment. (Spousal military leave may also be covered under FMLA leave for a qualifying exigency, although an employee need not meet the more stringent FMLA eligibility requirements to take this spousal military leave.) The purpose of this leave is to support the families of military personnel serving in military conflicts by permitting them to spend time together before a family member is deployed or while the family member is on leave from a deployment. An employee must work an average of twenty (20) hours per week to be eligible for this family military leave.

An employee who seeks to take family military leave must provide the City with notice of the employee's intent to take leave within five (5) business days of receiving official notice that the employee's spouse will be on leave or of an impending call to active duty. The employee may substitute any available accrued leave for any part of this family military leave.

- 11.2 The Employer may grant a regular employee a leave of absence without pay for a period not to exceed ninety (90) days. No leave of absence without pay shall be granted except upon written request of the employee. Whenever granted, the leave shall be in writing and signed by the Employer, and a copy filed with the Chief. Upon expiration of a regularly approved leave without pay, the employee shall be reinstated in the position held at the time leave was granted without loss of seniority status, excepting that the time on leave will be deducted from the employee's total service to determine seniority. Failure on the part of the employee on leave without pay to report promptly at the expiration of the leave shall constitute cause for forfeiture of right to reinstatement. The Employer may, in exceptional circumstances, extend leave beyond ninety (90) days but reinstatement cannot be guaranteed.
- 11.3 Upon written request from the Association, an Association officer or steward may be granted time off without pay or any cost to the employer to conduct bona fide business of the Association.

Upon request, Association officers or stewards shall be granted release time during regularly scheduled hours to conduct bona fide business of the Association or for attendance at contract bargaining sessions, so long as the release time does not impact Departmental operations. De minimis Association business on duty need not be requested or approved.

- 11.4 The City and the Association agree to abide by the Washington State Domestic Violence/Sexual Assault leave law.
- 11.5 Workers' Compensation (Labor and Industries) Leave
 Employees on leave under an approved Department of Labor and Industries
 claim, due to an on-the-job injury/illness, shall be subject to no reduction in
 wage or benefit. The employee shall endorse over to the City any time loss
 checks received by the State to offset the Labor and Industries leave used by
 the employee.

ARTICLE 12 – SENIORITY

- 12.1 Seniority is the length of continuous employment of an employee with the Employer within rank, in the police department.
- 12.2 Seniority shall be broken only by resignation, discharge, retirement, layoff of more than six (6) months, or failure to return in accordance with the terms of a leave of absence or when recalled from layoff.

ARTICLE 13 - PROMOTIONS, DEMOTIONS AND TRANSFERS

- 13.1 Promotions, demotions and transfers will be carried out in accordance with Civil Service Commission rules, regulations and statutes.
- 13.2 For the position of Police Sergeant, the Civil Service Commission will submit to the Chief the list of the highest three (3) scores on the promotional list for Sergeant. The Chief may select any of the three (3) candidates for a promotional opportunity.

ARTICLE 14 - LAYOFFS AND RECALL

14.1 Layoffs will be conducted in reverse order of seniority by rank. Recall from lay-off shall be done in order of seniority with the most senior employee being recalled first. Seniority shall be defined as the total length of service with the Department. Failure of such employee to report for reinstatement within 10 days of notification of job availability shall result in loss of seniority.

<u>ARTICLE 15 - HEALTH & WELFARE - DENTAL - VISION - PRESCRIPTION</u> DRUG - PENSION - LIFE INSURANCE

- 15.1 The Employer shall offer at least two (2) -medical plans for employees and their dependents.
- 15.2 The Employer shall provide post-retirement medical insurance from retirement to age sixty-five (65) for the employee only, provided the employee has been employed by the City for a total of ten (10) years and is retiring from the City under the provisions of the applicable LEOFF retirement plan. The post-retirement medical plan benefits will be the same plan as the active members, if available, or the plans with the closest benefit levels. In the event the plan with the closest benefit levels is no longer available, the City may move the retiree to the plan with the next best benefit level. In the event that the insurance plan is subject to an additional tax or surcharge required under State or Federal Law, the parties agree to meet and negotiate a change in plans to avoid the payment of said fee. If the retiree opts to upgrade to other plans available through the provider, the difference in premium is the retiree's responsibility. Coverage for a spouse/domestic partner may be paid for by the employee in accordance with the requirements of the applicable plan. Employees hired after July 31, 2001 as described above shall not be eligible for employer paid post-retirement medical insurance but may participate for themselves and spouse/domestic partner at their own expense for the employee and spouse/domestic partner, consistent with plan requirements.
- 15.3 The Employer shall provide a term life insurance policy for all employees working twenty (20) hours a week or more. The amount of the policy shall be equal to the nearest thousand dollars of the employee's normal yearly salary exclusive of overtime but not to exceed a maximum of fifty thousand dollars (\$50,000.00).
- 15.4 Health Insurance

<u>AWC HealthFirst 250 and Kaiser Plan \$250 - 10%/E114</u>): The employer will pay medical coverage premiums for employees and dependents as follows:

Employee only coverage: one hundred (100%) percent Dependent(s) coverage: ninety (90%) percent. Employees shall pay, through pre-tax payroll deduction, ten (10%) percent of total premium cost.

The employer shall inform the association of the upcoming year's premium rates as soon as possible; the group may choose to move to other health plans offered by AWC and Kaiser with at least thirty (30) days' notice and any additional requirements of carrier.

- 15.5 For the term of this agreement, the employer agrees to pay the premiums for Delta Dental -Plan F, Willamette Dental \$15 co-pay plan, Kaiser Dental and VSP vision coverage for the employee and their dependents. The Employer with pay the premiums for a life insurance plan for the employee consistent with the plan offered by the employer. The employer will continue prescription drug coverage through the medical plan, consistent with the provisions of the medical plan.
- 15.6 In the event insurance companies, brokers and/or administrators of the existing health and welfare plans notify the Employer of changes in the premium structure and/or benefit structure, then and in that event, the Employer will notify the Association and employees of said changes. The parties will negotiate those changes and thereafter the Employer will determine whether or not to make changes to the health and welfare plans inclusive of benefit levels and premium structure.
- 15.7 The Association and/or the employee will indemnify and hold the Employer harmless from any and all claims or disputes between an insurance carrier and employees relating to medical claims and/or coverage.
- 15.8 Any and all disputes or disagreements and/or claims involving coverage of employees between the insurance company and the employee are not grievable under this contract.
- 15.9 If a change in dependent coverage is not reported in a timely manner, the employee will be responsible for reimbursing the Employer for benefit premiums paid on their behalf.
- 15.10 The Employer shall make pension contributions required by statute to the State of Washington, Department of Retirement Systems under the Law Enforcement and Firefighters (LEOFF) Plan.
- 15.11 The City shall maintain a Section 125 plan for medical expenses and dependent care.

ARTICLE 16 - DISCIPLINARY PROCEDURES

- 16.1 The Employer may discipline or discharge an employee for just cause inclusive of those causes set forth in the Civil Service Rules and Regulations but not necessarily limited thereto.
- 16.2 Disciplinary action or measures shall include only the following:
 - (a) Verbal Warning

- (b) Written reprimand
- (c) Suspension without pay
- (d) Demotion
- (e) Discharge
- 16.3 The parties agree that progressive and escalating levels of discipline are preferable to allow an employee proper notice of misconduct and the opportunity to improve performance. The level or degree of discipline imposed shall be appropriately based on an employee's prior record of service, length of service, severity of offenses and prior record of discipline.
- 16.4 When the Employer determines the circumstances are such that retention of the employee will likely result in the disruption of Employer services, damage to or loss of Employer property or be injurious to the employee, fellow employees or the services provided by the Employer, the Employer may immediately suspend with pay, depending on the circumstances. In such cases the facts supporting the circumstances will be made available to the employee and the Association by the Employer not later than three (3) working days after the action became effective.
- 16.5 The provisions of this article shall not apply to newly hired employees serving a probationary period. Consistent with Civil Service rules, the probationary period shall be 12 (twelve) months from police academy graduation date, not in any case to exceed 18 (eighteen) months from date of hire. Probationary employees shall work under the provisions of this agreement but shall be only on a trial basis during which period they may be discharged without cause and without any recourse. Employees on probationary status shall be eligible for the six (6) month step increase under conditions cited in Article XXIV, Section 24.2 of this agreement.
- 16.6 The employee and the employee's Association representative with the employee's authorization shall have the right to inspect the full contents of the employee's personnel file. No written reprimand or greater disciplinary document may be placed in the personnel file without the employee having been first notified of said complaint and given a copy. An employee who disagrees with the validity of any complaint added to the file shall have the opportunity to challenge said complaint under the grievance procedure herein. The employee shall be required to sign the written reprimand or other disciplinary action acknowledging that they have read the contents of the document.
- 16.7 Records of disciplinary action shall be considered stale for the purpose of progressive discipline in accordance with the following retention schedule, provided the subsequent conduct is not of the same or similar nature:

- 1. Verbal Warning Written records of a verbal warning or counseling after twelve (12) months without a reoccurrence of similar conduct which gave rise to the warning or counseling.
- 2. Written Reprimand Written reprimands after eighteen (18) months without reoccurrence of the same conduct which gave rise to the reprimand.
- 3. Suspensions Written records of suspensions after sixty (60) months without a reoccurrence of similar conduct which gave rise to the suspension.
- (a)It is not the intent of the City to rely on discipline noted in the evaluations beyond the retention schedule for progressive discipline purposes.
- (b) For promotion purposes, the documentation set forth in paragraph (a) above will be shared as additional consideration for promotional candidates.
- 16.8 It is the Employer's sole determination as to whether or not an employee suspended without pay may be allowed to forfeit accrued vacation or compensatory time off in lieu of the suspension of pay.

<u>ARTICLE 17 - UNIFORMS WEAPONS AND EQUIPMENT</u>

- 17.1 The Employer will furnish three (3) sets of standard approved uniforms to new employees, and replaced for current employees when needed, as determined by the Chief or designee, or newly provided when uniforms are changed by the Department.
- 17.2 Uniforms shall be cleaned and maintained under a quartermaster system as determined by the Chief or designee. The Employer shall pay for the cleaning of up to six (6) uniforms and one (1) jacket per month, on average, for each employee. Employees who have been assigned to a detective assignment shall have the same cleaning allowance as those in the patrol division. The Employer shall pay for the cleaning of up to six (6) civilian shirts and pants, on the average, for each month, provided those items are used in connection to the job. Employees shall receive a two hundred and fifty dollar (\$250) shoe allowance annually, which shall be provided in the first check of the year. New hires are eligible for this allowance in their first paycheck.
- 17.3 The Employer shall purchase a standard service sidearm and a standard set of handcuffs, holster and duty gear as required which the employee will maintain and return to the Employer upon the termination of service. The Employer shall determine the standard service sidearm and handcuffs to be purchased.

- 17.4 The employer has the sole discretion as to the type and style of uniforms and equipment provided to the employee.
- 17.5 For each year of this contract, seven hundred and fifty (\$750) dollars will be provided to those employees with the assignment of Detective. This will be paid to the employee in their January paycheck. The purpose of the clothing allowance is to replace, clean and maintain the detective's non-uniform clothing worn for work purposes. The clothing allowance shall be prorated for employees coming into the position after January. If an employee requests to leave the detective assignment within the year they were provided this benefit, a pro-rated amount will be deducted from the employee's paycheck following their last day in the assignment.

ARTICLE 18 - GRIEVANCE PROCEDURE

- 18.1 The parties hereto recognize the need for fairness and justice in the adjudication of employee grievances and enter into this Agreement in a cooperative spirit to adjust such actions promptly and fairly. If a grievance cannot be resolved through informal means, the grievance will be settled as hereinafter provided.
- 18.2 A grievance is defined as a dispute involving the interpretation, application or alleged violation of any specific provision of this Agreement.
- 18.3 Any party who believes they have a grievance arising out of the terms of this Agreement may, except for arbitration, personally or through a representative, apply for relief under the provisions of this Article.
- 18.4 The parties agree that the time limitations provided are essential to the prompt and orderly resolution of any grievance. Should a grievance be timely filed and either Party miss a grievance deadline, the grievance shall move to the next step of the grievance process. Such timelines may also be extended by mutual agreement of the Parties to the grievance.
- 18.5 If any party fails to file a grievance within fifteen (15) calendar days from the date of the occurrence or knowledge of the occurrence, then said party forever waives and forfeits the grievance as well as any and all rights and remedies relating to said grievance. Failure to pursue a grievance to the next step renders final and conclusive, the last determination and response. If an employee wishes to have those matters currently addressed under Civil Service Rules and Regulations, inclusive of promotions, demotions, transfers, layoffs, recall and discipline, but not limited thereto, the employee must file a request for an investigative hearing within fifteen (15) calendar days of the occurrence.

Regarding disciplinary actions, the employee may elect to have disciplinary action reviewed by the Civil Service Commission. If the employee elects to have disciplinary action reviewed by the Civil Service Commission, then a request for an investigative hearing must be filed with the Commission within fifteen (15) calendar days from the date of the disciplinary action. The employee must elect to have disciplinary action reviewed either through the grievance procedure or by the Civil Service Commission. An employee is not entitled to review of disciplinary action under both procedures. If the employee elects to pursue matters before the Civil Service Commission, then the Civil Service Commission procedures will be applicable and not those of the collective bargaining agreement.

18.6 The formal grievance procedure shall be as follows:

Step 1:

In order to protect all parties, and provide for clear documentation, all grievances shall be in writing. To allow for grievances to be settled at the lowest possible level, each grievance shall be presented in writing by the member, or by the Association on behalf of the member(s), to the involved member's immediate supervisor within fifteen (15) calendar days from the occurrence or knowledge of the occurrence. The employee shall have the option of being accompanied by an Association representative. The immediate supervisor shall respond within seven (7) calendar days. If the matter is not satisfactorily resolved, then the grievant may move to Step 2 in accordance with the provisions herein below.

Step 2:

The grievance shall be presented in written form, stating the specific provision of this Agreement allegedly violated, to the Chief within fifteen (15) calendar days from its occurrence or knowledge thereof. Thereafter, the Chief shall respond in writing to the aggrieved employee and the Association within fifteen (15) calendar days after receipt of the grievance. If the employee elects to have applicable matters reviewed by Civil Service, then the employee will need to comply with the provisions set forth in Section 18.5 above.

<u>Step 3</u>:

If the grievance is not resolved to the satisfaction of the concerned parties at Step 2, then within fifteen (15) calendar days of the response in Step 2 above, should the Association elect to move the Grievance to Step 3, the Association shall present the grievance to the Mayor or designee in writing. The Mayor or designee shall schedule a meeting with the employee and Association within fifteen (15) calendar days from the date of submission and respond within fifteen (15) calendar days of the meeting to the employee and Association. The employee has the right to be represented by an Association representative and

the Chief has the right to be represented by an Employer representative.

Step 4:

- (a) Final and Binding Arbitration and/or Mediation:

 If the grievance has not been resolved at Step 3, the Association may refer the unsettled grievances to mediation and/or final and binding arbitration. If the parties refer the matter to mediation, then the timelines for final and binding arbitration shall be extended to accommodate the mediation process.
- (b) <u>Notice Time Limitations</u>: The Association shall notify the other party in writing of submission to mediation or arbitration within fifteen (15) calendar days after receipt of the Step 3 response.
- (c) <u>Mediation</u>: Mediation is provided as a free service by PERC. The Employer and the Association shall each pay for their own fees or costs associated with mediation.
- (d) <u>Arbitrator Selection</u>: After timely notice, the parties shall establish who the arbitrator will be in the following manner:
 - (i) After timely notice, the parties shall select an impartial arbitrator within fifteen (15) calendar days, if possible, after the request is made to arbitrate.
 - (ii) If the parties cannot mutually agree on an impartial arbitrator—who is able and willing to serve on a timely basis, they will request a list of nine (9) arbitrators who are willing to abide by time limitations. A list of impartial arbitrators shall be furnished by the Public Employment Relations Commission (PERC). The parties shall flip a coin to determine who will strike the first name, following which each will alternately strike one of the names submitted until one (1) name remains. This person will serve as the sole arbitrator subject to the following provisions.
 - (iii) The arbitrator selection process for disciplinary cases will be in accordance with state law.

- (iv) For disciplinary grievances, the arbitrator shall be assigned by PERC under the arbitrator assignment process for law enforcement personnel disciplinary grievances established by RCW 41.58.070.
- (d) <u>Decision Time Limit</u>: The arbitrator will meet and hear the matter at the earliest possible date after the selection of said arbitrator. After completion of the hearing, a decision shall be entered within thirty (30) calendar days or as soon as possible thereafter, unless an extension of time is agreed upon as provided for herein.

(e) <u>Limitations - Scope - Power of Arbitrator</u>:

- (i) The arbitrator shall not have the authority to add to, subtract from, alter, change or modify the provisions of this Agreement.
- (ii) The arbitrator shall only have the power to interpret and apply the specific terms of the Agreement and/or determine whether there has been a violation of the terms of this Agreement.
- (iii) The arbitrator shall also have the authority to receive evidence and question witnesses.
- (iv) The arbitrator shall not have the authority to review or consider appeals carried out pursuant to Civil Service Commission Rules and Regulations.

(f) <u>Arbitration Award - Damages - Expenses</u>:

- (i) Each party hereto shall pay the expenses of their own attorneys, representatives, witnesses, and other costs associated with the presentation of their case and one-half (1/2) the expenses of the arbitrator.
- (ii) The arbitrator's written award shall be final and binding on all parties.

<u>ARTICLE 19 - NON-REDUCTION OF WAGES AND WORKING</u> CONDITIONS

The parties hereto agree that the wages and working conditions specified by the Employer ordinances and resolutions now in force shall be maintained consistent with this agreement for its term.

ARTICLE 20 - STRIKES AND LOCKOUTS

The employer and the Association recognize 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, neither the Association nor the Employer shall cause, engage in, or sanction any work stoppage, slowdown, or other interference with City functions. Employees who engage in any of the foregoing actions may be subject to disciplinary action including suspension or discharge. No individual shall receive any portion of the employee's salary or benefits as provided by the employer, and in accordance with applicable law, while engaging in activities in violation of this Article. Nothing herein shall be deemed to prohibit the Association or any individual employee from participating in any lawful activity.

ARTICLE 21 - ASSOCIATION REPRESENTATION

An authorized representative of the Association shall have the right to investigate grievances or conditions at reasonable hours upon first securing permission from the Employer to do so when on City time, unless it is de minimis in nature. Association Representatives conducting Association business shall do so without interfering with the progress of work, and without a loss in pay nor a requirement to make up said time. The Association shall advise the Employer, in writing, of the names of their authorized representatives and stewards.

ARTICLE 22 - COMMUNICATION OF ASSOCIATION BUSINESS

The Association may use the department's mailbox system and the City's email system to communicate with their members on Association business. All notices shall be signed by a representative of the Association who is authorized by the Association to approve Association notices. The Association agrees to abide by all City polices in connection to the use of the City e-mail system and is aware of the laws regarding document retention and public disclosure.

ARTICLE 23 - NON-DISCRIMINATION

- 23.1 The Employer agrees that they will not discriminate against any employee because of lawful Association activity.
- 23.2 Neither the Association nor the Employer, in carrying out their obligation under this agreement, shall unlawfully discriminate in matters of hiring, training, promotion, transfer, layoff, discharge, or otherwise because of race, color, creed, national origin, gender, age, marital status, disability or religion.

ARTICLE 24 - WAGES CLASSIFICATIONS AND PAY PLAN

- 24.1 The applicable pay plan is attached hereto and incorporated herein by reference as Appendix A to this contract.
- 24.2 An employee may be granted a step increase subject to satisfactory progress while on probation as determined by the Chief or designee and/or after having served six (6) months at step 1. Thereafter, an employee will be considered for a further step increase after twelve (12) months in step 2 of the pay scale subject to a satisfactory performance review by the Chief or designee. Thereafter, step increases will occur after an employee has spent at least twelve (12) months in each step and subject to satisfactory performance evaluations by the Chief or designee. If performance reviews result in an unsatisfactory performance rating, then the employee may be held in the existing step for up to an additional twelve (12) months. Thereafter, the employee will be considered for a further step increase subject to a satisfactory performance review by the Chief or designee.

Probation for Police Sergeants shall be one (1) year. Probationary Sergeants will receive a step upon promotion and a second step at six (6) months upon satisfactory review by the Chief or designee. Upon satisfactory completion of the probationary period, the employee's 'anniversary date' for future pay action shall be established by the date of the previous six-month step increase.

Probation periods may be extended with mutual agreement of the parties for a period up to an additional 6 months.

24.3 Effective and retroactive to January 1, 2025, Appendix A for Police Officers and Sergeants shall be increased across the board and employees in the bargaining unit will receive a wage increase of four (4%) percent.

Effective January 1, 2026, Appendix A for Police Officers and Sergeants shall

be further increased across the board and employees in the bargaining unit will receive a wage increase of three and one-half (3.5%) percent.

Effective January 1, 2027, Appendix A for Police Officers and Sergeants shall be further increased across the board and employees in the bargaining unit will receive a wage increase of three and one-half (3.5%) percent.

See Appendix A for wage scales.

- 24.4 If an existing employee is promoted to a higher job classification, then the employee will receive pay at a step, which results in an increase and shall progress through the applicable steps subject to the provisions of Section 24.2 above. The promoted employee will receive a new anniversary date as of the date of promotion and will follow the pay plan procedures set forth in Section 24.2 above. Promoted employees will receive the step in the new pay plan which results in an increase in pay of at least three (3%) percent.
- 24.5 All bargaining unit employees shall receive an education incentive premium added to the base pay equal to two (2%) percent for an Associate's degree or four (4%) percent for a Bachelor's degree.
- 24.6 Employees assigned by the Chief to act as a Field Training Officer, (FTO) shall be paid a premium of five percent (5%) of the base rate of pay for time actually spent in performing such duties.
- 24.7 In recognition of the achievement of the Department in obtaining and maintaining State Accreditation, all employees in the bargaining unit shall receive a one percent (1%) accreditation premium added to their base pay each pay period.
- 24.8 Sworn officers (includes Sergeants) who meet the following qualifications are eligible for MPO (Master Patrol Officer) premium pay:
 - Completed six (6) years as a sworn officer years must be continuous service
 - Completed Camas probationary period
 - No disciplinary action (written reprimand or above) for the prior twelve (12) months as defined below
 - Maintain all required certifications and CJTC requirements

If discipline occurs involving suspension, demotion or receiving two (2) or more written reprimands in a twelve (12) month period, MPO pay is immediately suspended for a minimum time of six (6) months. After the six (6) months has passed, the employee may petition the Chief for reinstatement. Each case shall be considered on its own merits. After one (1) year, the employee shall have MPO pay reinstated if no further discipline has occurred and the officer has

otherwise met the criteria listed above.

The premium pay shall be as outlined below:

In year of service	Premium as %age of base	
	wage	
7-10	4.5%	
11-15	5.5%	
16+	6.5%	

Sworn officers (includes Sergeants) who are not assigned as MPO are eligible for Longevity incentive.

The premium pay shall be as outlined below:

In year of service	Monthly premium as %age of base wage
7-10	2%
11-15	3%
16+	4%

24.9 <u>Specialty Assignment Premiums</u>: Employees who are assigned to and who are performing the functions of SRO, Defensive Tactics Instructor, Firearms Instructor, TASER Instructor, PIO, SWAT or Less Lethal (40mm launcher) Instructor, EVOC Instructor, Use of Force Instructor, Simunitions Instructor, Drone Instructor, and Patrol Tactics Instructor shall receive an additional monthly premium of three percent (3%) of their base pay. Instructors shall be certified.

Employees assigned to the Detective Unit will receive an additional premium of five percent (5%). This shall include any employees serving in the Detective or Detective-Sergeant positions.

Employees are eligible for the premium only when formally assigned the position by the Chief and only while in the assignment period. No employee may earn more than one assignment premium regardless of assignments.

Specialty assignments shall be made at the discretion of the Chief as outlined in Camas Police Department policy 02.25 (Specialized Units). The selection process will include a posting for the open position to all eligible employees. The posting will be open for a minimum of fourteen (14) days to allow all interested employees the opportunity to apply.

The Chief shall determine the selection process to be used for each assignment and the minimum requirements for application and shall include that information in the posting. The length of assignment, once the appointment is made, is at the Chief's discretion.

24.10 <u>Deferred Compensation</u>: Effective with the first pay period after ratification, for participating members, the City shall contribute an amount equal to three percent (3%) of that individual's base pay each pay period into the deferred compensation plan of their choice provided by the City. The employee must defer at least the minimum required contribution to a plan provided by the City to receive the City's contribution. Currently, the minimum deferral is \$30/month or a whole percentage of at least 1% of compensation.

Employees may elect to defer additional compensation to the extent permitted by law, but additional employee contributions will not result in additional contributions by the City.

Employees may elect to defer additional compensation to the extent permitted by law, but additional employee contributions will not result in additional contributions by the City.

- 24.11 Wellness Time: Wellness time is for physical or mental activity or improvement, including but not limited to yoga, walking, running, lifting weights, meditation, health classes, etc. Employees may elect to take up to thirty minutes of the employee's shift to participate in Wellness Time, with approval of the Chief or designee as to when the thirty minutes is taken. Employees must remain on-site during the wellness time and must keep their cell phone and radio with them to allow for response to duty. Prior to engaging in wellness time, employees shall coordinate with their work partner and supervisor. Wellness time may not be used to arrive late to work or leave work early or to extend a break. Personal hygiene time must occur when the employee is off duty.
- 24.12 Employees on approved unpaid leave (i.e. State PFML), shall receive additional pays (MPO, Education, Specialty Assignment Pay, Deferred Compensation match) on a pro-rata basis commensurate with any pay during that payroll cycle.

<u>ARTICLE 25 – SEPARABILITY</u>

In the event that any provision of this agreement shall at any time be declared invalid by a final judgment of any court of competent jurisdiction, or through a final decree of a government, state or local body, such decision shall not invalidate the entire agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. The parties agree that any invalid provision of this agreement shall be modified through negotiations to comply with the existing regulations or laws.

ARTICLE 26 - MILEAGE ALLOWANCE

All employees required by the Chief or their designee to use their private cars for official departmental business, shall be compensated at the standard IRS mileage rate.

ARTICLE 27 - DEPARTMENT RULES AND REGULATIONS

The Association agrees that its members shall comply in full with departmental rules and regulations, including those relating to conduct and work performance. The Employer agrees that new departmental rules and regulations affecting mandatory subjects of bargaining shall be reviewed with the Association and agreed upon prior to implementation. Nothing in this Article shall prevent the Employer from voluntarily collaborating with the Association on potential new rules and regulations that do not involve mandatory subjects of bargaining.

ARTICLE 28 - JOB DESCRIPTIONS AND RECLASSIFICATION

When work operations involving new or substantially changed requirements are established as determined by the Employer, and such requirements are not adequate or properly prescribed in any existing position, the Employer will revise the position or establish a new position classification consulting with the Association committee beforehand.

ARTICLE 29 - CONFLICT OF CONTRACT AND ORDINANCE

The rules and regulation of the Camas Civil Service Commission shall govern unless specifically superseded by the terms and conditions of the Agreement.

ARTICLE 30 - MANAGEMENT RIGHTS

The Association recognizes the prerogative of the employer to operate and manage its affairs in all respects in accordance with its responsibilities, lawful powers and legal authority. Management's affairs and prerogatives which the parties have agreed do not constitute negotiable matters relating to wages, hours and working conditions are inclusive of, but not limited to, the following:

- 30.1 The right to institute, from time to time, work rules applicable to bargaining unit employees.
- 30.2 The right to determine work schedules, overtime and the methods and

processes by which work is to be performed. Changes to work schedules will be preceded by at least three (3) work days of personal notice of the change, except in the event of an emergency, in which case no notice or discussion is required. For purposes of clarification, three work days notice is equivalent to seventy-two (72) hours before the start of the next scheduled shift. The remedy for shift change occurring in less than seventy-two (72) hours will result in compensation to the affected employee(s) of an additional three (3) hours of penalty pay at the rate of one and one-half (1.5) times the regular rate of pay. Because this extra three (3) hours is a penalty for the late notice, it does not conflict with the Article 5.1.

- 30.3 The right to hire, promote, demote, transfer, assign and/or retain employees in positions within the employer.
- 30.4 The right to discipline employees for just cause.
- 30.5 The right to lay off employees for lack of work, lack of funds, reorganization or occurrence of conditions beyond the control of the employer.
- 30.6 The right to take whatever actions the Employer deems necessary to carry out services in an emergency. The term "emergency" is defined as unforeseen occurrences or conditions, complications of circumstances, sudden or unexpected occasion for action.
- 30.7 The right to determine the methods and processes means and personnel by which operations are to be carried out on an efficient basis. This includes the right to modify operations, personnel and equipment.
- 30.8 Provided nothing contained in this article shall be deemed as a waiver of the Association's right to bargain changes in mandatory subject of bargaining.

ARTICLE 31 - BILL OF RIGHTS

- 31.1 Subject to the provisions of this contract and except as otherwise provided, employees have the right to use the grievance procedure contained herein to protect their rights as set forth in this Agreement.
- 31.2 All employees within the bargaining unit shall be covered by the following rules and regulations. The powers and duties of law enforcement officers involve them in many contacts with members of the public and questions are bound to arise as to the nature of such contacts, which questions require immediate investigation by superior officers who have been authorized to make such investigations by the Chief.

Such investigations shall be conducted under the following general guidelines:

- When a permanent, non-probationary employee is the subject of an internal investigation by the Camas Police Department, prior to any interview of the employee, the employee and the Association shall be advised of the specific nature of the inquiry of and whether the employee is suspected of (1) committing a criminal offense; (2) misconduct that would be grounds for termination, demotion, suspension, or other disciplinary actions; (3) that the employee may not be qualified for continued employment with the Department. All interviews shall be conducted in a manner consistent with due process rights granted by law. The officer shall not thereafter contact the citizen or witnesses without prior permission of the Chief.
- If the Chief determines that the officer should be questioned about the allegation, such questioning shall be done as soon as practicable. Unless an emergency is thought by the Chief to exist, such questioning shall be while the member is on duty and during the daytime, if possible.
- Questioning of the officer shall be with full regard to the officer's constitutional rights. Prior to any compelled statement, officers shall be provided a Garrity admonishment. The employee shall have the right to retain an attorney of the employee's own choosing, at no expense to the City of Camas. Such attorney, and/or a representative of the Association, shall have the right to be present during any questioning.
- Questioning of an employee accused of misconduct shall not be overly long, and the employee shall be entitled to reasonable intermission for personal necessities, meals, telephone calls, and rest periods. Providing both parties agree, the Employer or the employee or the Association may provide for the mechanical, electronic, or stenographic recording of any formal employee interview which could likely lead to criminal charges being filed against the employee or which could result in discipline of the employee by the Department. Whenever such a recording is made by one party, the other party shall have the right to make a copy of the recording. An employee who is the subject for a formal investigation shall have a right to make copies of any statement the employee has signed pertaining to the investigation.
- It is understood that under state law, no officer may be required to take any lie detector test as a condition of continued employment, though the officer may request a polygraph test. If one is requested by the employee, it shall be taken by an independent agency mutually agreed upon by the Association and the Chief of Police at the Employer's expense.
- When an investigation is completed and discipline is proposed, the employee

and the Association shall, upon request from the employee and/or Association, be provided with a complete copy of the investigation materials, interviews, videos, documents and recordings relied upon during the investigation.

• Employees shall be afforded the right to a pre-disciplinary meeting, (Loudermill) prior to discipline becoming final for discipline that rises to the level of a suspension, demotion, or termination. The purpose of the predisciplinary meeting is for the employee and/or the Association to provide additional materials and mitigation to be considered prior to final discipline being determined.

ARTICLE 32 - LIABILITY INSURANCE

The Employer agrees to either provide insurance coverage on behalf of the employees or provide liability defense for employees or a combination thereof in order to reasonably protect and indemnify employees from liability to third parties resulting from employees negligently performing duties within the scope of employment provided, however, such coverage will not protect the employee from their intentional and/or malicious tortious acts or assaults. Subject to the provisions of this Article, the coverage will include reasonable attorney's fees and reasonable costs connected with lawsuits.

<u>ARTICLE 33 - DRUG AND ALCOHOL POLICY AND PROCEDURES</u>

The Drug and Alcohol Policy and procedures mutually agreed on by the parties is hereby incorporated by reference as though it were set out specifically and completely in this Agreement. Said policies and procedures are a part of this Agreement.

ARTICLE 34 - SCHOOL RESOURCE OFFICER

The School Resource Officer assignment which was mutually agreed upon by the parties is hereby incorporated into this agreement as an appendix.

ARTICLE 35 - TERMINATION AND RENEWAL

This agreement shall be in full force and effect from January 1, 2025, except as otherwise indicated, until December 31, 2027.

CITY OF CAMAS, WASHINGTON

CAMAS POLICE OFFICERS' ASSOCIATION

By: Steve Hogan, Mayor	By: Ward Kruse, Association President
Date:	Date:
By:	
Date:	

APPENDIX A

2025 (4%)

Position	1	2	3	4	5	6	7
Police Officer	7609.68	7839.52	8074.56	8314.80	8566.48	8823.36	9086.48
Police Sergeant	9004.32	9269.52	9548.24	9832.16	10130.64	10434.32	10744.24

2026 (3.5%)

Position	1	2	3	4	5	6	7
Police Officer	7876.02	8113.90	8357.17	8605.82	8866.31	9132.18	9404.51
Police Sergeant	9319.47	9593.95	9882.43	10176.29	10485.21	10799.52	11120.29

2027 (3.5%)

Position	1	2	3	4	5	6	7
Police Officer	8151.68	8397.89	8649.67	8907.02	9176.63	9451.80	9733.66
Police Sergeant	9645.65	9929.74	10228.31	10532.46	10852.19	11177.50	11509.50

APPENDIX B

SCHOOL RESOURCE OFFICER ASSIGNMENT

- 1. The Employer and the CPOA agree that the normal assigned work week for the SRO during the school calendar year shall be day shift, Monday through Friday, based on a 5/2 work schedule, not to exceed nine (9) hours per day, inclusive of a one-half (.5) hour paid lunch. The normal shift starting time for the SRO shall be 0730 hours (7:30AM). The normal shift ending time shall be 1630 hours (4:30PM).
- 2. The SRO work schedule results in the SRO working one (1) hour of overtime each scheduled schoolwork day, in excess of the normal eight (8) hour shift limit of the 5/2 work schedule. This results in the accrual of two hundred and seventy (270) overtime hours (1 hr. X 180 school days X 1.50T) for the SRO over the course of the school calendar year. This calculation is based on the SRO working all scheduled days without using other paid leave (sick, vacation, bereavement, training, compensatory time, administrative leave, etc. Should the SRO miss a scheduled day of work (school day) no overtime accrual would be credited for that day. The Employer and the CPOA agree that overtime accrued by the SRO as listed above (Section 2) may not be submitted by the employee for cash payment.
- 3. The overtime hours as noted in Section 2 above shall be compensated by twenty-six (26) compensatory days off, coinciding with the number of full-day holiday/student non-attendance days (numbering 26) in the school calendar year as published by the Camas School District in its student attendance calendar. Twenty-six (26) days off would result in the use of two hundred and eight (208) compensatory hours (26 X 8 hrs.). School days involving late start or early dismissal times will be worked as a normal full shift by SRO, who shall report to the Patrol Sergeant for assignment of duties.
- 4. The accumulation of compensatory time pursuant to this MOU is agreed to as an exception to Article 5.6 of the collective bargaining agreement which limits the accumulation of compensatory time to a maximum of one hundred and two (102) hours. The Employer and the CPOA agree that it will be necessary to establish a separate tracking in the payroll system for compensatory hours earned by the SRO under this agreement, and the SRO will be able to maintain a secondary compensatory time account. The secondary compensatory time account, including the accrual and use thereof, will be guided by Article 5.6 of the CBA. The CPOA agree that all compensatory time accrued pursuant to this agreement, and Section 2 above, shall be used prior to the beginning of the next school year. The SRO shall not be allowed to carry-over compensatory

hours earned in one school year to the next school year. This can be accomplished by the SRO using the remainder of the compensatory hours earned during the summer months.

- 5. For purposes of calculating paid and compensatory time-off, the SRO work shift will be based on an eight (8) hour day. (e.g., vacation, sick, compensatory time, bereavement leave). Hours worked beyond the normal SRO work schedule will be compensated as standard overtime, guided by Article 5 over the collective bargaining agreement. Extra-duty assignments shall be handled pursuant to the existing extra-duty policy.
- 6. Compensatory time accrued pursuant to this appendix will be applied to the twenty-six (26) holiday/student non-attendance days for each school calendar year, or the number of scheduled school holidays / non-attendance days, should that number change.
- 7. Vacation and compensatory time off outside of the twenty-six (26) scheduled holidays during the school calendar year will be subject to the pre-approval of the Sergeant assigned as the supervisor for the SRO. The SRO may schedule vacation time off at any time, including during the school year. However, the Employer and the CPOA agree that the desired intent is to have the SRO available on school days. To that extent, the SRO is strongly encouraged to take vacation after the end of the school year and before the beginning of the next school year (summer non-attendance period).
- 8. Officers assigned as SRO shall be allowed to bid for and obtain vacation during the summer months when school is not in session without having to compete against any other officers. The SRO will bid said vacation during the normal vacation bid process, conducted once each year for all CPOA members. Vacation requests submitted by the SRO after the vacation bid process is closed are handled the same as other patrol officers, on a "first come, first served" basis.
- 9. During the summer break when school is not in session, the SRO will be reassigned to the Patrol Division (day-shift hours), side A or B, or other assignment as mutually agreed upon. Day shift hours are established as either the 6:00AM shift or the 10:00AM shift. The Employer agrees to establish one or the other as the primary shift for the SRO and will make every attempt to reduce the movement between the two throughout the summer months to the degree possible. The CPOA recognize the needs of the Employer to cover vacant shifts caused by other member's absences. Both parties agree that by allowing the SRO only day shift assignments it may force another CPOA employee to be bumped in the work schedule, which may cause a violation of standardized procedure found in Article 4.4. Due to this appendix,

- a person with more seniority may be moved to another shift to facilitate leaving the SRO on one of the two listed day shifts.
- 10. Selection of the SRO shall be guided by Camas Police Department policy 2.25.030 and Article 4.4 of the current CBA.
- 11. This memorandum of understanding shall be considered an addendum to the current CBA and is entered into pursuant to Chapter 41.56 RCW. Any dispute between the Employer and the CPOA or an employee concerning the interpretation, application, or alleged violation of any term of this Memorandum of Understanding shall be subject to the Grievance Procedure set forth in Articles 18 of the parties' CBA.
- 12. The normal FLSA work period for the SRO, during the school year, shall be seven (7) days as outlined in the Employee handbook, beginning at 12:01a.m. Monday and ending at 12:00 midnight Sunday of each week. For the period during the summer months when the SRO is assigned back to the 5/4-5/4-5/5 patrol schedule, there shall be a FLSA 28-day work period. A work day is defined as the twenty-four (24) hour period beginning with the start of the employee's shift.
- 13. Each year, at the conclusion of the school year, the SRO assignment will be reviewed by the Chief. The Chief will consult with the person assigned as the SRO the previous school year to find out if that individual wishes to remain in the assignment another school year. Each year, selection of the SRO is ultimately based on Camas Police Department policy 2.25.030 and Article 4.4 of the current CBA.
- 14. The Employer and the CPOA recognize that certain extra-curricular events during the school year require the attendance of the SRO, such as football games, basketball games, dances, etc. These events usually take place on times outside of the normal daily work schedule, which is defined above in Section 1. Both parties agree that the SRO daily work schedule may be adjusted for up to ten (10) work days each school year to account for said events, provided that:
 - a. The events must be established in advance, giving reasonable notice to the SRO of the intended work schedule for the school year. The deadline for establishing the ten (10) event days shall be September 10th of each year. Changes to the ten (10) days of pre-established extra-curricular events, after Sept. 10th, may only be made by mutual agreement. Should an event be cancelled, the SRO will report to the Patrol Sergeant for duties that would fulfill the remainder of the normal nine (9) hour day.

b. The SRO shift start and ending times for extra-curricular events may be either 11:00AM until 8:00PM, 1:00PM to 10:00PM, or 2:00PM to 11:00PM. Shift start and ending times other than listed here will be only by mutual agreement.



Staff Report – Fluoride Public Hearing

March 17, 2025 Council Regular Meeting

Public Hearing

Presenter: Rob Charles, Utilities Manager

Time Estimate: 60 minutes

Phone	Email		
360.817.7003	rcharles@cityofcamas.us		

BACKGROUND: Camas currently adds fluoride to their water. There has been concern within the community citing recent studies that long term fluoride ingestion can have neurotoxic effects to the human body, particularly children.

SUMMARY: Council has been briefed on the positives and negatives of adding fluoride to the City's water system.

RECOMMENDATION: The continued use or removal of fluoride addition to the City's water system is a policy choice by Council.

Talking Points: National Toxicology Program (NTP) Monograph and Environmental Protection Agency (EPA) Ruling response by DOH

Last updated date 10.10.24

Subject matter expert: Shelley Guinn, Oral Health Program

PIO: Raechel Sims

Key Messages:

• DOH is aware of the newly released NTP review, and we are critically examining the data presented.

- We are also aware of the recent federal district court ruling against the U.S.
 Environmental Protection Agency (EPA), ordering the agency to further evaluate possible health risks from recommended fluoride levels in the U.S. Drinking Water supply. We look forward to the EPA's evaluation.
- Evidence shows that community water fluoridation at optimal levels prevents tooth decay and promotes oral health in children and adults.

Background on NTP Review:

- The National Toxicology Program, part of the Department of Health and Human Services, released its "Monograph on the State of Science Concerning Fluoride Exposure and Neurodevelopment and Cognition," which found that excessive fluoride exposure can be associated with lower IQ in children.
- DOH is currently reviewing the newly released review. We continue to endorse community water fluoridation as safe and beneficial to oral health.

Assessment:

- The NTP monograph does not find harm associated with the current recommended levels for optimally fluoridated water levels per the US Public Health Service recommendations.
- The monograph found possible harm statistically associated with naturally occurring levels of fluoride that are more than double the amount used for community water fluoridation, but did not determine if the fluoride caused the harm.
- The monograph emphasizes that it does not address whether the exposure to fluoride added to drinking water is associated with a measurable effect on IQ, nor does the monograph assess benefits of the use of fluorides in oral health or provide a risk/benefit analysis.

Background on EPA Ruling:

- The EPA assesses safe levels of additives to drinking water for health and sets standards to protect communities. Under the Safe Drinking Water Act, the EPA sets limits on what is allowed and what is recommended
 - Fluoride is but one such example. Fluoride is an element that is found naturally
 in water and may also be added to the water by drinking water systems to
 promote strong teeth and prevent tooth decay.
- Food & Water Watch, an environmental non-profit group, and several anti-fluoride groups including the Fluoride Action Network, challenged the EPA in court after their petition to ban water fluoridation was denied by the EPA in 2017.
- A federal district court ruled on Tuesday, Sept. 24, 2024, against the EPA, ordering the
 agency take action to further evaluate possible health risks from recommended fluoride
 levels in the U.S. drinking water supply.
- The judge's ruling heavily cites the aforementioned National Toxicology Program (NTP) review released in August, which concluded that "higher levels" of fluoride can be associated with lowered IQ in children.
 - The NTP Monograph clearly stated that it does not address whether fluoride in drinking water at recommended level (0.7 mg/L) is associated with a measurable effect on IQ.
- Nowhere in its decision does the US Court order the EPA to ban water fluoridation.
- The EPA may issue a new rule, or it might appeal this decision.

Community water fluoridation (CWF) is safe and effective:

- The U.S. Public Health Services' <u>recommendation</u> is that the amount of fluoride needed in water to help prevent tooth decay is 0.7 parts per million, which is supported by the Centers for Disease Control and Prevention (CDC) and many other public health authorities.
- For more than 80 years, public water systems across the country have adjusted the
 existing and naturally- occurring fluoride levels in drinking water to the recommended
 optimum concentration to help prevent tooth decay.
- Today, even with wide-spread availability of fluoride toothpaste, studies show community water fluoridation continues to be effective in reducing tooth decay by about 25 percent in children and adults.
- National health organizations such as the American Academy of Pediatrics and the American Dental Association continue to support community water fluoridation as safe and effective. AAP and ADA experts have issued these responses to the NTP review:
 - American Academy of Pediatrics (AAP): <u>AAP stands by recommendations for low</u> fluoride levels to prevent caries | AAP News | American Academy of Pediatrics
 - Campaign for Dental Health (AAP): <u>Troubled Government Report Finally Sees the</u> Light of Day

- American Dental Association (ADA) Press Release: <u>American Dental Association</u>
 <u>Reaffirms Support for Community Water Fluoridation | American Dental</u>
 Association (ada.org)
- ADA News: <u>National Toxicology Program releases fluoride exposure monograph</u>
 | American Dental Association (ada.org)

Holding Statement on NTP Review (as of 9.25.24):

"The Washington State Department of Health is taking a critical look at the newly released review, "Monograph on the State of Science Concerning Fluoride Exposure and Neurodevelopment and Cognition," in relation to community water fluoridation in Washington state.

Community water fluoridation at optimal levels continues to be a cornerstone strategy for the prevention of tooth decay. It is a practical, cost-effective, and equitable way for communities to improve their residents' oral health regardless of age, education, or income. (CDC, <u>About Community Water Fluoridation | Fluoridation | CDC</u>)"

Holding Statement on EPA Ruling (as of 10.1.24):

The Washington State Department of Health is working to assess the science presented in this case, and we are in the process of reviewing the district court's decision. While the district court has not found with certainty that fluoridated water is a risk to public health, they have concluded there is enough risk of injury to trigger EPA action under the Toxic Substances Control Act. The finding defers to EPA's expertise as to how to evaluate and regulate fluoride in drinking water, and the EPA is working with the Department of Justice to determine next steps.

Fluoride Public Comments Summary

Comments For: 11

Anna Brackney Cruz – Community fluoridated water provides equal accessibility to the health benefits of fluoride for teeth, especially for children.

Mariah Kunz – Continue to protect this essential benefit for the children, seniors and low-income people in Camas.

Zachary Pearson – the public water supply is always there to protect your teeth via the addition of fluoride.

Ronald H. Hsu - There are true benefits of having the right amount of fluoride in drinking water, and the removal of which will place a burden on children and families that are least able to handle such burdens.

Gary M. Fields – Fluoride is safe and protects against cavities for people of all ages.

Margaret Piper - I believe the use of water fluoridation is a community benefit, especially for those who have poor access to dental care to address the additional cavities resulting from lack of fluoridation.

Lauren Bedson - Fluoride is recommended everywhere for dental health, and communities without fluoride in the water have significantly higher levels of dental decay.

Mika Yoshida - The CDC strongly recommends community water fluoridation to prevent tooth decay.

Nancy Lopez – Has children and strongly believes water should be fluoridated.

Kristen Lashua – Studies have demonstrated that fluoride is safe in drinking water and has positive impacts on people's dental health.

Marissa Roehrich – The CDC and American Dental Association support the use of fluoride in water, it is safe and effective.

Comments Against: 28

Derek Kemppainen - The costs of harm, including dental fluorosis and developmental neurotoxicity, have been systematically ignored in previous evaluations of fluoridation. When these costs are factored in, fluoridation is not only ineffective but actively harmful to individuals and society.

Bill Osmunson – Mass medication of the population of fluoride in water affects children's IQ scores.

James M. Brewster – Protect people of Camas from unreasonable risk of fluoride.

Kim Schluter – Remove the toxins including fluoride proven to cause neurodevelopmental problems and weakened bones and arthritis.

Richard Hudon – Ingested fluoride changes the natural composition of teeth, causing them to become more brittle and subject to cracking and breaking.

John Sprovieri – Tooth decay trends of European countries that discontinued water fluoridation dropped at the same rate as the fluoridated countries. Ingesting fluoride is not the reason for less cavities. Brushing with fluoridated toothpaste and better oral hygiene practice reduced tooth decay.

Rachel MacDonald – Water fluoridation poses an unreasonable risk to the brains of our children.

Gilles Parent – Classification and legal responsibility of fluoridating water based on Canadian research.

Debbie Schreiber – Fluoride in drinking water poses serious health hazards for humans and especially children.

Carmen Meyer – There are many studies showing a connection between neurodevelopment and cognition and you will find several states and counties in the US now removing it from their water systems.

Rob Stephens – Sodium fluoride is hazardous waste that is detrimental to our health.

Carol Kopf – Fluoride is found in many other sources (beverages, food, toothepaste, supplements, topical applications). Too much fluoride damages bones, brains and children's developing teeth.

Constance Cooke – Concerned about adding sodium fluoride to the Camas water supply.

Rachael Fisher – Say no to fluoridation of water.

Danielle Lockwood – The research has shown more harm than good when it comes to public fluoridation of water.

Krissy Alonzo – Fluoride that is being added to the water is not the naturally occurring fluoride found in nature. It is a waste product and should not be given en masse.

EagleHeart Hudon – Teeth rot because some bacteria in the mouth produce acid that causes cavities, yet adding acid in the water (hydofluorocilicic acid) to prevent cavities?

Justin Forsman - Though many experts are claiming a health benefit, there are no conclusive studies that can accurately prove or support these positions. All we are seeing is simply people trying to guilt officials and others that we're jeopardizing public health to remove fluoride.

Olemara Peters – Has severe health reactions to fluoride. Provided "media fact check sheet".

Geri Rubano – Mass medication is wrong. Support dental health in other ways.

Dan Rubano - This antiquated practice of adding sodium fluoride which is a waste product of the phosphate industry is akin to mass poisoning. Essentially, the city is mass medicating the public water supply with sodium fluoride.

John Mueller - When in doubt leave it out. The current science has spoken and needs to be heard, as there is now considerable doubt about the safety and effectiveness of ingesting fluoride, especially with no dose control when individual consumption is highly variable.

Monica Nikopoulos - The fluoride added to public water is an industrial waste product and not the same as the organic, naturally occurring fluoride found in rocks, plants, soil and water. This is calcium fluoride, which also contains magnesium, boron, chloride, sodium, potassium, calcium and other minerals to offset excessive fluoride imbalances in the environment and body.

Audrey Adams - The study "Maternal Urinary Fluoride and Child Neurobehavior at Age 36 Months," was published in the Journal of the American Medical Association Network Open. It found that mothers with higher fluoride exposure during pregnancy, typical of ingesting fluoridated water, had nearly double the odds of having children with neurobehavioral problems.

Katie Bauer - Most of Europe either doesn't fluoridate or never even introduced the idea of putting fluoride into drinking water due to informed consent. Ask yourself, why does the United States push water fluoridation among so many other chemicals that other countries do not permit.

Rick North - Please see the two one-pagers attached on neurotoxicity and ineffectiveness from the Fluoride Action Network (FAN), which give you the most updated, highest-quality information – not the outdated, lowest-quality information still being used by the CDC, American Dental Association, and those who follow them.

Luke Rubano - Consuming fluoridated water over many years can accumulate in the body (brain, bones, and thyroid).

Staci Whitman - Water fluoridation poses an unreasonable risk to children's neurocognitive development, with the National Toxicology Program's meta-analysis linking prenatal and early-life fluoride exposure to lower IQ scores.