



City Council Regular Meeting Agenda Monday, February 06, 2023, 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/86142615087>

(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.

CEREMONIAL ITEM

1. Recognition of 25-Year Anniversary for Scot Boyles, Police Sergeant
Presenter: Mitch Lackey, Police Chief
Time Estimate: 5 minutes

CONSENT AGENDA

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

2. [January 17, 2023 Camas City Council Workshop and Regular Meeting Minutes](#)
3. Automated Clearing House and Claim Checks Approved by Finance Committee
4. [W. Todd Pascoe Indigent Defense Services Contract Amendment 1 \(Submitted by Jennifer Gorsuch, Administrative Services Director\)](#)

NON-AGENDA ITEMS

5. Staff
6. Council

MAYOR

7. Mayor Announcements
8. Council Member Don Chaney 50-Years of Service Recognition
9. [Black History Month Proclamation](#)

MEETING ITEMS

10. [Ordinance No. 23-001 Relating to Compost Procurement Requirements](#)
[Presenter: James Carothers, Engineering Manager](#)
[Time Estimate: 5 minutes](#)
11. [2023-2026 Collective Bargaining Agreement between the City of Camas and AFSCME, Local 307CC](#)
[Presenter: Jennifer Gorsuch, Administrative Services Director](#)
[Time Estimate: 5 minutes](#)

PUBLIC COMMENTS

EXECUTIVE SESSION

12. Executive Session – Topic: Potential Litigation (RCW 42.30.110)

CLOSE OF MEETING



City Council Workshop Minutes - Draft
Tuesday, January 17, 2023, 4:30 PM
Council Chambers, 616 NE 4th AVE

NOTE: See the published agenda packet for item file attachments

CALL TO ORDER

Mayor Steve Hogan Called the meeting to order at 4:30 p.m.

ROLL CALL

Present: Council Members Marilyn Boerke (arrived 4:38 p.m.), Bonnie Carter, Don Chaney, Tim Hein, Leslie Lewallen, and John Nohr

Staff: Bernie Bacon, James Carothers, Cliff Free, Jennifer Gorsuch, Cathy Huber Nickerson, Michelle Jackson, Mitch Lackey, Trang Lam, Alan Peters, Doug Quinn, Bryan Rachal, Heather Rowley, Ron Schumacher, Connie Urquhart, and Steve Wall

Press: No one from the press was present

PUBLIC COMMENTS

Greg Ullsmith, Camas, commented about tree care and about hiring a City forester.

WORKSHOP TOPICS

1. Everett Street Corridor Analysis Presentation
 Presenter: Steve Wall, Public Works Director

This item was for Council's information only.

2. Compost Procurement Ordinance
 Presenter: James Carothers, Engineering Manager

This ordinance will be placed on the February 6, 2023 Regular Meeting Agenda for Council's consideration.

3. Tyler Technologies – HUB Demonstration (PACE ERP)
 Presenter: Cathy Huber Nickerson, Finance Director

This item was for Council's information only.

4. Staff Miscellaneous Updates
 Presenter: Doug Quinn, City Administrator

Quinn commented about the Utility Tax Ordinance.

COUNCIL COMMENTS AND REPORTS

Boerke commented about a Camas School District middle school's math test and about Utility Tax Ordinance citizen emails.

Carter commented about Utility Tax Ordinance citizen emails, the January 9, 2023 Washougal City Council Fire Partnership Update Workshop discussion, and announced the February 7, 2023 Ward 2 Town Hall meeting.

Chaney commented about Utility Tax Ordinance citizen emails, and the January 9, 2023 Washougal City Council Fire Partnership Update Workshop discussion.

Lewallen commented about Utility Tax Ordinance citizen emails, and the January 9, 2023 Washougal City Council Fire Partnership Update Workshop discussion; and attended the Georgia Pacific Mill (GP) Clean-Up Advisory Committee meeting, a meeting with Mayor, Jeff Swanson, David Scott, Gary Medvigy, and Larry Keister about the mutual goals for Regional Transportation Council (RTC) representatives, and will attend the Camas-Washougal Chamber of Commerce Luncheon, and the Council's Annual Planning Conference.

Hein commented about Utility Tax Ordinance citizen emails and attended the Downtown Camas Association's (DCA) First Friday event, the January 9, 2023 Washougal City Council Fire Partnership Update Workshop discussion, the Georgia Pacific Mill (GP) Clean-Up Advisory Committee meeting, and commented about the upcoming Ward 2 Town Hall meeting.

Nohr attended separate meetings with City Administrator Quinn and Council Member Boerke, announced a future Ward 1 Town Hall meeting, and commented about Utility Tax Ordinance citizen emails.

Mayor Hogan announced that Council Member Chaney's tenure recognition on the agenda for the January 17, 2023 Regular Meeting will be rescheduled to the February 6, 2023 Regular Meeting. Hogan announced an April or May visit from the City of Camas' Sister City mayors.

PUBLIC COMMENTS

Greg Ullsmith, Camas, commented about tree care and about hiring a City forester.

CLOSE OF MEETING

The meeting closed at 5:53 p.m.



City Council Regular Meeting Minutes - Draft
Tuesday, January 17, 2023, 7:00 PM
Council Chambers, 616 NE 4th AVE

NOTE: Please see the published agenda packet for item file attachments

CALL TO ORDER

Mayor Steve Hogan called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

ROLL CALL

Present: Council Members Marilyn Boerke, Bonnie Carter, Don Chaney, Tim Hein, Leslie Lewallen, and John Nohr

Staff: Bernie Bacon, Cliff Free, Jennifer Gorsuch, Cathy Huber Nickerson, Michelle Jackson, Mitch Lackey, Trang Lam, Alan Peters, Doug Quinn, Bryan Rachal, Heather Rowley, Connie Urquhart, and Steve Wall

Press: Kelly Moyer, Camas-Washougal Post-Record

PUBLIC COMMENTS

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

Margaret Tweet, Camas, commented about a public affairs consultant contract.

John Ley commented about the City's utility tax ordinance.

Randal Friedman, Camas, commented about a referendum petition to City's utility tax ordinance.

CONSENT AGENDA

1. Camas City Council January 3, 2023 Workshop and Regular Meeting Minutes Approval
2. \$1,147,425.09 Automated Clearing House and Claim Checks Numbered as follows: 2022 checks: 153003–153085 Total: \$795,201.47; 2023 checks: 153086–153162 Total: \$352,223.62
3. \$196,859.82 for December 2022 Emergency Medical Services (EMS) Write-off Billings; \$165,761.13 for Monthly Uncollectable Balance of Medicare and Medicaid Accounts and \$31,098.69 for Ground Emergency Medical Transport funding. (Submitted by Cathy Huber Nickerson, Finance Director)
4. 2022 ADA Improvements Clark and Sons Excavating, Inc. Final Acceptance (Submitted by James Carothers, Engineering Manager)

5. \$233,996.53 Stateline, LLC Louis Bloch Park Bleachers and ADA Improvements Bid Award with up to 10% change order authorization (Submitted by James Carothers, Engineering Manager)
6. \$43,540 Gray and Osborne, Inc., PRV Water Service Study (Submitted by Rob Charles, Utilities Manager)

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

NON-AGENDA ITEMS

7. Staff

There were no items from staff.

8. Council

Hein announced the Ward 2 Town Hall meeting.

Boerke commented about public discourse, about a public comment item, and about the Camas-Washougal Fire Department Interlocal Agreement.

MAYOR

9. Mayor Announcements

Mayor commented about the Sister Cities Organization.

10. Council Member Don Chaney 50-Years of Service Recognition

This item has been moved to a future Council Meeting agenda.

11. Human Trafficking Awareness Month Proclamation

Mayor Hogan proclaimed January 2023 as Human Trafficking Awareness Month in the City of Camas.

12. Blood Donor Awareness Proclamation

Mayor Hogan proclaimed January 2023 as Blood Donor Awareness in the City of Camas. Lauren Reagan from Bloodworks Northwest received and commented about the proclamation.

MEETING ITEMS

13. Utility Tax Review Discussion
Presenter: Doug Quinn, City Administrator

Quinn provided an overview of the Utility Tax. Discussion ensued.

The meeting was recessed at 7:33 p.m.

The meeting resumed at 7:43 p.m.

It was moved by Lewallen, and seconded, that the City Administrator read his January 11, 2023 letter to Council.

Quinn read the memo.

It was moved by Hein, and seconded, that the utility tax ordinance be placed on a future City Council Workshop meeting in the second quarter of 2023. The motion carried by a majority vote.

PUBLIC COMMENTS

John Ley commented about the utility tax discussion.

Shannon Robert, Camas, commented about the utility tax discussion.

Deb Dabinskas, Camas, commented about the utility tax discussion.

Charity Dubay, Camas, commented about the utility tax discussion.

Brian Lewallen, Camas, commented about the utility tax discussion.

Margaret Tweet, Camas, commented about the utility tax discussion.

Kerry Ticknor, Camas, commented about the utility tax discussion.

Steve Schwary, Camas, commented about the utility tax discussion.

Carrie Pattison, Camas, commented about the utility tax discussion.

Swati Wilson, Camas, commented about the utility tax discussion.

CLOSE OF MEETING

The meeting closed at 8:40 p.m.

**Amendment Number 1 to Contract for Indigent Defense Services with W. Todd Pascoe LLC;
legal representation for the Camas-Washougal Municipal Court**

WHEREAS, the City of Camas, a municipal corporation ("City"), and W. Todd Pascoe, PLLC, a Washington Professional Limited Liability Company ("Contractor"), entered into a Professional Services Agreement ("Agreement") effective January 1, 2019; and

WHEREAS, the term of the contract ended December 31, 2022;

The City and Contractor hereby agree as follows:

City will issue annual payment to the Contractor in the sum of fifty-nine thousand, six hundred sixty-two and 80/100 dollars (\$59,662.80) payable in twelve (12) equal installments of \$4971.90/month.

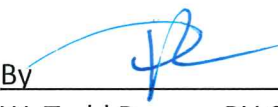
The annual contract "base pay" shall increase four percent (4%) each year.

The term of the contract is extended through December 31, 2026.

All other terms and conditions remain in full force and effect.

IT IS SO AGREED

By _____
Steve Hogan
Mayor
City of Camas

By  _____
W. Todd Pascoe, PLLC
Attorney at Law

Date _____

Date 1.25.2023

**CONTRACT FOR INDIGENT DEFENSE SERVICES FOR
THE CITY OF CAMAS**

THIS CONTRACT IS entered into by THE CITY OF CAMAS, a municipal corporation, hereinafter referred to as "City", and W. Todd Pascoe, PLLC, hereinafter referred to as "Contractor".

THIS CONTRACT IS for legal representation in The Municipal Court for the City of Camas for misdemeanor and probation violation cases. This Contract is a four-year contract.

WITNESSETH:

The City of Camas is required to provide legal representation for individuals who are in jeopardy of loss of liberty and who are financially unable to obtain legal counsel.

The City of Camas determines indigency and appoints attorneys to represent individuals, as is necessary.

Contractor, a law firm, consists of one senior partner and two associate attorneys. Each attorney who will provide services under this contract is admitted to practice law in the State of Washington and has been actively engaged in the practice of law for a minimum of one year prior to entry of this contract. Each attorney has practical experience in criminal law and meets Standard Fourteen, "Qualifications of Attorneys", of the Washington Supreme Court's *Standards for Indigent Defense Services* for the level of case complexity for which Contractor is contracting. By entering into this Contract, Contractor represents that Contractor, and associates, are fully qualified to perform the professional services hereinafter set forth in this Contract.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. **Term of Contract.** The term of this Contract is from January 1, 2019 through December 31, 2022. Contractor shall assume responsibility for all cases assigned during said period. If this Contract is not renewed, Contractor has the duty to complete all cases assigned under this Contract. The provisions of this Contract shall continue in full force and effect beyond the expiration date of the

Contract, without additional compensation, until all assigned cases have been completed.

2. Duties of The City of Camas.

(a) For the first year of the contract the City shall issue annual payment to Contractor in the sum of FIFTY-THREE THOUSAND, FOUR HUNDRED, FORTY and no/100 Dollars (\$53,040.00), payable in twelve (12) equal installments of \$4,420.00 no later than the twenty-seventh day of the month. This is Contractor's "base payment" for representation. In addition, City shall issue payment to Contractor for "additional compensation", as set out in section 5 of this Contract, by the 27th day of the month that Contractor submits a correct monthly report listing a jury trial or appointment to a case in which additional compensation is due.

(b) The City shall be responsible for the cost of providing conflict counsel, upon the court's approval of Contractor or Contractor's attorney(s) withdrawal from representation.

(c) The City is responsible for payment of pre-approved non-attorney service (e.g., investigation and/or client evaluation) separately from this contract, not to exceed \$160.00 per month.

(d) Scheduling and the method of assignment of indigent defense attorneys is the responsibility of The Camas Municipal Court.

(e) The annual contract "base pay" shall increase four percent (4%) each year.

3. Duties of Contractor.

(a) Contractor shall provide representation in all assigned cases during the contract period.

(b) Contractor shall advise and provide legal representation for all defendants whose case(s) has been assigned to Contractor by a Camas Municipal Court Judge, pursuant to this Contract. Representation continues until Contractor is authorized, by written court order, to withdraw or judgment and sentence are entered.

(c) All services and representation by Contractor shall be consistent with the Indigent Defense Standards. The Standards are adopted by The City of Camas and the Washington Supreme

Court Standards for Indigent Defense and comply with all professional rules and standards. Contractor shall adopt and maintain practices that best ensure attorney contact with clients; e.g., visiting and/or talking with in-custody clients on a regular basis. Contractor shall provide each client the time and effort necessary to ensure effective representation. Contractor shall not allow non-contract work to interfere with adequate representation of court-appointed clients under this and any other indigent defense contract with the City, or another entity.

(d) Contractor shall not charge or accept any fee or other compensation for services rendered pursuant to this Contract, except as provided for herein.

(e) Contractor shall present the City with a monthly report of case appointments on a form provided by the City, or as otherwise agreed. The reports are due monthly, not later than the second judicial day of each month. The purpose of the monthly reports is for Contractor, and City to accurately account for Contract services.

(f) At least annually, Contractor shall report non-public defense legal services, including the number and types of private cases on a form provided by the City, or as otherwise agreed. RCW 10.101.050.

(g) Contractor shall have Internet access, voice mail, answering machine and/or an answering service, and an e-mail address available to the City, Judges, court administration and staff, and prosecutors.

(h) Contractor shall maintain an office in or within 20 miles of The City of Camas and maintain sufficient staff, resources and/or other means to ensure timely court appearances and timely meetings and contacts with clients and others in order for Contractor to perform contract services.

(i) Retention of the City of Camas indigent defense client files shall be at least seven years after the judgment in the case is entered.

(j) Once each year, Contractor shall attend a Continuing Legal Education (CLE) seminar or

training approved by the Washington State Office of Public Defense relating to criminal defense.

(k) Contractor shall comply with all federal, state and local laws, regulations, and ordinances applicable to the services performed under this Contract. Such laws include, but are not limited to, those pertaining to tax liability, workers compensation and independent contractor status.

(l) Contractor shall comply with all federal, state and local non-discrimination laws and requirements.

4. Mutual Duties and Agreements.

(a) Periodic Reviews. Contractor and the City will periodically review the number of appointments to Contractor.

(b) The City and Contractor may mutually agree in writing to modify, suspend or terminate this Contract at any time. Unless otherwise agreed in writing, modification, suspension, termination or expiration of this Contract shall not affect any existing obligation or liability of either party.

5. Compensation, Additional Compensation, Overage or Shortage, Case/ Point Equivalencies, Additional Compensation, Withdrawal, Trials, New Charges and Reappointments.

(a) Compensation and Additional Compensation. Contractor and the City agree that the annual "base" compensation set out in section 2 of this Contract is based on an anticipated approximate number of case appointments historically provided, ranging from 300 to 500. Additional compensation may not be sought unless there is a substantial increase in the number of case appointments. Contractor shall be entitled to "additional compensation" for a jury trial per diem.

(b) Withdrawal. If, due to a conflict of interest or other reason such as a client retains other counsel, Contractor or Contractor's attorney is permitted by the Court to withdraw from a case.

(c) "Additional Compensation" for Jury Trials: \$300 per full day of jury trial, excluding jury deliberations, will be paid as additional compensation to Contractor in one-half day increments. Jury deliberation time shall not be included. A jury trial begins with voir dire and ends with a verdict, plea,

dismissal or declaration of a mistrial.

(d) **Liability Insurance.** Contractor shall carry professional liability (malpractice) insurance in the minimum amount of \$200,000 per incident and \$500,000 aggregate. Contractor is solely responsible, and shall hold the City harmless, for any and all liability arising from the representation of clients as outlined in this Contract. Contractor shall provide proof of insurance to the City by January 2, of each contract year, or the date this Contract is fully executed, whichever occurs last, and upon each renewal of insurance coverage.

8. **Non-Assignment or Subcontract.** Contractor shall not assign or subcontract this Contract or any rights or duties hereunder, absent prior written approval. This contract contemplates that W. Todd Pascoe, PLLC, has two associate attorneys, who may assist in providing services under this contract.

9. **Funding Modification, Suspension or Termination.**

(a) Payments under this Contract are subject to the availability of funds. The City may propose to modify, suspend or terminate this Contract if the City reasonably believes, and can establish by a preponderance of the evidence, that funds will not be sufficient to pay anticipated costs of indigent defense contracts.

(b) The City shall ensure sufficient funds are available to pay Contractor for any base pay, and “additional compensation” for clients appointed to Contractor, prior to any modification, suspension or termination.

10. **Modification, Suspension or Termination Due to Legislative Action or Court Interpretation.** The City may modify, suspend or terminate this Contract due to amendments to or court interpretations of state or federal statutes that make some or all contract services ineligible for funding.

11. **Contract Modification, Suspension or Termination by City for Cause.** Upon proper notice, this Contract may be modified, suspended or terminated by the City, if the City determines Contractor is not in compliance with the terms of this Contract. The City may terminate this Contract for cause for reasons including, but not limited to the following:

- (a) Contractor's material breach of this Contract including material misuse of contract funds;
- (b) Contractor's willful or habitual disregard of the procedures required by the court(s) in which Contractor provides services;
- (c) Contractor's demonstrated continued inability to adequately serve the interests of its contract clients;
- (d) Contractor's willful or habitual failure to abide by minimum standards of performance and rules of professional ethics; and
- (e) Other cause which has substantially impaired Contractor's ability to provide adequate legal services under this Contract or fulfill the obligations of this Contract.

The City shall first provide Contractor with the problem areas and expected corrections in writing. The City may modify, suspend or terminate the Contract if the remedial actions of Contractor are not deemed adequate by the City. At the sole discretion of the City, cases already assigned to Contractor may be reassigned, or Contractor shall be responsible for the completion of all cases previously assigned to Contractor. When Contractor receives the City's notice of termination for cause, Contractor shall not accept any additional cases under this Contract, unless the City otherwise agrees in writing.

12. **Contract Modification, Suspension or Termination by Contractor.** Upon proper notice, Contractor may terminate this Contract for cause should the City materially breach any duty or obligation under this Contract. Contractor may seek to modify, suspend or terminate this Contract for

reasons other than material breach, upon proper notice to the City.

13. **Notice of Contract Modification, Suspension or Termination.** A notice to modify, suspend or terminate this Contract shall:


- (a) be in writing;
- (b) state the reasons therefor and may specify what may be done to avoid the modification, suspension, or termination;
- (c) become effective for willful breach not less than 14 days from delivery of the notice by certified mail or in person; and
- (d) become effective not less than 30 days from delivery by certified mail or in person for non-willful breach.

14. **City Not Obligated to Third Parties.** The City shall not be liable to any person or entity other than Contractor because of this Contract. Contractor agrees to hold the City harmless and to defend any action arising against the City because of the alleged negligent or intentional misconduct of Contractor, its employees, independent contractors or agents. In the event of a claim, The City shall promptly tender defense of said claim to Contractor.

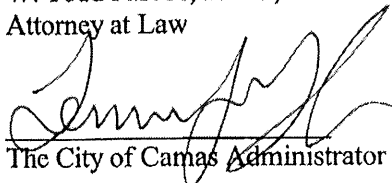
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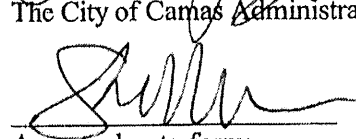
15. **Integration Clause.** This Contract constitutes the entire agreement between the City and Contractor. No other promises or obligations either implied or express have been made relative to this Contract.

DATED this 8th day of January, 201⁹



W. Todd Pascoe, PLLC,
Attorney at Law

 1/10/2020
The City of Camas Administrator

 1-10-2020
Approved as to form:
Shawn MacPherson
City Attorney

~ PROCLAMATION ~

WHEREAS, each February Black History Month serves as both a celebration and a powerful reminder that Black history is American history; and

WHEREAS, we use this month to honor the rich history and contributions made by Black Americans who have helped shape our city, state and nation; and

WHEREAS, the 2023 national theme for observance is: “Black Resistance” which explores how Black Americans have resisted historical and ongoing oppression in all forms throughout the history of this Nation; and

WHEREAS, the observance of Black History Month calls our attention to the continued need to battle racism and build a society that lives up to its democratic ideals; and

WHEREAS, Black Americans have and continue to make substantial contributions locally to industries of all kinds in our region and beyond; and

WHEREAS, the City of Camas recognizes that racial and ethnic diversity enriches our community and acknowledges the challenges that Black Americans face in achieving equity, opportunity, and social mobility; and

WHEREAS, diversity, equity, inclusion, and belonging are priorities we are determined to work toward eliminating disparities to build a better future, ensure safety, trust, and belonging for all in our community;

NOW THEREFORE, I, Steve Hogan, Mayor of the City of Camas, do hereby proclaim February 2023, as:

“Black History Month”

in the City of Camas and encourage all citizens this month and throughout the year to observe, celebrate, and honor Black history and culture and the contributions of Black Americans in our community and throughout our region, state, and nation.



In witness whereof, I have set my hand and caused the seal of the City of Camas to be affixed this 6th day of February 2023.

Steve Hogan, Mayor

ORDINANCE NO. 23-001

An ORDINANCE relating to compost procurement requirements

WHEREAS, In March 2022, ESSHB 1799 was passed by the Washington state legislature and signed by the Governor. The new statute states:

The legislature finds that landfills are a significant source of emissions of methane, a potent greenhouse gas. Among other economic and environmental benefits, the diversion of organic materials to productive uses will reduce methane emissions.

In order to reduce methane emissions associated with organic materials, the legislature finds that it will be beneficial to improve a variety of aspects of how organic materials and organic material wastes are reduced, managed, incentivized, and regulated under state law. Therefore, it is the intent of the legislature to support the diversion of organic materials from landfills through a variety of interventions to support productive uses of organic material wastes, including:

(h) Encouraging cities and counties to procure more of the compost and finished products created from their organic material wastes in order to support the economic viability of processes to turn organic materials into finished products and increasing the likelihood that composting and other responsible organic material management options are economically viable.

WHEREAS, Section 701 of ESSHB 1799, now codified at RCW 43.19A.150, requires cities such as the City of Camas to “adopt a compost procurement ordinance to implement RCW 43.19A.120.”

WHEREAS, RCW 43.19A.120 states that “When planning government-funded projects or soliciting and reviewing bids for such projects, all state agencies and local governments shall consider whether compost products can be utilized in the project.”

WHEREAS, the purpose of this ordinance is to conform to state law regarding compost procurement.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CAMAS AS FOLLOWS:

I

When planning government-funded projects or soliciting and reviewing bids for such projects, the City shall consider whether compost products can be utilized in the project. If compost products can be utilized in the project, the City shall use compost products to the extent required by law, including, without limitation, RCW 43.19A.120(2).

II

To the extent required by RCW 43.19A.150(3), the City shall plan for the use of compost in the following categories:

- (a) Landscaping projects;
- (b) Construction and postconstruction soil amendments;
- (c) Applications to prevent erosion, filter stormwater runoff, promote vegetation growth, or improve the stability and longevity of roadways; and
- (d) Low-impact development and green infrastructure to filter pollutants or keep water on-site, or both.

This plan will be re-assessed each December 31st of even-numbered years, beginning in 2024 and thereafter as part of the reporting obligations in Section IV.

III

To the extent required by RCW 43.19A.150(4), the City will develop strategies to inform residents about the value of compost and how the City uses compost in its operations.

IV

To the extent required by RCW 43.19A.150(5), by December 31, 2024, and each December 31st of even-numbered years thereafter, the City shall prepare a report for the Department of Ecology covering the previous year's compost procurement activities, including the following information:

- (a) Total tons of organic material diverted each year;
- (b) The volume and cost of compost purchased each year; and
- (c) The source(s) of the compost purchased.

V

To the extent required by RCW 43.19A.150(6), the City shall give priority to purchasing compost products from companies that produce compost products locally, are certified by a nationally recognized organization, and produce compost products that are derived from municipal solid waste compost programs and meet quality standards comparable to standards adopted by the Department of Transportation or adopted by rule by the Department of Ecology.

VI

In accordance with RCW 39.30.040(1), the City may allow for the preferential purchase of compost to meet the requirements of RCW 43.19A.120.

VII

The Public Works Director is hereby authorized to adopt such other policies and procedures to implement the terms herein as may be deemed necessary.

VIII

This ordinance shall take force and be in effect five (5) days from and after its publication according to law.

PASSED by the Council and APPROVED by the Mayor this ____ day of _____, 2023

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney



Staff Report

February 6, 2023 Council Regular Meeting

2023-2026 Collective Bargaining Agreement between the City of Camas and AFSCME, Local 307CC

Presenter: Jennifer Gorsuch, Administrative Services Director

Time Estimate: 5 minutes

Phone	Email
360.817.7013	jgorsuch@cityofcamas.us

BACKGROUND: AFSCME represents the City's public works employees. The current contract expired at the end of 2022, and we have negotiated a four year successor agreement.

SUMMARY: At the direction of Mayor and Council, a four-year contract was negotiated with AFSCME for 2023-2026. The contract provides for, among other terms, an annual cost of living increase as well as labor market adjustments to wages. This agreement is the result of several meetings with the AFSCME bargaining team and the agreement has been ratified by the AFSCME membership.

BUDGET IMPACT: The total impact to the 2023-2024 budget is approximately \$850k. Additional funds needed beyond the budget total \$375k. The wages for this employee group are paid for by both the utility funds and the general fund (65%/35% split).

RECOMMENDATION: Staff recommends that the Council authorize the Mayor and City Administrator to sign the 2023-2026 CBA with AFSCME.

AGREEMENT

by and between

CITY OF CAMAS

and

LOCAL 307CC, COUNCIL 2

**WASHINGTON STATE COUNCIL OF COUNTY
AND CITY EMPLOYEES
AFSCME / AFL-CIO**

January 1, 2023 – December 31, 2026

TABLE OF CONTENTS

ARTICLE 1	PREAMBLE	1
ARTICLE 2	DEFINITIONS	1
ARTICLE 3	RECOGNITION.....	2
ARTICLE 4	MANAGEMENT RIGHTS.....	2
ARTICLE 5	UNION MEMBERSHIP, REPRESENTATION AND BUSINESS ..	3
ARTICLE 6	NO STRIKE OR LOCKOUT	6
ARTICLE 7	HOLIDAYS	6
ARTICLE 8	VACATION LEAVE	8
ARTICLE 9	SICK LEAVE AND FITNESS FOR DUTY	9
ARTICLE 10	OTHER LEAVES.....	12
ARTICLE 11	HEALTH & WELFARE	14
ARTICLE 12	WORKERS' COMPENSATION.....	16
ARTICLE 13	WORK SCHEDULES	17
ARTICLE 14	COMPENSATION	19
ARTICLE 15	CLASSIFICATIONS AND PAY RANGES	21
ARTICLE 16	PENSIONS	25
ARTICLE 17	DISCIPLINARY ACTION.....	25
ARTICLE 18	SETTLEMENT OF DISPUTES.....	27
ARTICLE 19	PRODUCTIVITY.....	29
ARTICLE 20	SENIORITY.....	30
ARTICLE 21	LAYOFF AND RECALL.....	31
ARTICLE 22	VACANCIES AND POSTINGS	34
ARTICLE 23	PERSONNEL RULES AND RECORDS.....	36
ARTICLE 24	GENERAL PROVISIONS.....	37
ARTICLE 25	SAVINGS CLAUSE AND FUNDING	38
ARTICLE 26	CONTRACTING OUT	39
ARTICLE 27	NO SMOKING POLICY.....	39
ARTICLE 28	DRUG AND ALCOHOL POLICY AND PROCEDURES	40
ARTICLE 29	COMMERCIAL DRIVERS' LICENSES.....	40
ARTICLE 30	CONTRACT LENGTH, CHANGES AND RENEWAL.....	41
APPENDICES	43

ARTICLE 1 PREAMBLE

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

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

Except as otherwise required by law, regulation or grant provisions, the parties agree as follows:

ARTICLE 2 DEFINITIONS

- 2.1 The Employer and the Union will share equally in the responsibility of applying the provisions of this agreement, provided that this responsibility shall be limited to those matters under the Union's influence and control.

Regular Full-Time Employee: An employee working a regular full-time schedule of forty (40) hours per week.

Regular Part-Time Employee: An employee working a regular schedule of twenty (20) hours, but less than forty (40) hours per week. Regular part-time employees receive all insurance benefits, sick leave, vacations, and holiday benefits on a pro rata basis according to the number of hours worked.

Provisional Part-Time Employee: An employee working a regular part-time schedule of less than twenty (20) hours per week. Such employee is eligible to participate in non-insured benefit programs at a level proportionate to regular monthly work schedule.

Temporary Employee or Seasonal: The Employer agrees that it will employ temporary workers only to supplement or augment the work force. The Employer agrees that temporary workers shall not be used to preclude hiring full-time employees. The term of employment will not exceed six (6) months without mutual agreement of the Employer and the Union. Temporary employees are not eligible to participate in benefit programs nor shall they accrue seniority.

Probationary Employees: The probationary period for newly hired employees shall be six (6) months or longer. Lateral transfers shall be subject to a three (3) month probationary period. The Employer may extend a probationary employee's probationary period for up to an additional three (3) months. Any extensions beyond the three (3) month period will be subject to mutual agreement with the Union. In any event, the probationary period shall not exceed twelve (12) months. Newly hired probationary employees shall work subject to 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.

ARTICLE 3 RECOGNITION

- 3.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, fringe benefits, and working conditions for employees of the City within this bargaining unit. City employees who are excluded from the bargaining unit are:
- A. Temporary, seasonal, casual;
 - B. Non-contract, part-time employees;
 - C. Employees certified to another bargaining unit;
 - D. Supervisory and confidential employees;
 - E. Others as mutually determined by the parties;
 - F. Elected officials and their appointed staff designated as unclassified service per RCW 41.50.030(2).
- 3.2 The Employer will notify the Union regarding newly created or substantially modified classifications to provide the opportunity to comment on inclusion/exclusion from the unit. If parties cannot resolve the question of inclusion/exclusion, the matter shall be presented to the Public Employment Relations Commission (PERC) for determination through the unit clarification process.
- 3.3 Disputes Concerning Compensation for New Classifications or Positions: If a classification is allocated to the bargaining unit, the parties will engage in negotiations regarding the compensation for the classification. If the parties are unable to mutually agree on the compensation for the classification, such dispute shall be resolved through the arbitration process.

ARTICLE 4 MANAGEMENT RIGHTS

The Union recognizes the prerogative of the City 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:

- 4.1 The right to institute, from time to time, work rules applicable to bargaining unit employees. The Employer will notify the affected employees of the changes ten (10) calendar days prior to the effective date;
- 4.2 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 reasonable notice.
- 4.3 The right to hire, promote, demote, transfer, assign and/or retain employees in positions within the City.
- 4.4 The right to discipline employees for just cause.
- 4.5 The right to lay off employees for lack of work, lack of funds, reorganization or occurrence of conditions beyond the control of the City.
- 4.6 The right to take whatever actions the Employer deems necessary to carry out services in an emergency. The term "emergency" is inclusive of, but not limited to, life-threatening situations, civil disorders, natural disasters, unforeseen occurrences or conditions, complications of circumstances, sudden or unexpected occasion for action.
- 4.7 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.
- 4.8 The Union retains the right to bargain the impact of any of the above management rights, when exercised by the City, unless mutually agreed otherwise.

ARTICLE 5

UNION MEMBERSHIP, REPRESENTATION AND BUSINESS

- 5.1 The Employer recognizes the Washington State Council of County and City Employees/AFSCME Council 2 and its affiliated local (hereafter Union) as the sole and exclusive bargaining representative in all matters concerning wages, hours and other conditions of employment for all employees described in the recognition clause.

Every member of this bargaining unit shall have the right to voluntarily join the union. The Employer shall remain neutral when communicating with employees about Union membership and direct the employee to discuss union membership with a union staff representative.

- 5.2 The Employer shall deduct from the pay of employees once each month, following the receipt of written authorization of employees within the bargaining unit, the amount of dues and fees uniformly levied against Union members, as certified by the Secretary/Treasurer of the Union and shall transmit the same to the main office

of the Washington State Council of County and City Employees, as provided in RCW 41.56.110.

- 5.3 The Employer shall honor the terms and conditions of each employee's authorization for payroll deduction. The Employer shall continue to deduct and remit Union dues and fees to the Union until such time as the Union notifies the Employer that the dues authorization has been properly terminated in compliance with the terms of the payroll deduction authorization executed by the employee.
- 5.4 Appointment to Excluded Positions: Deductions for Union dues shall cease beginning with the pay period following an employee's regular appointment to a position which is excluded from the bargaining unit.
- 5.5 Listing of New and Terminated Employees: The City agrees to furnish the Union upon request:
- a. A listing of bargaining unit employees hired, promoted or terminated during the previous month. Such listing shall contain the names of the employees, along with their job classification, work location, and mailing address.
 - b. A listing of bargaining unit members, their department/section, classification, base pay, birthday, fulltime/part-time status and number of scheduled hours, city seniority date, classification seniority date and mailing address.

The City agrees to furnish the Union, upon request, a listing of all non-represented employees, their classification and department.

- 5.6 In the event of an error in relation to dues/fees deductions or Union membership, the parties agree to cooperate in making the appropriate adjustments. The Union shall hold harmless, indemnify, and defend the Employer and its officers, employees, representatives and agents from any claim or liability which may be brought by virtue of any action taken by the Employer in compliance with this Article relating to Union membership and payroll deductions. The Employer will promptly notify the union in writing of any claim, demand, suit or other form of liability asserted against it relating to the implementation of this Article.
- 5.7 Union Representation:
- A. Contract Negotiations:
 1. The Union's negotiating team shall consist of a chief spokesperson from the Union organization and a minimum of four (4) or more employees from the bargaining unit from separate divisions. City employees participating in such negotiations will be allowed to do so without loss of pay if negotiations are scheduled during said employees' regularly scheduled work time.
 2. Prior to negotiations, representatives of the Employer's and the Union's negotiating teams will jointly establish and will follow negotiation ground rules.
 - B. Labor-Management Committee Meetings: to promote harmonious relations and to provide internal communications, the Union and the Employer will maintain a Labor Management Committee consisting of three (3) bargaining

unit representatives. The Committee will hold quarterly meetings subject to mutual agreement between the Employer and Union. Such meetings shall normally occur during normal working hours, and the parties agree to schedule such meetings as far as practical to avoid disruptions and interruptions of work. Employees attending such meetings shall do so without loss of pay if such meeting is scheduled during work time, but will not receive pay if scheduled during non-work time. Matters to be discussed will be matters pertinent to maintaining good employer-employee relationships, but shall not include matters relating to grievances or other matters pending in any other legal proceedings, inclusive of ULPs, administrative law matters and/or court actions.

C. Communication with Bargaining Unit Members:

1. Bulletin Boards: The Employer agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union. The Union shall limit its postings of notices and bulletins to such bulletin boards. All postings of notices and bulletins by the Union shall be factual in nature and shall be signed and dated by the individual doing the posting.

2. Use of City Telephones or Computers Related to Union Business: Use of City telephones or computers is allowed subject to the following:

A. When such use is de minimis and incidental, such as arranging a meeting with a fellow shop steward or the Council 2 Representative.

B. For the purpose of interacting with the City's representatives concerning Union-City business, such as setting dates for City-Union meetings, making inquiries regarding grievances.

C. The uses cited in subsections a and b above may continue only to the extent that they are at no additional cost to the Employer. The content of any and all communications using the Employer computer system is not privileged and may be subject to Employer review.

3. Union Business Leave: for Mutually Agreed City/Union Joint Functions shall be considered City paid time: Such functions shall include negotiations and joint City/Union committees such as Labor Management Committees, duties as a steward as defined in this agreement, and any other joint City/Union business, subject to mutual agreement of the parties. City employees participating in such activities will be allowed to do so without loss of pay, as long as such activity occurs during regular scheduled working hours, but will not receive pay if scheduled during non-work time.

4. Union Paid Time for Union Activity: A bargaining unit member selected by the Union to participate in a Union activity may be granted unpaid leave to attend such activity, subject to advance prior employer approval. All expenses and compensation shall be borne by the Union.

5. Visits by Union Representatives: Subject to prior approval by the Employer, accredited representatives of the Union shall have reasonable access to City facilities for purposes of conducting union business. Accredited representatives of the Union shall not disrupt the normal operation of any department.

6. City Property: Subject to prior approval by the Employer, the Employer may allow the Union to meet on City Property, provided there is no

disruption to the work, and subject further to proper advance notice and no scheduling conflict(s).

- 5.8 Employees covered by this Agreement have the right to a discrimination free, harassment free, and safe work environment. Additionally, they have the right to equality of opportunity, consideration and treatment in all phases of employment.
- 5.9 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.
- 5.10 Any Steward or Union Officer shall be permitted to perform Union business relating to the enforcement of this collective bargaining agreement without reprimand and without loss of compensation.
- 5.11 The Employer shall not discriminate against Stewards, Union representatives, or employees for legal Union activities.
- 5.12 Nothing in this article will interfere with the employee's rights under RCW 41.56.122 of the Public Employee's Collective Bargaining Act.

ARTICLE 6 NO STRIKE OR LOCKOUT

The Employer and the Union 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 Union nor the Employer shall cause, engage in, or sanction any work stoppage, slow down, or other interference with City functions. In the event of unauthorized interruptions, the Union agrees it will join the Employer in requiring the members to return to work immediately. If the employees do not, those 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 his/her salary or benefits as provided by the Employer, and in accordance with the applicable law, while engaging in activities in violation of this Article. The Employer shall not constitute any lockout of its employees during the term of this Agreement.

ARTICLE 7 HOLIDAYS

- 7.1 The following days shall be paid holidays at the straight time rate for employees covered by this Agreement:

HOLIDAY	<i>DATE TO BE OBSERVED</i>
New Year's Day	<i>January 1</i>
Martin Luther King Day	<i>Third Monday in January</i>
President's Day	<i>Third Monday in February</i>
Memorial Day	<i>Last Monday in May</i>
Juneteenth	<i>June 19</i>
Independence Day	<i>July 4</i>
Labor Day	<i>First Monday in September</i>
Veteran's Day	<i>November 11</i>
Thanksgiving Day	<i>Fourth Thursday in November</i>
Day after Thanksgiving *	<i>Fourth Friday in November</i>
Christmas Day	<i>December 25</i>
Three (3) Floating Holiday used by December 31 st of each year	<i>At Employee's choice with supervisor approval</i>

*Or another day in lieu thereof may be taken by mutual agreement between the Employer and the employee.

- 7.2 The date of observance of the legal holidays shall be the day on which the City of Camas Council declares the observance of those holidays, provided that whenever one of the above holidays fall on a Sunday the following Monday shall be observed as the holiday, and when such holidays fall on a Saturday the preceding Friday shall be observed as the holiday.
- 7.3 Employees who are on medically authorized sick leave when a holiday occurs will receive their normal rate of pay for that holiday and will not have their sick leave accrual charged.
- 7.4 Employees who are on scheduled and approved vacation when a holiday occurs will receive their normal rate of pay for that holiday and will not have their vacation accrual charged for the holiday.
- 7.5 Employees whose regular work schedule is other than the normal Monday-Friday, and have a legal holiday occur on their normal day off, shall be entitled to an equivalent holiday as mutually agreed to between the Employer and the employee.
- 7.6 Any regular full-time employee who works on Christmas Eve day will be allowed to leave two (2) hours prior to the end of their regular quitting time, with pay, unless in the opinion of the Employer, the employees services are needed and required in the interests of public health, safety or general welfare, or for reasons of emergency in which case the employee shall not be entitled to the time off. If an employee is required to work they will be allowed to take two (2) hours off at another mutually agreeable time.
- 7.7 A full-time employee required to work a holiday shall be paid at two times (2) their regular rate of pay, plus eight (8) hours of holiday pay at their regular rate of pay. Employees may take another day off in lieu of the holiday pay. The holiday time

must be taken during the same calendar year or entitlement to the time will be lost. This applies only if the employee's regular work week is Monday-Friday. This provision does not apply to call-backs as identified in Exhibit B.

- 7.8 Floating holidays will be pro-rated for the remainder of the calendar year from the employee's date of hire.

ARTICLE 8 VACATION LEAVE

- 8.1 Accrual: Regular full-time and regular part-time employees accrue paid vacation time depending on their length of service with the City and the number of hours they are allocated to work per week. Beginning from the first day of regular employment, employees shall be eligible to accrue vacation leave at any level in accordance with the accrual rates shown in column two of the "Table of Vacation Accrual Rates" below, and accrual balances shall be shown on the employee's check stub.

Maximum Vacation Accrual: Each full-time employee shall be entitled to accumulate and carry over into the following year a maximum of 400 hours. Any accumulated vacation time in excess of the 400 hours on January 1st shall be forfeited.

Employees are eligible to cash out up to 80 hours of vacation leave each calendar year at any time with notice prior to payroll cutoff. Employees must maintain at least 80 hours of vacation leave in their accruals to receive any cash out.

Table of Vacation Accrual Rates:

Employees shall accrue paid vacation according to the schedule below.

From Date of Hire	Hours each Month	Hours Per Year
Year zero-four(0-4)	Eight (8) hours	Ninety six (96) hours
Year five (5)	Ten (10) hours	One hundred twenty (120) hours
Year ten (10)	Thirteen (13) hours	One hundred Fifty six (156) hours
Year fifteen (15)	Fifteen (15) hours	One hundred Eighty (180) hours
Year twenty (20)	Eighteen (18) hours	Two Hundred Sixteen (216) hours

Employees are eligible to use only vacation leave which is in their leave bank. An employee may not use leave that is being accrued in the current pay period.

- 8.2 An employee not taking their vacation shall not be entitled to any extra compensation for having worked during the period for which he was entitled to vacation unless requested by a department head and approved by the Employer to do so.

- 8.3 The Employer shall review and deny or grant vacation within a reasonable time frame . If the nature of the work makes it necessary for the Employer to limit the number of employees on vacation at the same time, the employee with the greatest seniority shall be given their choice within the requirements of a balanced work schedule. Seniority does not override vacation which has already been approved.
- 8.4 Employees shall be paid for all accrued unused vacation at the time of their termination, including that earned during the year of termination.
- 8.5 For purposes of vacation accrual, all time as a regular employee with the Employer shall be computed; provided, however, a regular employee with broken service due to layoff, not to exceed six (6) months, will retain their regular service time seniority (less the time on involuntary layoff) for determining vacation accrual date.
- 8.6 Charging: Vacation time may be taken in a minimum of fifteen (15) minute increments.
- 8.7 In case of an employee's death, unused vacation leave and comp time shall be paid to the employee's heirs at the deceased employee's regular rate of pay.
- 8.8 For the calendar year 2023 only, each member of the bargaining unit will receive 24 additional hours of vacation added to their leave bank.

ARTICLE 9 SICK LEAVE AND FITNESS FOR DUTY

- 9.1 Paid Sick Leave:
Definition and Allowable Use: Employees are entitled to use sick leave for only a bona fide illness or injury, quarantine due to exposure to contagious diseases, 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 or child, grandparent, grandchild, sibling, or any person living in the immediate household, requiring the employee's attendance and/or care.

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 situations.

The City will allow leave as allowed under law by the FMLA, PFML and Washington State Family Care rules.

- 9.2 Employees shall accrue sick leave at the rate of eight (8) hours per month with a maximum carryover on January 1 of each year of one thousand forty (1040) hours. Part time employees working ten (10) or more hours per week shall accrue sick leave pro-rated in proportion to the number of hours worked.

Employees are eligible to use only sick leave which is in their leave bank. An employee may not use leave that is being accrued in the current pay period.

- 9.3 Employees entitled to sick leave who have exhausted their sick leave accrual may use accrued vacation.
- 9.4 Sick leave shall be charged for actual time used only.
- 9.5 An employee who is on vacation and becomes sick or hospitalized may take sick leave in lieu of vacation. A doctor's certificate of illness may be required by the employer in a timely manner to substantiate such sickness or disability. This exchange will not alter the employee's scheduled vacation except by mutual agreement with the Employer.
- 9.6 Family Leave. Employees who work for the Employer for at least twelve (12) months, and have worked 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. The twelve (12) weeks allowed by State Law (RCW 49.78) is in addition to leave provided for pregnancy or childbirth. Employees may use sick leave for illness or injury to the employee's spouse/domestic partner or minor child requiring the employee's attendance and/or care under the provisions of RCW 49.78.

An "immediate family member" shall be defined as the employee's and spouse's/domestic partner's or any member of the immediate households, children, parents, siblings, grandparents or grandchildren. The Employer may expand the definition of immediate family under special circumstances. 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/domestic partner, 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.

An eligible employee may also take up to 26 weeks of leave during a single 12-month period to care for an injured servicemember who is the employee's spouse/domestic partner, parent, child or next of kin. A covered servicemember is a current member of the Armed Forces, including National Guard or Reserves members, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform their duties for which the servicemember is undergoing medical treatment, recuperation or therapy; or is in outpatient status; or is on the temporary disability retired list. For purposes of this kind of leave, the 12-month period begins with the first day the employee takes leave. The combined total of leave for all purposes described in this policy may not exceed 26 weeks in the applicable leave year.

- 9.7 All employees shall report sickness or disability to the department head or immediate supervisor prior to the starting time of the employee's work day or as soon thereafter as practicable. The employee may be required to provide a note of verification after three (3) consecutive days of absence. This includes absences which are a portion of the work day. Employees must provide verification, if requested, within at least 10 calendar days following the first day of leave. Any employee who abuses sick leave by falsification or misrepresentation may be subject to discipline at the discretion of the Employer.
- 9.8 If an employee retires from the City, meeting PERS plan requirements, or in the event of death of the current employee, that employee or their beneficiary is eligible to cash out twenty five (25%) percent of their sick leave balance at their current straight time rate.
- 9.9 Time Charging for Sick Leave: Sick leave shall be charged in fifteen (15) minute increments.
- 9.10 Shared Leave:
The Shared Leave Policy which was mutually agreed upon between 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 and any changes to said policies shall be by mutual agreement.
- 9.11 Sick Leave Incentive: Any employee who accrues more than the maximum carryover amount of one thousand forty (1040) sick leave hours, shall be eligible to cash out at the straight time rate, thirty-three percent (33%) of all hours over the maximum. The benefit paid under this article shall be pro-rated for part-time employees. This benefit will be paid out in December of each year.
- 9.12 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 employee premiums even if such

premiums change over time due to legislative action.

ARTICLE 10 OTHER LEAVES

- 10.1 Leave of Absence: The Employer may grant a regular employee a leave of absence without pay for a period not to exceed six (6) months. Leaves of absence requests under this Article may be approved, provided each instance will be evaluated on its own merits and does not constitute a precedent. Denial of such requests shall not be arbitrary or capricious. All leaves are to be requested in writing as far in advance as possible. 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 department head. 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 their 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.
- 10.2 Jury Duty/Court: Regular full-time and regular part-time employees who are required to be absent from work on a regularly scheduled work day in order to serve as a witness on behalf of the Employer, a juror, or report to juror examinations, will be granted time off with regular pay.
- A. The employee will be required to sign over to the City any jury or witness service earnings received, within the guidelines listed below:
 - 1. Travel and parking allowances will not be considered as part of the juror's fees or witness' fees.
 - 2. The amount of the juror's fees or witness' fees signed over must not exceed the amount paid by the City for absence.
 - 3. Employees are expected to report the receipt of any juror or witness summons immediately.
 - B. Employees will be expected to report to work the balance of those days they are excused or not selected.
- 10.3 Military Leave:
- A. For those employees serving in the armed forces, military reserves, or the National Guard who are required to be absent from work to fulfill their obligations, paid military leave will be granted to a maximum of twenty-one (21) working days each calendar year.
 - B. Military leave for other than the twenty-one (21) working days period may be granted in accordance with applicable federal and state laws.
 - C. The application for leave must be made as early as notification is given and must include an attached copy of the military orders mandating duty.
 - D. Conflicts in schedules between the Employer and military weekend or evening drills will be coordinated by the employee, working closely with their supervisor

- E. The Employer will grant all re-employment rights, to include seniority and longevity as required by law.
- F. 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 15 days of unpaid leave while their 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 in order 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 20 hours per week to be eligible for this family military leave. Employees are eligible for this leave per deployment.

An employee who seeks to take family military leave must provide the City with notice of their intent to take leave within five 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.

- 10.4 Bereavement: An employee who has a member of their "immediate family" taken by death shall receive twenty-four (24) hours off with pay as bereavement leave. "Immediate family" shall be defined as the employee's and spouse's or domestic partner's children, parents, siblings, grandparents or grandchildren, or any member of the immediate household. This will also include "step" and "in-law" relationships. An employee may request for travel or other bereavement purposes to utilize an additional twenty-four (24) hour sick leave, floating holiday, vacation or compensatory time, subject to the approval of the Employer.

Recognizing the need for family support, a maximum of sixteen (16) hours bereavement leave may be allowed to attend the funeral or memorial service of aunts, uncles, nieces, or nephews of the first generation.

Employees may be excused by the Employer to attend the funeral or memorial service of deceased fellow employees as leave with pay.

The Administrative Services Director or City Administrator will administer this article for consistency in unique circumstances as they arise.

A City Domestic Partner affidavit must be completed by the employee and on file with Administrative Services in order to be granted bereavement benefits.

- 10.5 Accrual of Benefits While on Unpaid Leave: An employee in leave without pay status will cease to earn sick leave, vacation leave, seniority, and City paid health benefits (except as otherwise provided under FMLA) when leave extends beyond a

fifteen (15) calendar day period of time. Leave accruals will be pro-rated during periods of unpaid leave if the employee works partial schedules.

- 10.6 Inclement Weather: In the event of inclement weather, the City's policy titled as such will be observed.
- 10.7 Domestic Violence/Sexual Assault: The Employer will grant leave in accordance with the City's Domestic Violence/Sexual Assault policy.

ARTICLE 11 HEALTH & WELFARE

- 11.1 The Employer shall offer at least two (2) hospital-medical plans for employees and their dependents.
- 11.2 The Employer shall provide post-retirement medical insurance from retirement to age 65 for the employee only, provided the employee has been employed by the City for a total of ten (10) years and has retired from the City under the provisions of the applicable PERS or LEOFF retirement plan. Coverage for a spouse/domestic partner may be purchased by the employee in accordance with the requirements of the applicable plan.

Employees hired after January 1, 1997, shall not be eligible for employer paid post-retirement medical insurance, but may participate at their own expense, consistent with plan requirements.

- 11.3 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, not to exceed a maximum of fifty thousand dollars (\$50,000.00).
- 11.4 AWC Regence HealthFirst 250 and Kaiser \$250/\$15OV/10% coinsurance plans

The employer will pay medical coverage premiums for employees and dependents as follows:

Employee Only coverage: 100%

Dependent(s) coverage: eighty-five (85%)

Employees shall pay, through pre-tax payroll deduction, fifteen (15%) of total premium cost.

- 11.5 For the term of this Agreement, the Employer agrees to pay premiums for the dental, vision and life insurance plans as follows: Washington Dental Service Plan F, Willamette Dental \$15 co-pay plan, Kaiser Dental Plan \$5 office visit co-pay plan, VSP vision and Standard life insurance plans. The City will continue prescription drug coverage through the medical plans consistent with its provisions.

- 11.6 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, benefit structure and/or the continued availability of such plans, then and in that event, the Employer will notify the Union 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 structures. In the event the plans the employees are covered under are subject to an additional tax or surcharge required under State or Federal Law (i.e. Cadillac Tax), the parties agree to meet and negotiate a change in plans to avoid the payment of said fee, or discuss other options to offset the fee.
- 11.7 The Union 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.
- 11.8 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.
- 11.9 The Employer shall make pension contributions required by statute to the Public Employees Retirement System.
- 11.10 Regular Part-Time Employees: The Employer shall provide a prorated premium contribution based on the number of hours worked.
- 11.11 Section 125 Plan, Flexible Spending Account: The Employer agrees to make available a flexible spending account program under the provisions of IRS Section 125. Employees may elect to participate in the reimbursement program to pay medical or dependent care expenses with pre-tax dollars. The Employer shall make no contribution and makes no assurance of ongoing participation in such program. The Employer assumes no liability for claims or benefits under this program.
- 11.12 Deferred Compensation: The Employer agrees to continue a Deferred Compensation Program to which employees may contribute.
- 11.13 Long-Term Care: In the event that the City elects to offer long-term care insurance, employees in this bargaining unit may participate at their own expense. The Employer will not contribute to premiums or pay any administrative expenses assessed by the provider.
- 11.14 Occupational health and safety is the mutual concern of the Employer, the Union and employees. Employees or the Union shall report safety and health hazards of which they are aware to their supervisor. The Employer shall comply with applicable federal, state and local safety laws, rules, and regulations. Nothing in this Agreement shall imply that the Union has assumed legal responsibility for the health and safety of employees.

- 11.15 Members of the bargaining unit may participate in the City's Dual Insurance Incentive program as determined by the Employer.

ARTICLE 12 WORKERS' COMPENSATION

- 12.1 Coverage: All members of the bargaining unit will be provided coverage as required by State Worker's Compensation.
- 12.2 Seniority:
- A. The period of time that an employee is off the job and unable to work by reason of a disability compensable under the Workers' Compensation Law shall not interrupt their continued period of employment with reference to accrual of seniority except as provided in section 10.5 - Accrual of Benefits While on Unpaid Leave.
 - B. If an employee is transferred to another classification within the bargaining unit because of a compensable injury, their seniority shall be governed in accordance with Article 21 - Layoff and Recall and by applicable state statutes related to re-employment and non-discrimination.
- 12.3 Probationary Employees: If an employee sustains an injury causing them to remain off the job or on light duty for a period of one week or more during their probationary period, the probationary period may be extended by written agreement of the Union, the employee, and the City. The extension will be on a week for week basis equal to the time off or on light duty.
- 12.4 Salary Continuation: The City shall supplement the amount of Workers' Compensation benefits received by the employee for temporary disability due to occupational injury, illness or disease by an amount which, coupled with Workers' Compensation payments will insure the disabled employee the equivalent of one hundred percent (100%) of their semi-monthly net take-home pay (as calculated in accordance with Workers' Compensation regulations) subject to the following conditions:
- A. Salary continuation shall only be payable for those days compensable under Workers' Compensation Law as time loss on an approved claim. For employees with approved claims, salary continuation shall be paid for no more than ninety (90) days of the employee's regular working hours or for a period equal to the amount of accrued sick leave hours at the time of injury, whichever is greater. Such payments shall not be chargeable to accrued sick leave.
 - B. To the extent not compensated by Workers' Compensation benefits, the first day of occupational disability shall be compensated as time worked.
 - C. To the extent not compensated by Workers' Compensation benefits, the day following the first day of occupational disability and the next succeeding day shall be compensated as sick leave if such days would have been work days.
 - D. Employees off work on an approved injury/illness shall endorse time loss checks to the City to buy back time to keep their salary whole.

12.5 Denied Claims

- A. If a Workers' Compensation claim is denied, the employee's absence from work due to illness or injury shall, to the extent not compensated as Workers' Compensation time loss, be subject to the provisions of Article 9, Sick Leave.
- B. If a Workers' Compensation claim which has been denied is later held compensable upon appeal, any time loss benefits shall be reimbursed by the employee to the City and the employee's sick leave account credited with an equivalent number of days.
- C. If an employee's Workers' Compensation claim is under appeal, and he or she is no longer entitled to medical/dental coverage under Article 11, Health and Welfare, he or she will be entitled to continued coverage under federal COBRA law. The duration of such coverage will be for six months or the legally mandated period, whichever is greater, provided that the employee continues to be eligible and pays the premiums as required.
- D. If a denied claim is later held compensable upon appeal, the employee will be entitled to:
 - 1. Reimbursement of any premiums paid to the City for medical/dental benefits, and
 - 2. Any supplemental benefits not paid in accordance with "Section IV" of this Article.

- 12.6 Benefits: The City shall continue to provide medical and dental benefits for an employee with a compensable claim and their dependent(s) from the first day of occupational disability, subject to the limitations of Article 11 - Health and Welfare, for a period not to exceed six (6) months. Thereafter, any continuation of health and welfare benefits shall be at the option and expense of the employee.

ARTICLE 13 WORK SCHEDULES

- 13.1 Work Schedules: The Employer may assign employees to work different or flexible schedules based on work and service needs. Written work schedules showing work days and hours of work will be made accessible to employees upon request. Alternative work schedules (i.e. 4 ten hour days, 9/80 work schedule, etc.) may be agreed upon by mutual agreement between the employee and employer.
- 13.2 Days Off: Employees working their regularly scheduled hours during an FLSA work week will be provided at least two (2) consecutive days off per week.
- 13.3 Employee Requested Changes: Employees may request a change in work days and days off. The Employer will provide a written determination of its decision to the employee regarding such requests. If the request is approved, such transition in schedules shall not result in overtime.
- 13.4 The regular hours of work each day shall be consecutive except for lunch periods. The normal work week shall be four (4) or five (5) consecutive days of not more than ten (10) hours or eight (8) hours per day, exclusive of lunch periods.

- 13.5 The Director will determine when changes are necessary in the regular work week and employees will be provided at least fifteen (15) working days' notice in advance of any change in the regular work schedule except in the event of an emergency. If an emergency exists as defined in Article 4 section 6, then no notice of work schedule change is necessary. The fifteen (15) day notice may be waived upon mutual agreement of both parties. This notice requirement does not apply to overtime opportunities.
- 13.6 Breaks and Meal Periods:
- A. Employees shall receive a fifteen (15) minute (including transit time) paid rest period at approximately the midpoint of every four (4) consecutive hours of time worked. Such rest periods shall be taken at times approved by their Department Director, but shall not be added to the normal lunch period or taken at the end of the workday.
 - B. A minimum thirty (30) minute unpaid meal period shall be provided to employees who work more than five (5) consecutive hours in accordance with Washington state law. The employees may request, and management may approve a one (1) hour meal period.
- 13.7 Computation of Overtime - Holidays and Leaves: When computing overtime, paid holidays and leaves with pay taken during the work week shall be considered as time worked.
- 13.8 Equal Distribution of Overtime Work: The Employer will make a reasonable effort to distribute overtime on an equitable basis among employees who are qualified within each work unit. Overtime accumulated while on callback duty will not count toward equal distribution of overtime. If no employees are available for overtime within the unit the employer may ask for qualified volunteers from other units and select the most senior volunteer. The employer may assign the least senior qualified employee from a work unit if no employees volunteer.
- 13.9 Time and One-Half
Employees will be compensated at the rate of one and one-half (1-1/2) times their normal hourly rate of pay for additional time worked as follows:
- 1. In excess of eight (8) hours in any work day for a five-day, forty-hour -a-week employee; or
 - 2. In excess of ten (10) hours in any work day for a four-day, forty-hour -a-week employee; or
 - 3. In excess of forty (40) hours in any FLSA work week.
- 13.10 Compensatory time accruals shall be unlimited throughout the year provided; no employee may accrue over a maximum of one hundred (100) hours by the end of the December payroll cutoff as described in Article 13.15. At the time overtime is incurred, the employee must determine whether to be paid or to take compensatory time. Accrued compensatory time will be cashed out at the employee's option, either monthly (request must be made by the monthly payroll cutoff date), yearly, upon termination, or in case of emergency (as determined by the Public Works Director, or designee), and shall be added to the employee's

paycheck. Compensatory time off may be used at the discretion of the employee with supervisor's consent.

- 13.11 Receiving Work Telephone Calls at Home: An employee who is called during non-working hours for work related business and who is not required to report to a work site, shall receive pay in fifteen (15) minute increments. This provision does not apply to telephone calls regarding work scheduling or work site directions.
- 13.12 Off Duty Telephone/Computer Work at Home: An employee directed by their supervisor to perform work from an offsite location outside of their regular scheduled hours will receive pay in fifteen (15) minute increments at the applicable rate of pay.
- 13.13 The parties agree that in 2023, through JLMCs, they will meet to discuss possible options related to employees working unscheduled overtime lasting more than 4 hours and when/if a meal/food is provided.
- 13.14 Time Charging Provisions Pertaining to Time Worked:
Rounding Rule: Time charged for compensation for time worked shall be subject to rounding to the nearest one-quarter ($\frac{1}{4}$) of an hour. For example, an employee who works less than (8) minutes shall not be compensated. An employee who works eight (8) to fifteen (15) minutes over shall be compensated one-quarter ($\frac{1}{4}$) of an hour.

ARTICLE 14 COMPENSATION

- 14.1 Compensation Adjustments:
 The applicable pay plan and cost-of-living adjustments for the duration of this agreement are attached hereto and incorporated herein by reference as Appendix A.

Effective January 1, 2023, all employees in the bargaining unit shall receive a 4.5% cost-of-living wage increase and an additional 4.8% percent market adjustment (9.3% total for 2023). See Appendix A.

Effective January 1, 2024, all employees in the bargaining unit shall receive a cost-of-living increase equivalent to 100% of the BLS West Region CPI-W from July – July, with a minimum of 2% and maximum of 4.5% plus an additional 1% market adjustment.

Effective January 1, 2025, all employees in the bargaining unit shall receive a cost-of-living increase equivalent to 100% of the BLS West Region CPI-W from July – July, with a minimum of 2% and maximum of 4.5%.

Effective January 1, 2026, all employees in the bargaining unit shall receive a cost-of-living increase equivalent to 100% of the BLS West Region CPI-W from July – July, with a minimum of 2% and maximum of 4.5%.

In the event the 2025 and/or 2026 BLS West Region CPI-W (July-July) amount is higher than 4.5%, the parties agree to reopen the agreement to discuss wages.

- 14.2 **Salary Step Plan** - Newly hired entry-level employees may be hired in at any step, but no higher than step 4. Entry level positions are those with a "I" after the position title. All other positions in the unit may be hired in at any step. An employee may be granted a step increase to any higher step subject to satisfactory completion of probation as determined by the department head. Thereafter, an employee will be considered for a further step increase after twelve (12) months in each step of the pay plan subject to a satisfactory performance review by the department head.
- A. **Performance Review** - 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 department head.
 - B. **Appeal of Performance Review** - Employees who have a step increase withheld due to an unsatisfactory performance review may appeal the review using the grievance procedure.
- 14.3 **Personal Vehicle Mileage Reimbursement**: Employees who are authorized by the Employer to use their personal vehicles for City work shall be compensated for mileage at the current IRS rate.
- 14.4 All qualified employees in a department shall have an opportunity to sign up for on-call duty. All on-call duty shall be offered on a seniority basis, starting with the most senior qualified person. The Public Works Director, or their designee, shall prepare and post an on-call schedule for affected employees to be posted at least one month in advance of the effective date of the schedule. If applicable, the employees may trade assigned on-call shifts with other employees that are qualified to do so with prior notification to the Department Director. Such trades shall not incur any additional cost to the city.
- 14.5 Employees who are assigned to on-call are required to be readily available for dispatch by pagers, cell phones or home phone.
- 14.6 **On-Call Duty Assignments**: Employees who are on-call must be fit for duty and respond to the assigned duty station in approximately 40 minutes. Employees who are assigned to on-call status shall receive an allowance as follows:
- A. Two hundred twenty dollars (\$225) per weekend, which shall include the hours between the end of the employee's normal working day on Friday and the beginning of the normal working day on Monday.
 - B. Forty-five dollars (\$45) per evening, which shall include the hours between the end of the employee's normal working day and the beginning of the following normal working day, Monday through Thursday of the week.
 - C. Seventy-five dollars (\$75) per holiday, which shall include the hours between the end of the employee's normal working day which precedes the holiday and the beginning of the normal working day following said holiday.

In this context, holiday is defined as the day which is observed by the City as the holiday.

- D. Should the actual holiday for Fourth of July, Christmas or New Year's Day fall on a Saturday or Sunday, the employee on call that day shall receive an additional \$75 for the holiday.

14.7 The employer will attempt to meet its on-call requirements on a voluntary basis among the employees. In the event there are insufficient volunteers to meet the requirements, the employer may require the necessary qualified employees starting with the least senior.

14.8 All members of the bargaining unit shall receive paychecks via direct deposit.

ARTICLE 15

CLASSIFICATIONS AND PAY RANGES

15.1 Definitions:

A. Promotion:

1. Definition: A promotion is an appointment to a classification with a higher pay range as a result of a formal hiring recruitment process.
2. Pay Adjustments Upon Promotion: The base pay of a newly promoted employee will be at least two (2) step increases or a minimum of six percent (6%) higher than their base pay in the lower classification provided however, that the salary shall not exceed the top of the pay range as a result of the promotion. Regular employees working out of class or that were placed in a temporary position prior to promotion will receive their pay increase based on their regular position's pay rate at the time of promotion.

B. Anniversary Date Upon Promotion: The employee's anniversary date for wage increases will be the date of appointment to the higher classification. If the employee was working out of class or was placed in a temporary position prior to promotion, the employee's anniversary date shall be the date of appointment to the temporary position.

C. Failure to Complete Probationary Period After Promotion: The probationary period for promoted employees is six (6) months. If the employee does not successfully pass the probationary period, they shall be reinstated without any loss of seniority to their former normal progression range/step provided the pay rate shall not exceed the normal rate for the position to which the employee is being reinstated.

D. Demotion:

1. Definition: A demotion is an appointment to a classification with a lower pay range than in the preceding classification.
2. Pay Adjustments Upon Demotion: When a demotion occurs and the employee's pay falls above the top of the lower pay range, the pay shall be reduced to be equal to the top step of the lower pay range. The Employer will not use demotion in disciplinary actions.
3. Anniversary Dates Upon Demotion: A demoted employee's anniversary date for wage increases will be the date of demotion.

E. Reinstatement:

1. Step Placement Upon Reinstatement: Employees reinstated to the same classification from a recall list, after voluntary demotion, or after a leave of absence shall resume employment at the previously held salary grade and step. If an employee is reinstated to a different classification, the beginning salary will be the step within the salary grade most appropriate to qualifications and related experience.
2. Benefits Upon Reinstatement:
 - a. Employees who are reinstated within eighteen (18) months shall accrue vacation at the accrual rate previously held.
 - b. Reinstated employees will have the applicable employee benefits such as medical, dental, and life insurance reinstated at the beginning of the month after recall.
3. Anniversary Dates Upon Reinstatement: The anniversary dates of reinstated employees will not be adjusted if reinstatement occurs within thirty (30) calendar days.

F. Transfer:

1. Definition: A transfer is a lateral appointment to another position with the same pay range. The same rules for step placement and establishing anniversary dates apply whether the transfer occurs within the bargaining unit or from outside the unit.
2. Pay Adjustments Upon Transfer: If an employee receives a lateral transfer as defined above, there will be no change in pay.
3. Anniversary Dates Upon Transfer: The employee's anniversary date will remain unchanged.
4. Failure to complete Probation: If the employee does not successfully pass the probationary period, they shall be reinstated without loss of seniority to their former normal range/step. The probationary period for employees transferred shall be three (3) months or longer subject to the following provisions. The Employer may extend a probationary employee's probationary period for up to an additional three (3) months. Any extensions beyond the three (3) month period will be subject to mutual agreement with the Union. In any event, the probationary period shall not exceed nine (9) months.

15.2 Temporary Work in a Higher Classification:

An employee who is temporarily assigned the duties and responsibilities of a higher level position shall be paid at a rate one step or a minimum of three percent (3%) above their current rate of pay, or at the entry rate of the higher job class, whichever is greater. Higher level positions are defined as Water Supply Operator, Lead Utility Maintenance Worker, Lead Maintenance Worker, Sewer Maintenance Worker, Facilities Operations Specialist, Lead Grounds Worker, Lead Mechanic and Lead Sanitation Worker.

An employee who is temporarily assigned the duties and responsibilities of a Senior Maintenance Worker, Senior Utility Maintenance Worker or Senior Grounds Worker for more than five (5) consecutive workdays, shall be paid at a rate one step or a minimum of three percent (3%) above their current rate of pay, or at the

entry rate of the higher job class, whichever is greater. Out of class pay will be paid for all hours worked in this capacity beginning day one (1).

An employee who is temporarily assigned the duties and responsibilities of the Fleet Supervisor, Water/Sewer Operations Manager, Public Works Operations Manager or the Wastewater Operations Manager shall be paid at a rate of two steps or a minimum of six percent (6%) above their current rate of pay, or at the entry rate of the supervisor job class, whichever is greater.

All of the following conditions must be met for an employee to receive the out of class pay:

- A. The position is currently vacant; OR, the employee normally filling the position is on authorized leave; OR, the employee normally assigned to the position has been temporarily relieved of their regular duties to complete a special project approved by their supervisor; OR, the workload has been temporarily increased; and
- B. The employee is formally assigned to perform, and actually performs, duties of the higher job class which are not within the normal duties of the employee's regular job class. Formal assignment should normally include a written directive from the employee's supervisor; and
- C. The employee is so assigned and actually works the assignment for a period of more than four (4) consecutive working hours. If the employee is so assigned and actually works the assignment for a period of more than eight (8) hours, the out-of-class pay shall be retroactive to the first hour of that specific assignment.

The same employee shall not be assigned to the higher level duties for more than six (6) consecutive months unless specifically approved by the city administrator for extenuating circumstances. An extension of an out-of-class assignment beyond twelve (12) months must be approved by the City Council. The Union will be given notice of any such extensions.

The out-of-class rate of pay shall apply for that time actually worked in the higher class. Periods of paid leave during the out-of-class assignment shall be compensated at the employee's regular rate of pay except when the assignment is for more than one month. When assigned for more than one month, the employee shall receive the out-of-class pay for leave taken during the out-of-class assignment.

15.3 Reclassification:

- A. Purpose: The Employer shall maintain written job classifications and allocate each position within the bargaining unit to the appropriate classification. Classifications group together positions requiring similar tasks, responsibilities, knowledge, abilities and skills. It is the intent of this plan to assure essentially equal pay for essentially equal levels of work, serve as a tool for managers in defining work assignments for employees,

make internal and external salary comparisons and provide a basis for the recruitment and selection of qualified employees.

Written specifications for each class are to be descriptive but not restrictive, include a brief description of the nature of work, list representative examples of duties, state the knowledge, abilities and skills required, and the minimum qualifications for the position.

- B. **Review of Positions:** A request for a review of a position may be made by either a department head or designee and/or an incumbent employee to determine whether or not the position has been properly allocated to a classification or to determine the accuracy of an existing position description.

Appeal - An employee who believes that significant factors have changed in job content or significant factors have been overlooked in the reclassification of a position to a particular class may bring those factors to the attention of the department head for reconsideration. The department head shall review the position to verify the claim of the employee. If the department head agrees, he shall forward the reclassification to the Mayor or designee for action.

If the matter cannot be resolved at this level, the employee may request the Joint Labor/Management Committee (JLMC) to review the reclassification. In reviewing the position, the JLMC shall take into consideration the duties assigned to the employee in relation to the written job classification. The JLMC may receive written or oral information from the department head and/or the employee. The JLMC shall make a recommendation to the Mayor or designee for a final determination as to the allocation of the job to the classification. The JLMC shall establish its own rules and procedures for the review of jobs. Creation of and/or placement of new positions in the salary schedule are subject to City Council confirmation.

Reclassification to a Lower Classification or Salary Range: An employee who is assigned to a lower position as a result of a reclassification and whose pay rate falls within the new pay range will continue to receive their current pay rate within the new pay range. Employees who are assigned to a lower job classification and whose pay rate falls above the new pay range, shall not have their pay rate reduced. However, they will not be eligible to receive any general salary adjustment increases or step increases until the rate of pay falls within the pay range for the job classification.

Reclassification to a Higher Classification or Salary Range: An employee whose position is reclassified to a higher classification may be placed at any step within the new pay range.

- C. **New Positions:** When a new job classification is proposed or an existing one is to be changed, the Employer will submit a description and a proposed salary scale to the Union. Any issues raised by the Union may be

taken to the Labor-Management Committee. Any unresolved differences of opinion between the parties in regard to wages will be subject to negotiations. Any unresolved differences of opinion between the parties in regard to a positions' inclusion into or exclusion from the bargaining unit shall be submitted to the Public Employees Relations Commission for resolution.

ARTICLE 16 PENSIONS

- 16.1 PERS Membership: Eligible employees shall be eligible for participation in the Washington Public Employees Retirement System (PERS).
- 16.2 Retiree Medical Insurance:
- A. Definitions: For purposes of this section, a "retiree" refers to a person who retired from the Public Employees Retirement System (PERS) only from the Employer on or after the execution date of this Agreement and, at the time of retirement, occupied a position covered by this bargaining unit. For purposes of this section, a "member" refers to an active employee(s) in a position covered by this Agreement.
 - B. Right to Participate: Except as otherwise provided by this section, retirees may continue to participate in the Employer medical plan available to members. Coverage of eligible dependents uniformly terminates when coverage of the retiree terminates, except as otherwise required by applicable state or federal law.
 - C. Choice of Plan: Retirees shall be permitted to select coverage from the Retiree Medical Plans as provided by the Association of Washington Benefits Trust or Kaiser Permanente subject to their eligibility requirements. Retirees participating in the Trust's medical insurance plans shall be subject to the application of any change or elimination of benefits, carrier, and administrator or administrative as authorized by the trust.

ARTICLE 17 DISCIPLINARY ACTION

- 17.1 Discipline – The Employer may only discipline or discharge an employee for just cause.
- 17.2 Levels of Discipline - 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. Employee coaching performed by a supervisor is not considered discipline. 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. Disciplinary action or measures shall include the following:
- (a) Verbal reprimand;
 - (b) Written reprimand;
 - (c) Suspension without pay;

(d) Discharge.

- 17.3 Disciplinary Meetings and Investigations - In disciplinary investigations or meetings, an employee shall be afforded all Constitutional rights customarily associated with the Weingarten and Loudermill cases. A Union representative shall be present during any disciplinary interview or meeting, which could reasonably be expected to lead to disciplinary action unless specifically waived by the employee. Employees shall have the right to choose which Steward will represent them provided the Steward is able to be present within a reasonable period of time.
- 17.4 Employee Coaching - Employee coaching shall be carried out in such a manner as to make certain the employee is clear about the coaching not being part of the formal disciplinary process and the Employer has the right to make a notation of such coaching in the supervisory file.
- 17.5 Suspensions and Discharge - In the case of suspension or discharge, employees shall be provided written notice of the reason(s) for such action and shall be entitled to respond to the reasons for recommended discipline before such action is taken. A Union representative shall be present during such meetings. If an employee is suspended prior to or during an investigation, they shall be in paid status pending disciplinary action.
- 17.6 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.
- 17.7 Probationary Employees - The provisions of this Article shall not apply to newly hired employees serving a six (6) month probationary period or longer subject to the following provisions. The Employer may extend a probationary employee's probationary period for up to an additional three (3) months. Any extensions beyond the three (3) month period will be subject to mutual agreement with the Union. In any event, the probationary period shall not exceed twelve (12) months. Probationary employees shall work subject to 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.
- 17.8 Manner of Accomplishing Disciplinary Reprimands: If the Employer has reason to reprimand an employee, a reasonable effort will be made to accomplish the reprimand in a manner that will not embarrass the employee before other employees or the public.
- 17.9 Appeal Rights:
- A. A verbal reprimand is not grievable.
 - B. A written reprimand may be reviewed through Steps 1, 2 and 3 only of the grievance procedure set out in Article 18 - Settlement of Disputes.
 - C. An employee who is reduced in pay, suspended or terminated shall have the right to formally grieve within fifteen (15) calendar days of receipt of the

letter imposing disciplinary action. The employee shall submit the grievance to the supervisor or manager who imposed the discipline.

ARTICLE 18 SETTLEMENT OF DISPUTES

18.1 The purpose of this grievance procedure is to provide an orderly method for resolving grievances. A reasonable effort shall be made to settle grievances at the lowest possible level in the grievance procedure. A grievance is defined as a dispute regarding the application, interpretation, or implementation of the specific provisions of this Agreement.

18.2 The following steps shall be observed in the grievance procedure:

Step 1: The Union or any employee who believes that he/she may have a grievance arising out of the terms of this Agreement may personally, or through their representative, request a meeting with the immediate non-union supervisor within fifteen (15) calendar days of the occurrence. An employee or Union representative is expected to discuss any grievance arising hereunder initially with the immediate supervisor. The supervisor may respond within fifteen (15) calendar days.

Step 2: If the supervisor does not respond within the fifteen (15) calendar days or if no satisfactory settlement is reached in Step 1, the employee and the Union may submit the written grievance to the department director within fifteen (15) calendar days. The department director shall present their determination in writing to the affected employee and the Union, within fifteen (15) calendar days of receipt of the grievance. Time limits may be extended by mutual agreement of the parties.

Step 3: If the department director does not respond within the fifteen (15) calendar days of receipt of a timely filed grievance, or if no satisfactory settlement is reached in Step 2, the employee and the Union may submit the written grievance to the City Administrator within fifteen (15) calendar days of the department director's response, or within fifteen (15) calendar days from the expiration of the department director's time for responding. The City Administrator or their designee shall present a written determination to the affected employee and the Union within fifteen (15) calendar days. Time limits may be extended by mutual agreement of the parties.

Step 4 - Arbitration:

If the grievance cannot be resolved at Step 3, the Union may submit a request for arbitration to the Administrative Services Director or City Administrator within twenty (20) working days from the date the decision was rendered at Step 3.

The parties may mutually agree on the selection of an arbitrator. In the event the parties cannot agree on an arbitrator, Federal Mediation and Conciliation Service (FMCS), the Public Employment Relations Commission (PERC) or some other agreed upon source shall be requested to submit a list of eleven (11) arbitrators from which the arbitrator shall be selected by alternately striking names from the list. The parties shall flip a coin to determine who will strike the first name, then 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.

18.3 Decision - Time Limit: The arbitrator will meet and hear the matter at the earliest possible date after their selection. After completion of the hearing, the arbitrator shall render a decision within thirty (30) working days or as soon as possible, unless an extension of time is agreed upon as provided for herein.

18.4 Limitations - Scope - Power of Arbitrator:

- A. The arbitrator shall not have the authority to add to, subtract from, alter, change or modify the provisions of this Agreement.
- B. The arbitrator shall have the power only 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.
- C. The arbitrator shall also have the authority to receive evidence and question witnesses.

18.5 Arbitration Award - Damages - Expenses:

- A. The arbitrator shall not have the authority to award punitive damages.
- B. Each party hereto shall pay the expenses of their own representatives, witnesses, and other costs associated with the presentation of their case and the expenses of the arbitrator shall be borne by the losing party.
- C. The arbitrator's written award shall be final and binding on all parties.

18.6 Representation of Employees:

- A. The Union is the Exclusive Representative of bargaining unit employees with respect to conditions of employment governed by this agreement. An employee may file a grievance and process it in Steps 1, 2 and 3 of the grievance procedure without the assistance of the Union; however, departure from the grievance procedure described herein shall automatically nullify the Union's obligation to process the grievance. However, the decision to arbitrate a grievance is a determination to be made by the Union and/or the Employer. Attorneys who do not represent the Union or the City may appear at the grievance meetings and hearings only at the mutual consent of the Union and the City.
- B. Whether or not the employee seeks Union assistance, the Union must be given the opportunity to be present when a settlement offer is made, and any settlement must be consistent with the terms of this Agreement.
- C. The names of stewards will be certified to the City by the Union. Upon notification to the employee's Supervisor of the name of the grievant and the basis of the grievance, or the name of the subject of a disciplinary

investigation interview, the steward responsible for the grievant work area may investigate and process the grievance or investigation interview at the work site during working hours without loss of pay, subject to prior approval by the Administrative Services Director or their designee and further subject to such activity not interfering with the productivity and efficiency of work and services. If such activity, as determined by the Administrative Services Director or their designee, will interfere with productivity and services, then such investigatory activity shall be conducted during non-work hours. Employees meeting with their steward to process a grievance will also be permitted to do so without loss of pay during working hours, subject to prior approval by the Administrative Services Director or their designee.

ARTICLE 19 PRODUCTIVITY

- 19.1 The Employer and the Union agree that each is jointly responsible for developing and maintaining a high level of efficiency for providing routine and emergency public works services. Productivity, the ability to increase service with a minimum of man-hours, together with innovative practices to achieve this goal will be the responsibility of all parties to this Agreement.
- 19.2 All individuals who are employees of the City shall, individually and collectively, perform efficient work and service; shall avoid and discourage waste of materials, time and manpower; shall use their influence and best efforts to protect the property of the Employer and its interest and to prevent the loss of tools and materials; and shall cooperate with the Employer in promoting and advancing the welfare of the Employer and the service at all times.
- 19.3 Nothing herein shall be contrary to the responsibilities of management as expressed in the Management Rights article.
- 19.4 Workloads and Standards: In addressing the assigned workload, the employee's Supervisor may establish reasonable job performance expectations and standards, and may, from time to time, revise them. Such expectations and standards shall be posted or individually stated to each affected employee, in order to assure advance comprehension and understanding of performance requirements. No employee shall be subject to disciplinary action for failure to meet standards of performance unless such employee has been fully advised of such expected performance standards in advance of the work period in question.
- 19.5 Employee Development and Training:
1. Voluntary Training – Voluntary training or education which directly relates to an employee's current position or department function and which leads to a degree, registration or certification, shall be reimbursable in accordance with the City of Camas Tuition Reimbursement Program.
 2. Mandatory Training - City-sponsored training which is required of the employee shall be paid for by the City. Attendance and travel time in excess of the

standard workday will be compensated in conformance with the FLSA. Travel and costs for meals and lodging shall be reimbursed in conformance with the City's travel and meal policies.

ARTICLE 20 SENIORITY

Seniority is the length of continuous employment of an employee with the Employer. All other factors being equal, seniority and qualification shall be observed with respect to promotions, transfers and layoffs. Seniority ties based on date of employment shall be broken by date of application for employment with the City.

- 20.1 An employee who returns to work as agreed at the end of an unpaid leave of absence retains their original employment or seniority date, except if the leave of absence is of a duration of longer than thirty (30) calendar days. The employee's seniority date will be adjusted on a day-for-day basis after the thirty (30) calendar day leave period.
- 20.2 An employee who is re-hired after services have been terminated with the Employer (by resignation, reduction-in-force, etc.) will have a new employment or seniority date.
- 20.3 In Computing Seniority for Regular Employees, the Following Factors Will be Taken into Account:
1. Regular part-time work will count on a pro-rated basis.
 2. Time on authorized leave taken with pay will count.
 3. When an authorized leave without pay exceeds thirty (30) calendar days, no time spent on that leave will count.
 4. Time in excess of six (6) months spent in a classification not represented by this bargaining Unit will not count except for purposes of vacation accrual.
 5. Time spent in on-call or overtime status will not count.
 6. When a layoff exceeds thirty (30) calendar days, no time spent on layoff will count.
 7. Time spent in a trainee capacity, e.g., in state or federal trainee programs, will not count.
 8. Seniority shall be forfeited by discharge for cause, voluntary termination, or, after layoff, by removal from all recall.
 9. Up to six (6) months spent in a probationary appointment that is not completed will count toward the employee's previous classification unless such probationary period was in a classification outside the bargaining unit.
- 20.4 Seniority Application: Seniority determinations shall have no application to retirement matters.
- 20.5 Posting Process:
- A. Seniority List Posting: Lists showing seniority within Bargaining Unit classifications shall be provided to the Union and posted on all Union bulletin boards on request.

B. Seniority List Appeal Process:

1. Errors on New Lists: Employees who have concerns about the calculation of their seniority shall notify the Administrative Services Director with a copy to the Union. If an employee's concerns remain unresolved, the Union may file a formal written grievance at Step 3 of the grievance procedure within thirty (30) calendar days of their initial consultation with the Administrative Services Director. If no grievance is filed within that time, the seniority calculation is deemed correct.

ARTICLE 21 LAYOFF AND RECALL

21.1 Layoff: Layoff means the reduction in number of employees in budgeted positions within the bargaining unit. The Employer has the exclusive right to determine whether a layoff is necessary for reasons of lack of funds, and lack of work. The Employer shall give thirty (30) days' notice of such layoffs except in cases of emergency.

21.2 Definitions:

- A. Continuous Service: Means uninterrupted employment with The City of Camas subject to the following provisions:
 1. Continuous service is terminated by voluntary or involuntary termination including discharge for cause.
 2. Personal unpaid leaves of absence longer than thirty (30) calendar days shall be considered interruption to continuous service.
- B. Bumping: Refers to the process whereby the more senior employee in a classification displaces a less senior employee subject to the provisions of this Article. Bumping may result in an employee occupying a position equivalent or lower than their current position.
- C. Classification: Refers to a position or positions with a unique job title and similar duties and responsibilities.
- D. Equivalent Classification: Refers to matching by the Human Resources Director or their designee of an abolished classification with a current classification that has substantially the same duties, authority, and responsibility.
- E. Classification Previously Held: Refers to a classification or its equivalent classification in which the employee gained regular status and for which he or she continues to qualify.
- F. Reassignment: Refers to an employee being transferred into a currently unoccupied position during the bumping process. The new position may be equivalent or lower than the position previously held.
- G. Recall: Refers to the process when budgeted positions become available after a layoff and are offered to those who have been laid off, according to the rules of this Article.
- H. Regular Employee: Refers to the status an employee acquires after successful completion of the probationary period for the classification to which the employee was appointed.

- I. Lateral Classification: Refers to a classification or its equivalent classification which has the same pay range as the employee's current classification.
- J. Affected by Layoff: Refers to an employee who was demoted, laid off, or reassigned as a result of a layoff process under the provisions of this Article.
- K. Regular Appointment: Refers to the appointment of an employee to a budgeted position.

21.3 Order of Layoff and Bumping: Layoffs are identified by position within a classification by the Employer.

- A. If layoff/reduction in force vacates a classification which consists of only one (1) position filled by one (1) employee, that employee will be affected by layoff as provided in this Article.
- B. In all other cases, those employees least senior and least qualified occupying position(s) to be eliminated shall be designated as affected by layoff.

21.4 Reassignment and Bumping Process: Employees designated as affected by layoff shall then begin the reassignment and /or bumping process as follows:

- A. Reassignment of employees to vacant positions, if available, will take precedence over bumping another employee.
- B. If bumping is necessary, the least senior employee in the affected classification will be bumped.
- C. If bumping is to occur per section 21.3— Order of Layoff and Bumping, employees will be moved to the classification previously held that results in the least reduction in pay. Seniority in a higher classification shall count in the new classification.
- D. Regular employees who are bumped out of a position, shall be designated as affected by layoff and will then participate in the reassignment and/or bumping process, as defined in this Article.
- E. Employees who are offered a position pursuant to these provisions and do not accept that position will be deemed to have resigned.

21.5 Layoff Rules:

- A. Seniority of and Bumping by Non-Bargaining Unit Employees and Other Bargaining Units:
 - 1. The only non-bargaining unit employees, confidential employees or members of other bargaining units who may bump into the bargaining unit are those who have previously been a member of the Bargaining Unit or who were in a classification which subsequently became part of this unit.
 - 2. Only time served in the bargaining unit shall apply for bumping purposes.
 - 3. Bargaining unit employees shall not be demoted, reassigned, bumped and/or recalled into other bargaining units. However, the Employer may give preference to bargaining unit employees who have been demoted, reassigned, bumped and/or recalled for non-bargaining unit vacancies for which they qualify. The Employer may also give preference to bargaining unit employees who have been demoted, reassigned, bumped and/or recalled over non-City applicants for

vacant positions in other bargaining units for which they qualify, unless prohibited by law or civil service rules.

B. Layoff Processing for Non-Regular Employees:

1. Within an affected classification and department, temporary, non-regular probationary employees who do not have regular status and who are occupying budgeted positions within the bargaining unit will be terminated before employees with regular status are affected by layoff. Limited term employees can be bumped but have no bumping rights. Employees without regular status who are terminated will not be placed on recall lists and do not have bumping rights.
2. A bargaining unit employee who has not completed a probationary period following promotion to a regular position covered by this agreement and is affected by layoff may be reassigned or bumped back into the position previously held subject to the provisions of this Article.
3. Probationary employees terminated or demoted in accordance with paragraph 1 and paragraph 2 above will be placed on recall lists for one (1) year from the date of their termination or demotion. They will be reinstated to their former classification if there are no regular employees who are on a recall list for that classification. Probationary employees who are reinstated will be treated as if they have been on a leave of absence from the classification for purposes of computing seniority and length of probationary period.
4. Employees will not be placed in a classification with a higher pay range except by normal promotion procedures.

C. Layoff Processing for Employees on a Leave of Absence without Pay:

1. Employee Notification: Employees who are on a leave of absence without pay which is scheduled to continue after the layoff effective date and whose classifications are expected by the Employer to be affected by an upcoming layoff process will be notified in writing and given an option to return to work from leave.
2. Use of Positions During the Layoff Process: If no response is received by the Employer within five (5) calendar days of written notification, or if the employee declines to return from leave of absence, or if the employee is unable to return from leave of absence, the position from which the employee is on leave of absence will be treated as a vacant position during the layoff process and will be available to be filled by another employee who is affected by the layoff process, according to the provisions of this Article.
3. Recalculation of Seniority After Leave of Absence Without Pay: All employees on leave of absence without pay that exceeds thirty (30) calendar days will have their seniority recalculated upon their return from leave so that none of the time on the leave of absence without pay counts toward seniority.

21.6 Notice and Recall List:

- A. The Employer will provide the affected employees and the Union with thirty (30) calendar day's written notice of an impending layoff except in the event of an emergency. In an emergency, the Employer will provide as much notice as

is practicable under the circumstances. Employees who are laid off are eligible for recall subject to the criteria above and if their layoff period has not exceeded eighteen (18) months from the date of layoff.

- B. Employees who are reassigned to positions in the same classification, resign, or elect to retire will not be placed on recall lists.
- C. Employees will remain on a recall list for eighteen (18) months from the date of placement on the list. Within that time period, employees will be removed from the recall list only under the following circumstances:
 - 1. Upon written request of the employee; or
 - 2. Upon their retirement; or
 - 3. Upon being recalled from the list; or
 - 4. Upon declining an offer of regular employment status; or
 - 5. Upon the employee's failure to respond to a certified letter sent to the employee's last known address within five (5) calendar days after receiving the notice of recall; or
 - 6. Disciplinary termination for cause.
- D. Employees who are laid off and are on recall list(s) and return to regular City employment for any reason will be treated as if they have been on a leave of absence without pay for the purpose of computing seniority.

21.7 Recall:

- A. Employees on a recall list will be reinstated in order of seniority, before applicants who qualify through examination, provided they are qualified to perform the duties of the position and subject to the criteria in section 21.5. Employees who are not recalled may request within ten (10) calendar days, and the Employer must provide within ten (10) calendar days, a justification for that decision. The employee will remain on the recall list for certification to other vacancies during his or her term of eligibility.
- B. An employee who believes they should have been recalled may have their status reviewed and processed according to the provisions of Article 18 – Settlement of Disputes.

- 21.8 Special Provisions to Save Employees from Layoff: It is recognized by the parties that employees who are to be laid off or involuntarily demoted face difficult circumstances in being placed in alternative employment within the City. Any such employee who is reassigned to a classification not previously held shall be subject to a trial service period of six (6) months to demonstrate their ability to perform or fulfill the requirements of the new classification. Employees who, in the opinion of the Employer, are unsuccessful during this six (6) month trial service period will be removed from their new classification and placed on the appropriate recall list.

ARTICLE 22 VACANCIES AND POSTINGS

The Employer and AFSCME recognize the importance of creating and maintaining opportunities for career advancement for current employees as well as the importance of recruiting the best possible candidates for open positions.

Posting of Vacant Positions:

Vacant positions within the bargaining unit will be posted for a period of seven (7) working days, during which time internal bargaining unit applicants may apply. The posting will include, at a minimum, a description of the work to be performed, the requirements and qualifications of the position, and the rate of pay.

Employees interested in applying for a posted position must submit to Administrative Services, a letter of interest, resume, and any additional materials showing they meet the qualifications. All application materials must be submitted within the time limit stated in the job announcement.

Process:

The Employer will review the application materials of any internal candidates to confirm the applicant is qualified. Qualifications will be listed on the job announcement and the applicant must clearly address in their application materials these qualifications.

If there are qualified internal applicants for a position, including employees wishing to transfer, promote or demote into the position, the Employer will interview all qualified internal applicants within the bargaining unit.

The Employer may conduct testing, exercises and/or interviews to determine qualifications.

The interview panel for internal applicants will include one (1) bargaining unit member who is selected by the Employer. This is voluntary and members who are invited to participate on a panel may decline the request.

Selection:

The Employer shall employ merit principles and shall select candidates for vacancies on the basis of their relative qualifications exhibited in their application materials, interview question responses, testing results and other information obtained during the application process.

If the Employer deems that no internal applicants are qualified or receives no internal applicants, the position will be posted externally.

If the Employer elects not to fill a vacancy at any time after posting has occurred, nothing in this article shall require the Employer to fill the vacancy.

In the event of a tiebreaker, all other qualifications being equal, seniority will prevail as the deciding factor in selecting a candidate.

The employer, upon the request of applicants not selected for the position, will provide, in writing, the reasons for not being selected.

This process is in effect upon full contract ratification by both parties.

ARTICLE 23 PERSONNEL RULES AND RECORDS

- 23.1 Personnel Rules: Changes to the City Personnel policies will be provided to the Union by the Employer within five (5) calendar days after publication and shall be effective immediately thereafter, except in the event of an emergency, in which case no prior notice is necessary and the changes shall be effective immediately. Notice of significant non-legal changes to the Personnel Rules and Code which would affect the employees in this bargaining unit will be provided to the Union prior to adoption for purposes of review and comment; provided, however, such review and comment shall not constitute an obligation to bargain about the changes.
- 23.2 Personnel Records and Information:
- A. Definition: For purposes of this section, "personnel file" refers to the formal file of personnel documents maintained by Human Resources .
 - B. Access to Personnel File Materials: The employee and the employee's Union representative shall have the right to inspect the full contents of the employee's personnel file, provided the Union's access will be limited to the purpose of administering the collective bargaining agreement. No complaint may be placed in the personnel file without the employee having been first notified of said complaint and given a copy, with a copy to the Union. 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 only that they have read the contents of the document. Employees shall be provided copies of all disciplinary notices and at the employees' request, performance evaluations before such material is placed in the personnel file. The employee is required to acknowledge receipt of the materials in writing. Acknowledgement shall not be construed as agreement or concurrence with the discipline or evaluation.
 - C. Removal of File Materials:
 - 1. Oral reprimands may be memorialized in writing for the purpose of preparing future disciplinary actions or employee performance evaluations, but will not be placed in the employee personnel file.
 - 2. Written reprimands will be removed from an employee's personnel file after one hundred eighty (180) days from the date said action was finalized provided that no further written reprimands have been issued within the one hundred eighty (180) day time period. If another written reprimand has been issued within this time period then both written reprimands shall remain in the personnel file for an additional one hundred eighty (180) days from the date of the latest written reprimand. In any event, the one hundred eighty (180) days may be extended to three hundred sixty (360) days depending on the seriousness of the circumstances. If another written reprimand has been issued within the three hundred sixty (360) days' time period

then both written reprimands shall remain in the personnel file for an additional three hundred sixty (360) days from the date of the last written reprimand.

3. Any discipline above written reprimands (suspensions, etc.) will be removed from an employee's personnel file after one (1) year, provided no additional disciplinary action (written reprimand or higher) has been imposed. In the event any additional discipline has been issued, both records will remain in the personnel file for two (2) years.

ARTICLE 24 GENERAL PROVISIONS

- 24.1 No Discrimination: The parties agree that discrimination and harassment in the workplace is prohibited.
 - A. Contractually Prohibited:
 1. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, creed, religion and national origin unless bona fide job related reasons exist in accordance with applicable laws.
 2. The Union shall share equally with the Employer the responsibility for applying the provisions of the Agreement provided that this responsibility shall be limited to those matters under the Union's influence and control.
- 24.2 All references to employees in this contract designate both sexes, and wherever male gender is used, it shall be construed to include male and female employees.
- 24.3 Employer Complaint Procedure: The Employer will maintain a complaint procedure for allegations of discrimination.
- 24.4 Sexual Harassment: No employee(s) shall be subjected to, nor shall any employee(s) perpetrate, unwelcome sexual advances, requests for sexual favors, or any form of verbal or physical conduct of a sexual nature that is offensive, hostile or intimidating that interferes with the work performance of such employee(s).
- 24.5 Agreement, Work Rules and Changes: The Employer will provide new employees a copy of the Agreement. The Employer will furnish each employee a copy of the City policies.
- 24.6 Clothing Allowance: All non-probationary bargaining unit employees will receive a \$750 clothing allowance each year of the contract. Effective January 1, 2025, the clothing allowance shall be \$800. The clothing allowance shall be compensation personal work gear including such things as the following:

- Work Boots
- Muck Boots
- Rain Gear (top and bottoms)
- Winter Coats
- Daily work wear, including shirts, pants, socks, etc.

The Employer will provide the following work gear in addition to any State or Federal mandated required safety equipment:

- Safety Equipment, including hard hats, vests (with City Logo), goggles, etc.
- Latex Gloves
- Baseball Hat with City Logo
- Stocking Cap with City Logo
- Work Gloves

Employee work gear must be in satisfactory condition and be appropriate to wear to work keeping in mind the employee is a representative of the City during working hours. Additionally, the City follows all fair bidding laws and encourages equal opportunities for all vendors. As such, employees may not wear articles of clothing that contain logos or company names of contractors or vendors that have worked for the City or have the potential to work for the City.

If the Employer determines that clothing worn by the bargaining unit employees are not appropriate, the employee will be asked to remove the article of clothing, or use accrued leave to go home and replace the clothing with suitable work gear.

Newly hired employees shall receive their full clothing allowance after hiring. The following January, the allowance shall be pro-rated based on their date of hire the previous year.

- 24.7 If the provisions of this Agreement address a subject matter, then those provisions shall prevail. If a subject matter is not addressed in this Agreement, the ordinances, policies and procedures of the City shall prevail.

ARTICLE 25 SAVINGS CLAUSE AND FUNDING

If 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 the State government, 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 if any invalid provision of this Agreement shall be declared as described above, they shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such article.

- 25.1 Entire Agreement: This Agreement constitutes the sole and entire existing Agreement between the parties. Nothing in this Article shall preclude the parties during the term of this Agreement from voluntarily entering into amendments to the Agreement; nor shall the Union and the Employer be precluded from voluntarily entering into Memoranda of Understanding, Interpretation, or Exception concerning matters of contract administration.
- 25.2 All future negotiations will be conducted exclusively between the designated representatives of the Mayor and Union. Negotiations for a new collective bargaining agreement shall begin not less than four (4) months prior to the termination of the current agreement. Employees participating in the negotiations shall serve in that capacity with no loss of pay and shall be compensated at the regular rate of pay. The number of such employees participating will be mutually agreed to. Ground rules will be established at the commencement of negotiations.

ARTICLE 26 CONTRACTING OUT

- 26.1 The Employer has the right to contract out or subcontract work previously or historically contracted out or subcontracted without negotiating about the decision and/or its effects.
- 26.2 The Employer has the right to contract out or subcontract work not previously contracted out provided the following conditions are met. The Employer will provide the Union with written notification of its decision to contract out a minimum of ninety (90) calendar days prior to the anticipated date for contracting out services. If the Union provides written notification to the Employer that it wishes to discuss the Employer's decision and its effects then the parties shall meet within the ninety (90) calendar day time period to meet and discuss the Employer's decision and its effects. If during this ninety (90) calendar day time period the parties are unable to mutually agree regarding the decision and its effects and if the Employer determines it is still necessary to proceed with its decision to contract out or subcontract work then the Employer is free to proceed with contracting out services. The ninety (90) day period may be waived upon mutual agreement by both parties.
- 26.3 The notice and meeting provisions of this Article regarding the Employer's decision to contract out or subcontract and its effects shall not apply in situations where the Employer contracts out or subcontracts work to provide services in the event of an emergency as defined in this Agreement.

ARTICLE 27 NO SMOKING POLICY

The No Smoking Policy which was mutually agreed upon between 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 and any changes to said policies shall be by mutual agreement.

ARTICLE 28 DRUG AND ALCOHOL POLICY AND PROCEDURES

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 and any changes to said policy shall be by mutual agreement. Said policies and procedures are a part of this Agreement. The parties agree to comply with the Federal CDL requirements as set forth in the "Drug and Alcohol Testing Procedures Manual."

ARTICLE 29 COMMERCIAL DRIVERS' LICENSES

29.1 All employees in applicable positions who are medically and physically qualified are expected to obtain and maintain a commercial driver's license with such endorsements as necessary to operate vehicles assigned to their work unit. New employees shall be required to obtain the license during their probationary period. In the event a new employee is unable to obtain the license during their probationary period, through no fault of their own, the City shall extend the probationary period, but will not withhold the employee's step increase due at that time. No employee who fails to obtain this type of driver's license for medical/physical reasons shall be disciplined.

29.2 The City will provide:

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

Reimbursement for fees to obtain the license and endorsements, provided that if the employee incurs additional charges because he or she fails any part of the exam, those charges shall be the employee's responsibility.

The required medical/physical examination provided that, at the city's option, the city may reimburse the employee for a physical examination by a physician of the employer's choice. An employee wishing to use their own physician when the city offers a paid examination with its own physician will not be reimbursed for the examination.

Use of a city vehicle to take the practical/driving portion of the examination, on city time, provided that the city may require that the employee demonstrate proficiency in operating the vehicle in a trainee capacity before allowing the employee to use the vehicle in the driving test.

All employees required to maintain a Commercial Drivers' License shall be subject to all rules and regulations issued by the federal government including requirements for drug testing.

The employer will make a reasonable effort to reassign an employee who loses their CDL for up to one (1) year to a job that does not require a CDL.

ARTICLE 30

CONTRACT LENGTH, CHANGES AND RENEWAL

- 30.1 The effective date of this Agreement is January 1, 2023, except as otherwise indicated and except for contract language changes which shall be effective from the effective date of signature forward.
- 30.2 This Agreement is for a period of four (4) years commencing January 1, 2023, and shall expire on December 31, 2026.
- 30.3 Changes:
The Agreement expressed herein in writing constitutes the entire agreement between the parties and no oral statement shall add to or supersede any of its provisions.

The parties acknowledge that each has had the unlimited right and opportunity to make proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of this right are set forth in the Agreement.

In the event either party desires to amend this Agreement that party may notify the other party in writing of the desire to so amend. The notice may set out in detail the amendment desired by specifying the exact language of any provisions proposed. The representatives of each party may meet within ten (10) working days after such notice is given for the purpose of negotiating with regard to such proposed amendment. Neither party is required during the term of this Agreement to agree to a change in this Agreement. Any agreed upon amendments to this agreement shall be incorporated by reference as though it were set out specifically and completely in this Agreement.

CITY OF CAMAS, WASHINGTON

By: _____
Steve Hogan, Mayor

Date: _____

By: _____
Doug Quinn, City Administrator

Date: _____

**LOCAL 307CC OF THE
WASHINGTON STATE COUNCIL OF
COUNTY AND CITY EMPLOYEES,
AFSCME, AFL-CIO**

DocuSigned by:
By: Edward Allen
Edward Allen, Staff Representative

Date: 1/31/2023

DocuSigned by:
By: Will Weglage
Will Weglage, Chair, Local 307CC

Date: 1/31/2023

DocuSigned by:
By: Nick MacQuarrie
Negotiation Committee

Date: 1/31/2023

By: _____
Negotiation Committee

Date: _____

Appendix A

2023 Salary Scales

Position							7
	1	2	3	4	5	6	
Custodial Aide	15.87	16.34	16.83	17.34	17.86	18.40	18.95
Facilities Operations Specialist	5955	6135	6320	6509	6707	6906	7113
Grounds Worker I	4990	5140	5293	5452	5613	5784	5955
Grounds Worker II	5452	5613	5784	5955	6136	6320	6509
Lead Grounds Worker	6509	6707	6906	7113	7327	7546	7771
Lead Maintenance Worker	6509	6707	6906	7113	7327	7546	7771
Lead Mechanic	6906	7113	7327	7547	7771	8008	8247
Lead Sanitation Worker	6320	6509	6706	6906	7113	7327	7547
Lead Utility Maintenance Worker	6509	6706	6906	7113	7327	7547	7771
Lead WW Treatment Plant Operator	6906	7113	7327	7546	7771	8007	8247
Mechanic	6320	6509	6706	6906	7113	7327	7547
Maintenance Worker I	4990	5140	5293	5452	5613	5784	5955
Maintenance Worker II	5452	5613	5784	5955	6136	6320	6509
Sanitation Worker	5452	5613	5784	5955	6136	6320	6509
Senior Grounds Worker	5955	6136	6320	6509	6706	6906	7113
Senior Maintenance Worker	5955	6136	6320	6509	6706	6906	7113
Senior Utility Maintenance Worker	5955	6136	6320	6509	6706	6906	7113
Sewer Maintenance Worker	6320	6509	6706	6906	7113	7327	7547
Utility Maintenance Worker I	4990	5140	5293	5452	5613	5784	5955
Utility Maintenance Worker II	5452	5613	5784	5955	6136	6320	6509
Water Supply Operator	6509	6706	6906	7113	7327	7546	7771
WW Treatment Plant Operator	6320	6509	6706	6906	7113	7327	7547

Appendix B

DEFINITIONS

- **Department** = The entire Public Works Department, including the Operations & Maintenance and Engineering work groups, which contains employees both outside of and within the AFSCME Bargaining Unit all reporting to the Public Works Director.
- **Division** = Individual work groups within the Operations & Maintenance Division of the Department broken up by major work categories including: Parks/Cemetery; Streets, Stormwater; Water/Sewer; Wastewater Treatment Plant; Equipment Rental; Facilities; and Solid Waste.
- **On-Call Employee** = Employees who are required to be readily dispatched and required to report to work during non-business hours. The *On-Call Employee* shall be the only employee receiving the On-Call Allowance provided for in Section 14.8.
- **Call-Back** = When any employee, including the On-Call Employee, reports to work outside of their regular working shift and the employee was unaware of the need to report to work at the end of the previous shift.
- **Continuation of Work Day** = When an employee is advised during their regular work shift that there is a need to continue working through the end of and immediately after an employee's regular work shift.
- **Scheduled Overtime** = The Employer knows in advance that overtime will be required and notifies the bargaining unit of the opportunity. Scheduled Overtime is not connected to the employees regular work shift and will typically occur with more than 24 hours' notice.
- Overtime Situations
 - **Scheduled Overtime**
 - **General** = Employees shall receive a minimum of 2 hours overtime pay at 1.5x their regular rate of pay. (Examples: 1) The employee works 1 hour, but will receive 2 hours overtime pay; or 2) The employee works 3 hours and will receive 3 hours overtime pay.)
 - **Second Day of Rest** = Overtime on the scheduled second day of rest for full-time employees will be paid Double Time. An employee who has been offered and refused to work on the employee's first

scheduled day of rest will be paid at the rate of one-and-one-half (1 1/2) times their normal rate for hours worked on the second day of rest.

- **Events** = Employees shall receive a minimum of 2 hours overtime pay at 1.5x their regular rate of pay. Scheduled Overtime for any Event on a full-time employee's scheduled second day of rest will be paid Double Time.
 - **Holidays** = Employees working on a holiday shall receive Double Time for all hours worked.
- **Continuation of Work Day** = Employees will receive one-and-one-half (1½) times their regular rate of pay for actual hours worked immediately after their regularly scheduled work shift.
- **Call-Backs**
- **Call-Back (for any Employee)** = Employees shall receive one-and-one-half times (1½) their regular rate of pay for two (2) hours plus actual hours worked for each Call-Back. Additional Call-Backs on the same day shall be paid at two (2) hours plus actual hours worked at the appropriate rate provided the employee has left the City Shop/Facilities. If an employee has not left the premises when the second Call-Back notice is received, the time worked shall be considered a continuation of the first call. Any employee on their second day of rest will receive double time for all actual hours worked.
 - **Holidays** = Any employee, including the On-Call Employee, who gets Called Back to work on a Holiday shall receive overtime pay at two (2) times their regular rate of pay.