



City Council Regular Meeting Agenda Tuesday, January 18, 2022, 7:00 PM REMOTE MEETING PARTICIPATION

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 Participate Remotely:

OPTION 1 – Video & Audio *(able to public comment)*

Use Zoom app: Meeting ID – 936 6810 1356; or click <https://zoom.us/j/93668101356>

OPTION 2 – Audio only *(able to public comment)*

By phone: 877-853-5257, Meeting ID – 936 6810 1356

OPTION 3 – Observe video & audio *(no public comment)*

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

For Public Comment:

1. On Zoom app – click Raise Hand icon
2. On phone – hit *9 to “raise hand”
3. Or, email publiccomments@cityofcamas.us (400 word limit); routes to Council

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENTS

CONSENT AGENDA

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

1. [January 3, 2022 City Council Regular and Workshop Meeting Minutes](#)
2. Automated Clearing House and Claim Checks Approved by Finance Committee
3. [Haight Reservoir Slope Stability Analysis Professional Services Agreement \(Submitted by Steve Wall, Public Works Director\)](#)
4. \$123,311.36 November 2021 Emergency Medical Services (EMS) Write-off Billings; \$99,412.00 Monthly Uncollectable Balance of Medicare and Medicaid Accounts; \$23,899.36 Ground Emergency Medical Transport funding (Submitted by Cathy Huber Nickerson, Finance Director)

5. \$105,588.09 December 2021 Emergency Medical Services (EMS) Write-off Billings; \$86,020.46 Monthly Uncollectable Balance of Medicare and Medicaid Accounts; \$19,567.63 for Ground Emergency Medical Transport funding (Submitted by Cathy Huber Nickerson, Finance Director)
6. \$4,868.18 Unpaid Final Utility Bill Write-off from Previous Property Owner (Submitted by Cathy Huber Nickerson, Finance Director)

NON-AGENDA ITEMS

7. Staff
8. Council

MAYOR

9. Mayor Announcements

MEETING ITEMS

10. [2022-2024 Collective Bargaining Agreement between City of Camas and OPEIU, Local 11](#)
[Presenter: Jennifer Gorsuch, Administrative Services Director](#)
[Time Estimate: 5 minutes](#)

PUBLIC COMMENTS

ADJOURNMENT



City Council Workshop Minutes - Draft
Monday, January 03, 2022, 4:30 PM
REMOTE MEETING PARTICIPATION

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

CALL TO ORDER

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

ROLL CALL

Present: Council Members Greg Anderson, Marilyn Boerke, Bonnie Carter, Tim Hein, Leslie Lewallen and Shannon Roberts

Excused: Council Member Don Chaney

Staff: Bernie Bacon, Jennifer Gorsuch, Cathy Huber Nickerson, Mitch Lackey, Trang Lam, Shawn MacPherson, Robert Maul, Bryan Rachal, Heather Rowley, Jeff Swanson, Nick Swinhart, Connie Urquhart and Steve Wall

Press: Kelly Moyer, Camas-Washougal Post-Record

PUBLIC COMMENTS

Randal Friedman, Camas, commented about the GP Mill Clean Up Advisory Committee.

WORKSHOP TOPICS

1. Haight Reservoir Slope Stability Analysis
Presenter: Steve Wall, Public Works Director

This item will be placed on the January 18, 2022 Consent Agenda for Council's consideration.

2. Asset Management Demystified
Presenter: Steve Wall, Public Works Director

Wall reviewed the Asset Management Presentation. Discussion ensued.

3. Draft Resolution Amending Resolution No. 20-005 Related to Public Comments
Presenter: Jeff Swanson, Interim City Administrator

A revised draft will be placed on a future Workshop for further discussion.

4. Buying American Discussion
Presenter: Jeff Swanson, Interim City Administrator

A city policy reflecting a preference to buy American-made products will be drafted and placed on a future workshop agenda.

5. Staff Miscellaneous Updates
Presenter: Jeff Swanson, Interim City Administrator

Huber Nickerson commented about a refinanced bond; Gorsuch commented about labor negotiations; Lam commented about the EatWell Camas community garden; Wall commented about the recent storm events and holiday service impacts; Swanson commented about COVID and City staffing.

COUNCIL COMMENTS AND REPORTS

Due to time constraints, Council comments and reports were provided at the January 3, 2022 Regular Meeting.

PUBLIC COMMENTS

John Svilarich, Camas, commented about the Haight Reservoir agenda item.

ADJOURNMENT

The meeting adjourned at 6:29 p.m.



City Council Regular Meeting Minutes - Draft
Monday, January 03, 2022, 7:00 PM
REMOTE MEETING PARTICIPATION

NOTE: Please see the published Agenda Packet for all 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 Greg Anderson, Marilyn Boerke, Bonnie Carter, Tim Hein, Leslie Lewallen and Shannon Roberts

Excused: Council Member Don Chaney

Staff: Bernie Bacon, Jennifer Gorsuch, Cathy Huber Nickerson, Mitch Lackey, Trang Lam, Shawn MacPherson, Robert Maul, Bryan Rachal, Heather Rowley, Jeff Swanson, Nick Swinhart, Connie Urquhart and Steve Wall

Press: Kelly Moyer, Camas-Washougal Post-Record

PUBLIC COMMENTS

Dan Durringer, Camas, commented about form of government.

CONSENT AGENDA

1. December 20, 2021 Camas City Council Special Meeting Minutes
2. \$636,562.25 Automated Clearing House and Claim Checks Numbered 149585 to 149677 including CAP program checks issued 12/30/2021 and November Excise Tax Payment;
\$3,071,037.28 Automated Clearing House, Direct Deposit and Payroll Check Numbered 7929 and Payroll Accounts Payable Checks Numbered 149577 to 149584

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

NON-AGENDA ITEMS

3. Staff

There were no updates from staff.

4. Council

Lewallen attended meetings with the Regional Transportation Commission (RTC), the Veterans of Foreign Wars (VFW), and with City staff.

Carter and Anderson attended an equity discussion with the Downtown Camas Association (DCA).

Roberts attended the Planning Commission meeting, commented about the Camas Police Department body worn cameras, Christmas tree recycling, the Camas and Washougal senior citizen breakfast, and proposed discussing a community pool.

Hein met with City staff and proposed discussing current fire equipment and community development.

Mayor commented about the proposed topics and discussion ensued.

Boerke commented about labor negotiations and joining the City Council.

Anderson welcomed Boerke, thanked Public Works staff for their efforts during the storm events, and proposed an equity advisory commission as a future workshop topic.

MAYOR

5. Mayor's Announcements

Mayor commented about COVID, staff working and meeting remotely, and the EatWell Camas community garden.

6. Mayors Appointments

It was moved by Council Member Boerke, and seconded, to confirm the Mayor's Appointment to the Design Review Committee as presented. The motion carried unanimously.

It was moved by Council Member Carter, and seconded, to confirm the Mayor's Council Appointments as presented. The motion carried unanimously.

MEETING ITEMS

There were no meeting items.

PUBLIC COMMENTS

No one from the public wished to speak.

EXECUTIVE SESSION

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

The Council met in an Executive Session regarding potential litigation per RCW 42.30.110. Mayor recessed the regular meeting at 7:25 p.m. It was held via online ZOOM application.

Elected officials present were: Mayor Hogan and Council Members Anderson, Boerke, Carter, Lewallen, Hein, and Roberts. Others present were City Attorney Shawn MacPherson, Interim City Administrator Jeff Swanson, Interim Community Development Director Robert Maul and Public Works Director Steve Wall. The regular meeting reconvened at 7:57 p.m.

ADJOURNMENT

The meeting adjourned at 7:57 p.m.



CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT

616 NE 4th Avenue
 Camas, WA 98607

HAIGHT RESERVOIR – SLOPE STABILITY ANALYSIS

THIS AGREEMENT is entered into between the **City of Camas**, a municipal corporation, hereinafter referred to as "the City", and **Stantec Consulting Services, Inc.** hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. Project Designation. The Consultant is retained by the City to perform professional services in connection with the project designated as the **Haight Reservoir – Slope Stability Analysis**.
2. Scope of Services. Consultant agrees to perform the services, identified on **Exhibit "A"** attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
3. Time for Performance. Consultant shall perform all services and provide all work product required pursuant to this agreement by no later than **December 1, 2022** unless an extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of this Agreement.
4. Payment. The Consultant shall be paid by the City for completed work and for services rendered under this agreement as follows:
 - a. Payment for the work provided by Consultant shall be made as provided on **Exhibit "B"** attached hereto, provided that the total amount of payment to Consultant shall not exceed the amounts for each task identified in **Exhibit "A"** (Scope of Services) inclusive of labor, materials, equipment supplies and expenses. Consultant billing rates are attached as **Exhibit "C"**.
 - b. The consultant may submit vouchers to the City once per month during the progress of the work for payment for project completed to date. Vouchers submitted shall include the Project Number designated by the City and noted on this agreement. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.
 - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.
 - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
 - e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and of the State of Washington for

a period of three (3) years after final payment. Copies shall be made available upon request.

5. Ownership and Use of Documents. All documents, drawings, specifications, electronic copies and other materials produced by the Consultant (hereinafter "Work Product") in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors. The City agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any reuse or modification of the Work Product by the City or any person or entity that obtains the Work Product from or through the City.
6. Compliance with Laws. Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement. Compliance shall include, but not limited to, 8 CFR Part 274a – Control of Employment of Aliens, § 274a.2 Verification of identity and employment authorization.
7. Indemnification. Consultant shall indemnify and hold the City of Camas, its officers, officials, and employees harmless (but will not defend) from any and all injuries, damages, or losses including reasonable attorney fees, to the extent caused by the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the negligence of the City.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the negligence of the Consultant and the City, its officers, officials, and employees, , the Consultant's liability, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. Consultant's Liability Insurance.
 - a. Insurance Term. The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
 - b. No Limitation. Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
 - c. Minimum Scope of Insurance. Consultant shall obtain insurance of types and coverage described below:
 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000.00 per accident. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000.00 each occurrence, \$2,000,000.00 general aggregate. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
 3. Professional Liability insurance appropriate to the consultant's profession. Professional Liability insurance shall be written with limits no less than \$2,000,000.00 per claim and \$2,000,000.00 policy aggregate limit.
 4. Workers' Compensation coverage as required by Industrial Insurance laws of the State of Washington.
 5. Verification. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, showing the City of Camas as a named additional insured, evidencing the Automobile Liability and Commercial General Liability of the Consultant before commencement of the work.
- d. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect to the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
 - e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
 - f. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.
 - g. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
 - h. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
 - i.
9. Independent Consultant. The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for

contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.

10. Covenant Against Contingent Fees. The Consultant warrants that he/she has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
11. Discrimination Prohibited. During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:
- Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)
 - Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)
 - Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)
 - Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)
 - Civil Rights Restoration Act of 1987
(Public Law 100-259)
 - Americans with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et. seq.)
 - 49 CFR Part 21
 - 23 CFR Part 200
 - RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the Consultant is bound by the provisions of **Exhibit "D"** attached hereto and by this reference made part of this Agreement, and shall include the attached **Exhibit "D"** in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

12. Confidentiality. The Contractor agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Contractor agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City. The restrictions on the use and disclosure of the confidential information shall not apply to information which (a) was known to the Contractor before receipt of same from the City; or (b) becomes publicly known other than through the Contractor; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order, but only to the extent required to comply with the said requirements of the government authority or judicial order.
13. Work Product. All work product, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by the Contractor while performing the Services shall belong to the City, upon full payment of all monies owed to the Contractor under this Agreement. Upon written notice by the City during the Term of this Agreement or upon the termination or cancellation of this Agreement, the Contractor shall

deliver all copies of any such work product remaining in the possession of the Contractor to the City.

14. Certification Regarding Debarment, Suspension, or Ineligibility and Voluntary Exclusion—Primary and Lower Tier Covered Transactions.

- a. The Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 6. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.
 7. Have not within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 8. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this section; and
 9. Have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.
- b. Where the Contractor is unable to certify to any of the statements in this contract, the Contractor shall attach an explanation to this contract.
- c. The Contractor agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the BOARD.
- d. The Contractor further agrees by signing this contract that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Lower Tier Covered Transactions

1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
- e. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the BOARD for assistance in obtaining a copy of these regulations.

15. Intellectual Property.

- a. Warranty of Non-infringement. Contractor represents and warrants that the Contractor is either the author of all deliverables to be provided under this Agreement or has obtained and holds all rights necessary to carry out this Agreement. Contractor further represents and warrants that the Services to be provided under this Agreement do not and will not infringe any copyright, patent, trademark, trade secret or other intellectual property right of any third party.
- b. Rights in Data. Unless otherwise provided, data which originates from this Agreement shall be a "work for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the City. Data shall include, but not be limited to reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, films, tapes, and sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.
16. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.
17. Non-Waiver. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.
18. Conflict of Interest. It is recognized that Contractor may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor's selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.
19. City's Right to Terminate Contract. The City shall have the right at its discretion and determination to terminate the contract following ten (10) calendar days written notice. The consultant shall be entitled to payment for work thus far performed and any associated expenses, but only after the city has received to its satisfaction the work completed in connection with the services to be rendered under this agreement.
20. Notices. Notices to the City of Camas shall be sent to the following address:
 Steve Wall
 City of Camas
 616 NE 4th Avenue
 Camas, WA 98607
 PH: 360-817-7899
 CELL: 360-624-2763
 EMAIL: swall@cityofcamas.us
- Notices to Consultant shall be sent to the following address:
 Dick Talley, PE
 Stantec Consulting Services, Inc.
 601 SW Second Avenue, Suite 1400
 Portland, Oregon 97204
 PH: 503-220-5423
 EMAIL: richard.talley@stantec.com
21. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior

negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Consultant. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision herof and such other provisions shall remain in full force and effect.

- 22. Arbitration Clause. If requested in writing by either the City or the Contractor, the City and the Contractor shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by first entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration.in the Portland USA&M office in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The artibrator’s decision shall be final and legally binding and judgment be entered thereon.

Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator’s award, or fails to comply with the arbitrator’s award, the other party is entitled to costs of suit, including reasonable attorney’s fee for having to compel arbitration or defend or enforce award.

- 23. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.
- 24. Venue. The venue for any dispute related to this Agreement or for any action to enforce any term of this Agreement shall be Clark County, Washington.
- 25. Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law or in equity.
- 26. Counterparts. Each individual executing this Agreement on behalf of the City and Consultant represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counter-parts, which counterparts shall collectively constitute the entire Agreement.

DATED this _____ day of _____, 2021.

CITY OF CAMAS:

CONSULTANT:
Authorized Representative

By _____

By _____

Print Name _____

Print Name Dick Talley

Title _____

Title Vice President and Area Manager

EXHIBIT “A” SCOPE OF SERVICES

Background and Understanding

Haight Reservoir is located near the center of the City of Camas (City). It is bound on the east by NW 12th Circle and NW 12th Avenue. The surface area of the dam is approximately 2 acres and impounds water with an earthen dam.

The dam falls under the jurisdiction of the Washington Department of Ecology (Ecology) Dam Safety Division. Ecology conducted an inspection in August of 2019 and identified several deficiencies as documented in the letter from Ecology to the City dated March 31, 2020. The City has requested that Stantec provide services to address item3) Main Dam and Saddle Dam Embankment Stability of this Ecology Inspection summary letter.

City agrees that Stantec assumes no responsibility for, and makes no representation or warranty, express or implied, that, such facilities are safe or is without latent defects or deficiencies. Consultant disclaims any liability for any latent defects or deficiencies which are not reasonably discoverable under generally accepted industry standards or that should reasonably have been identified pursuant to other applicable inspection criteria. Any assessments of the facilities are limited in terms of accuracy to the time, scope and purpose for which the assessment was prepared.

Stantec has prepared the following scope of services to accomplish the aforementioned goals and objectives and further has determined the following tasks are necessary to complete the work.

- Task 1 – Geotechnical Field Investigations
- Task 2 - Slope Stability Analysis
- Task 3 – Project Management

1.0 Task 1 – Geotechnical Field Investigations

1.1 Task Specific Objective

Complete field drilling, sampling and analysis of the embankment to determine soil characteristics needed for conducting a slope stability analysis.

1.2 Task Specific Services and Assumptions

Drill two (2) drill holes at the locations shown generally in **Figure 1**, the hole layout is intended to fill in gaps between pre-construction holes on each side of the overflow spillway.

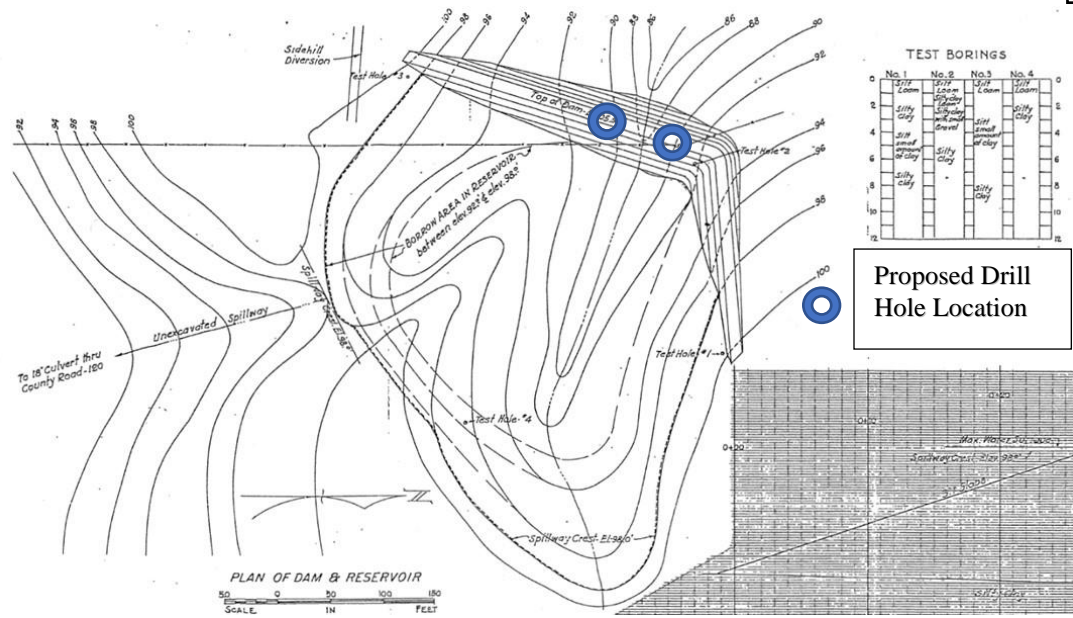


Figure 1: Proposed bore hole locations – Haight Reservoir

The holes will be advanced from the crest of the main dam through its embankment and extend about 20 feet below the embankment/cutoff trench foundation. A track-mounted drill rig will access the hole locations and use continuous flight hollow-stem augers to advance the holes to each Standard Penetration Test (SPT) test interval. Water will be routinely introduced into the hollow stem augers to be equal to or several feet above the static water level encountered in the borings and a center-plug bit will be used in the hollow stem augers while advancing the holes.

SPTs will be performed every 2.5 feet within the embankment and seepage cutoff trench. SPTs will be performed every 5 feet once the foundation contact is encountered in the boring. In addition to soil samples obtained from the SPTs, 2 thin-walled Shelby Tube samples will be attempted in each hole within the embankment material to obtain relatively undisturbed soil samples for strength testing. Within the foundation material, a thick-walled ring sampler with brass liners will also be advanced through the material to obtain relatively intact samples for laboratory testing.

Holes will be field-logged by a Stantec field representative and soil descriptions will be based in the field on visual and manual procedures. Final logs will be developed upon completion of laboratory testing.

Each hole created will be backfilled with cement-bentonite grout mixture tremie-placed from the bottom of the hole. Cuttings will be containerized and disposed of properly off-site. No instrumentation (such as open standpipe piezometers) will be installed.

In addition to these two drill holes, up to six (6) shallow (less than 5 feet) holes will be advanced from the dam crest using a 6-inch solid stem auger to obtain

disturbed “grab samples” of the main and saddle dam embankments to additionally characterize the soil materials types used to construct each structure. Soil samples obtained from the drilling investigation will be tested in a soils laboratory for soil index testing and soil engineering properties (strength testing only). The following laboratory testing schedule (**Table 1**) is currently planned and will be updated upon completing the field investigation.

Table 1 Planned Soil Laboratory Testing Schedule

Analysis	Quantity
In-Situ Moisture Content	10
In-Situ Moisture Content and Unit Weight	6
Atterberg Limits	6
Gradation (including hydrometer)	4
Percent Passing No. 200 Sieve	6
Three-Point TxCU/pp	3
TxUU	6

1.3 Task Specific Deliverables

A. Drill hole logs (2)

1.4 Task Specific Period of Performance

- A. Field Services - April 1 to April 15, 2022
- B. Lab Testing - April 15 to May 15, 2022
- C. Drill hole logs - May 15 to June 1, 2022

2.0 Task 2 – Slope Stability Analysis

2.1 Task Specific Objective

Conduct slope stability and analysis and prepare report.

2.2 Task Specific Services and Assumptions

Stability analyses will be performed on 2-D cross sections of the main dam and the saddle dam. The cross section analyzed for the main dam will be at the maximum height of the dam, currently assumed to be about 12 feet height (crest to downstream toe). The modeled cross section geometry will be based upon field measurements performed by Stantec along the cross section using field tape, survey staff, and hand-level. Information from previous surveys performed by the Department of Ecology for the 2019 Periodic Inspection Report will also be cross-referenced in developing the model geometry.

The stability analyses will be performed using the SLOPE/W suite of the Geostudio computer software package. SLOPE/W will perform limit equilibrium,

method of slices analyses using Spencer’s Method that is capable of satisfying equilibrium of both moment and shear forces between slices. The following loading conditions will be analyzed: long-term steady state seepage, rapid drawdown, flood condition, and seismic. A phreatic surface through embankment will be estimated and used in the analysis based on engineering judgement to reflect the water level during steady-state and flood seepage conditions. Flooding loading condition will be based upon reported values of maximum reservoir elevations estimated by Ecology in their preliminary hydraulic analysis of the overflow spillway.

A simplified seismic deformation analysis will be performed for the seismic loading condition. Procedures outlined by Makdisi and Seed in 1977 (“A Simplified Procedure for Estimating Earthquake-Induced Deformations in Dams and Embankment”) will be used calculate estimates of crest deformation during the selected earthquake ground motions. The ground motions (earthquake magnitude and peak ground acceleration) to be used in the analysis will be based on published USGS open reports presenting ground motions associated with annual exceedance probabilities in line with the appropriate Design Step for the dam’s high downstream hazard class (Class 1C). A site-specific seismic hazard analysis is not planned to be performed for the site to obtain these ground motions. However, Stantec will notify the City and advise on them on whether a site-specific probabilistic seismic hazard analysis is warranted prior to finalizing the results.

The results of the field investigation and stability analyses will be reported and evaluated with respect to required criteria presented in the Washington State Department of Ecology Dam Safety Guidelines- Part IV: Dam Design and Construction.

2.3 Task Specific Deliverables

A. Slope Stability Analysis Report for Haight Reservoir

2.4 Task Specific Period of Performance

- A. Prepare draft report - June 1 to July 1, 2022
- B. City Review of draft report - July 1 to July 15, 2022
- C. Finalize and submit report - July 15 to August 1, 2022

3.0 Task 3 – Project Management

3.1 Task Specific Objectives:

The purpose of this task is to provide the administrative, project team management, and financial/schedule management activities associated with performing and completing this task of the project. This task also includes maintaining clear communication with the City to deliver the project.

3.2 Task Specific Services and Assumptions:

Invoices will be submitted on a monthly basis. A project report will accompany each monthly invoice and will detail task and subtask breakdown of cost and hours worked per staff person and percent spent/complete for each task and subtask. This monthly project status report will be included with each submitted invoice.

3.3 Task Specific Deliverables:

- A. Invoices
 - 1. One invoice will be submitted for monthly payment in PDF format.
- B. Project Status Report
 - 1. Submitted monthly with invoice in PDF format.

3.4 Period of Performance:

- A. Notice to Proceed is assumed to be April 1, 2022
- B. Task is assumed to be complete August 1, 2022

Schedule of Activities and Completion

Notice to Proceed	-	April 1, 2022
Task 1 - Geotechnical Field Investigation	-	April 1 – June 1, 2022
Task 2 - Slope Stability Analysis	-	June 1 – August 1, 2022
Task 3 - Project Management	-	April 1 – August 1, 2022

**EXHIBIT “B”
COSTS FOR SCOPE OF SERVICES**

Compensation for this Scope of Work will be on a time and materials basis with a not-to-exceed limit of **\$65,244** utilizing the labor rate schedule shown in **Table C-1** and Other Project Direct Costs shown in **Table C-2** located in Exhibit “C”.

See **Table B-1** for a breakdown of budgeted engineering fees by task.

Task	Hours	Labor Fee	ODC's	Total Fees
Task 1 –Geotechnical Field Investigation	63	\$11,120	\$19,744	\$30,864
Task 2 – Slope Stability Analysis	175	\$31,280	\$0	\$31,280
Task 3 – Project Management	20	\$3,100	\$0	\$3,100
Total Tasks 1 thru 3	258	\$45,500	\$19,744	\$65,244

**EXHIBIT “C”
CONSULTANT BILLING RATES**

**Table C-1
Professional Services Hourly Fee Schedule
Effective January 1 thru December 31, 2022**

Labor Classification	Hourly Billing Rate
Accountant/Admin	\$125
Designer	\$150
Staff Engineer	\$150
Project Engineer	\$175
Senior Engineer	\$195
Discipline Lead	\$235
Project Manager	\$275
Technical Expert	\$275

**Table C-2
Other Project Direct Costs Schedule**

ODC	Project Billing Rate
General Service and Administration (G&A)	12.5%
Sub Consultants	At cost plus G&A
Vehicle Mileage	Based on IRS Allowances for Vehicle Mileage plus G&A
Employee Expense (per diem, lodging and rental cars only)	At cost plus G&A
Reproductions, Copies and Scans	Included in Project Hourly Billing Rates
Health, Safety and Equipment	Included in Project Hourly Billing Rates
CADD	Included in Project Hourly Billing Rates

**EXHIBIT “D”
TITLE VI ASSURANCES**

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agree as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the “REGULATIONS”), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Equal Opportunity Employer:** The CONSULTANT, In all services, programs, activities, hiring, and employment made possible by or resulting from this Agreement or any subcontract, there shall be no discrimination by Consultant or its selection and retention of sub-consultants, including procurement of materials and leases of equipment, of any level, or any of those entities employees, agents, sub-consultants, or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 21, 21.5 and 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT’s obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination of the grounds of race, color, sex, or national origin.
4. **Information and Report:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT’s non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part.

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

The United States Department of Transportation
Appendix A of the
Standard Title VI/ Non-Discrimination Assurances
DOT Order No. 1050.2A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or Limited English Proficiency (LEP) in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or LEP.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

The United States Department of Transportation
Appendix E of the
Standard Title VI/ Non-Discrimination Assurances
DOT Order No. 1050.2A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat.252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
 - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), prohibits discrimination on the basis of sex);
 - Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, prohibits discrimination on the basis of disability; and 49 CFR Part 27;
 - The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), prohibits discrimination on the basis of age);
 - Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123, as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - The Civil Rights Restoration Act of 1987, (PL 100-209), Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38.
 - The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Consent Agenda Item (Verbiage Only)

Haight Reservoir Slope Stability Analysis Professional Services Agreement (Submitted by Steve Wall, Public Works Director)

Verbiage Only templates do NOT get attached to meeting materials or published.



Staff Report

January 18, 2022 Council Regular Meeting

2022-2024 Collective Bargaining Agreement between City of Camas and OPEIU, Local 11

Presenter: Jennifer Gorsuch, Administrative Services Director

Time Estimate: 5 minutes

Phone	Email
360.817.7013	jgorsuch@cityofcamas.us

BACKGROUND: The City and OPEIU Local 11 have been negotiating in good faith since November 2021 on a successor agreement to the prior collective bargaining agreement which expired December 31, 2021. The terms of this agreement have been guided by Council in closed sessions and the agreement has been ratified by Local 11.

SUMMARY: The successor agreement between the City and Local 11 will be a three year contract, through 2024. The contract includes a cost of living increase each year equivalent to the BLS West Region CPI-W (July-July) with a minimum of 2% and a maximum of 4.5%.

EQUITY CONSIDERATIONS:

What are the desired results and outcomes for this agenda item? The desired result is to provide for fair compensation and address contractual obligations with the union.

What’s the data? What does the data tell us? N/A

How have communities been engaged? Are there opportunities to expand engagement?
N/A

Who will benefit from, or be burdened by this agenda item? The employees and the city will benefit from the ability to recruit and retain employees.

What are the strategies to mitigate any unintended consequences? N/A

Does this agenda item have a differential impact on underserved populations, people living with disabilities, and/or communities of color? Please provide available data to illustrate this impact. N/A

Will this agenda item improve ADA accessibilities for people with disabilities? N/A

What potential hurdles exists in implementing this proposal (include both operational and political)? N/A

How will you ensure accountabilities, communicate, and evaluate results? N/A

How does this item support a comprehensive plan goal, policy or other adopted resolution? N/A

BUDGET IMPACT: The overall budget impact over the three year period is estimated to be approximately \$150k.

RECOMMENDATION: Staff recommends Council authorize the Mayor and Interim City Administrator to sign the three year agreement with OPEIU, Local 11.

AGREEMENT

BY AND BETWEEN

CITY OF CAMAS - CAMAS PUBLIC LIBRARY

AND THE

**OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 11
AFL-CIO**

JANUARY 1, 2022 – DECEMBER 31, 2024

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THIS AGREEMENT is made and entered into this 1st day of January, 2022, by and between the City of Camas, Camas, Washington, hereinafter referred to as the "Employer," and the Office & Professional Employees International Union, Local 11, AFL-CIO, chartered by the Office & Professional Employees International Union, AFL-CIO, hereinafter referred to as the "Union."

PREAMBLE

WHEREAS, it is the purpose of this Agreement to achieve and maintain a high level of performance in the operation of the Camas Public Library together with promoting efficiency, productive initiative and harmonious relations between the Employer and the Union, and to provide for the rights, well-being, and security of the parties involved, and

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

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

ARTICLE 1 – RECOGNITION

The Employer agrees to recognize the Union as the sole collective bargaining agent for the full-time and part-time employees of the Camas Public Library in the following classifications:

- Administrative Support Assistant
- Library Associate
- Library Assistant
- Youth Services Librarian
- Library Aide
- Circulation Services Specialist
- Programming and Outreach Coordinator

All supervisory and confidential employees including the Technology and Collections Manager are excluded.

New position classifications will be discussed at the Joint Labor/Management Committee (JLMC) for clarification on their bargaining unit status.

ARTICLE 2 – UNION SECURITY

2.1 The Employer and the Union agree that the terms of this Agreement apply equally to all employees covered within the bargaining unit. Any bargaining unit employee may authorize the Employer to deduct from the employee’s pay the amount of Union membership dues charged by the Union for representation and services provided by the Union. This authorization must be in writing and forwarded to the payroll department.

Any bargaining unit employee who does not want to be a member of the Union, but who nonetheless wants to pay for the services provided by the Union, has the voluntary option to pay fair share fees in an amount equal to membership dues. Any member of the bargaining unit may authorize the Employer to deduct from the employee's pay voluntarily fair share fee in an amount equal to Union dues charged by the Union. This authorization must be in writing and forwarded to the payroll department.

- 2.2 The Employer agrees to notify the Union of all new employees hired into positions covered by this Agreement within thirty (30) days of their employment to present to them a new member packet and proper documentation regarding representation in accordance with all applicable laws and statutes.
- 2.3 Nothing in the above sections will interfere with the employee's rights under RCW 41.56.122 of the Public Employee's Collective Bargaining Act.
- 2.4 The Union agrees to defend, indemnify, save and hold the City of Camas harmless from, for and against any and all claims arising from the application of this Article.

ARTICLE 3 – CHECK-OFF OF DUES

- 3.1 The Employer agrees to deduct voluntary Union dues or voluntary fair share fees from the wages of each employee as qualified in Section 3.2 below. The Employer agrees to forward such dues to the office of the Union monthly.
- 3.2 The Union upon completion of the new employee presentation shall provide the Employer a copy of the voluntary dues deduction forms, voluntary fair share fees deduction forms or opt out forms for those employees who do not want to be Union members.

ARTICLE 4 – WORK SCHEDULE

- 4.1 Eight (8) consecutive hours, excluding the lunch period, shall constitute a day's work. The normal lunch period shall be one (1) hour. The normal work week will consist of up to forty (40) hours of work in a seven (7) day work period. For library employees, the normal work week may include non-consecutive work days, Monday through Saturday. The Employer can schedule employees to work non-consecutive work days (Examples of the scheduling are inclusive of working Monday through Thursday, Friday off, and working Saturday). Employees may work on Sundays provided that there is prior approval from the Library Director. Changes to work schedules shall be in accordance with Section 4.4 to this Article.
- 4.2 Each employee shall receive a maximum of two (2) fifteen (15) minute relief periods including transit time in each day's work schedule except in cases of emergency. The first relief period will normally occur prior to lunch, and the second relief will occur after lunch during the employees' work shift.

- 4.3 Full-time employees attending out of town training lasting less than 6 hours, including travel time, shall return to their worksite or work from home with their supervisor's approval. Part-time employees shall work with their supervisor for approved scheduling.
- 4.4 The Employer will normally provide two (2) weeks' notice of a schedule change except in cases of emergency in which case no notice is required. Schedules may change within the two (2) week window with the consent of the impacted employee(s).
- 4.5 Each member of the bargaining unit may be allowed to exchange shifts with other members when the change is not detrimental to the best interests of the Employer as determined by and subject to the approval of the Library Director or the Library Director's designee.
- 4.6 In accordance with the provisions of Article 31.2 the work week for classifications in the bargaining unit may be adjusted to four (4) consecutive ten (10) hour days, exclusive of the meal period. Under this work schedule, overtime shall be paid for work in excess of a ten (10) hour work day or forty (40) hours in a work week. Additionally, employees or the Library may propose alternative work schedules within the limits of a maximum forty (40) hour per week schedule and such schedules may be established by mutual agreement of the Union and the Library. No alternative schedule is permitted which would result in the payment of overtime for hours worked during the regular shift, to accommodate this flex-time provision.

ARTICLE 5 – OVERTIME

- 5.1 All work performed in excess of eight (8) hours per day (except as noted in 4.6) and/or forty (40) hours per week shall be paid for at the rate of one and one-half (1.5) times the regular rate of pay.
- 5.2 Call-backs shall be compensated at a minimum of two (2) hours at the overtime rate of pay. A call back is defined as having returned to your worksite outside of the employee's regular work shift.

5.2.1 Emergent and Unavoidable Callback – Split Shift. This Section is intended to address intermittent schedule changes due to emergent and unavoidable circumstances. Emergent circumstances are unforeseeable situations that include unpredictable or unavoidable occurrences at unscheduled intervals with regard to those employees scheduled to work an evening shift who call in unable to report to work due to illness, weather related incidents or other unforeseen incidents.

- (a) An employee who is asked by the Library Director or the Library Director's designee to cover an emergent or unavoidable circumstance callback shift shall work a six (6) hour shift from 9:00 a.m. – 12:00 p.m. and return to complete their shift for 6:00 p.m. – 9:00 p.m. The employee shall receive two (2) additional hours of compensation at their regular rate of pay for a total of eight (8) hour shift. The specific hours (9:00 a.m. – 12:00 p.m., etc.) used in this Section are examples only. Any shift could be split to ensure coverage.

- (b) Assignments for emergent or unavoidable circumstances callback duty shall be made from a list of employees on a seniority base rotation.
 - (c) The City shall prohibit taking any adverse action against an employee for his or her refusal to work an emergent or unavoidable circumstance callback.
- 5.3 Any employee may elect to accrue compensating time off at the rate of time and one-half (1.5) in lieu of overtime payments up to a maximum accumulation of three (3) work weeks. The use of said compensatory time off is subject to the prior approval of the Library Director or the Library Director's designee.

ARTICLE 6 – HOLIDAYS

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

New Year's Day

Presidents Day

Martin Luther King Day

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Day After Thanksgiving*

Christmas Day

Three (3) Floating Holidays (To be used prior to December 31st of the current year)

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

- 6.2 The date of observance of the holidays shall be the date on which the City of Camas, by law, observes those holidays, provided that whenever one of the above holidays falls on a Sunday, the following Monday shall be observed as the holiday.
- 6.3 Holidays paid for but not worked shall be recognized as a shift worked for the purpose of determining weekly overtime.
- 6.4 Any employee who has worked the employee's shift or who is on authorized sick leave the day prior to, or immediately after, a holiday will receive their normal rate of pay.
- 6.5 Any employee who is 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.
- 6.6 Any employee who is 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.

- 6.7 Any employee who covers a full-time shift 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 the public health, safety or general welfare or for reasons of emergency in which case the employee shall not be entitled 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. If the Christmas Day holiday is observed on December 24, this benefit does not apply.
- 6.8 Any employee who is required to work on any of the holidays listed in Section 6.1 shall be compensated at the rate of one and one-half (1.5) times their regular rate of pay in addition to their holiday pay. By mutual agreement an employee may choose to take another day off in lieu of holiday pay.
- 6.9 Newly hired employees shall be entitled to a pro-rata share of the three "floater" holidays, based on the part of the year that the employee is employed.

ARTICLE 7 – VACATIONS

- 7.1 Paid annual vacation accrual shall begin at the date of hire. Vacation accrual may be taken as earned according to the following schedule:

<u>Length Of Service</u>	<u>Hours Per Year</u>	<u>Hours Per Month</u>
0 – 1 year	96	8
2 – 4 years	108	9
5 – 9 years	120	10
10 – 14 years	156	13
15 – 19 years	180	15
20 and more years	216	18

Maximum vacation days to carry over: All bargaining unit employees shall be entitled to accumulate and carry over into the following year a maximum of four hundred (400) hours. Any accumulated vacation time in excess of the four hundred (400) hours on January 1st shall be forfeited.

- 7.2 All part-time employees shall accrue vacation at the same rate as full-time employees but in proportion to the number of hours worked.
- 7.3 Employees shall choose vacation by seniority and may schedule their vacation any time upon approval of the Library Director or the Library Director’s designee.
- 7.4 An employee not taking their vacation shall not be entitled to extra compensation for having worked during the period for which they were entitled to vacation unless required by the Library Director or the Library Director’s designee and approved by the Employer to do so.
- 7.5 Employees shall receive all accrued vacation at the time of termination including which was earned during the year of termination.

- 7.6 Holidays occurring during an employee's vacation shall not be charged against earned and accrued vacation.

ARTICLE 8 – SICK LEAVE

- 8.1 Employees shall accrue sick leave at the rate of eight (8) hours per month with a maximum accrual rollover limit on December 31st of each calendar year of one thousand forty (1040) hours. Part-time employees working ten (10) or more hours per week shall accrue sick leave at the same rate but in proportion to the number of hours worked.
- 8.2 Employees noted in Section 8.1 above are entitled to use sick leave for only a bona fide illness or injury and as described in Exhibit “B” (RCW 49.46.210) to this Agreement; quarantine due to exposure to contagious diseases; any physical treatment or examination including medical, dental or ocular. Employees shall also use sick leave for the employee’s family as described in Exhibit “B” to this Agreement, 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 and as described in Exhibit “B” to this Agreement.
- 8.3 Employees entitled to sick leave who have exhausted their sick leave accrual may use accrued vacation.
- 8.4 Time off for medical purposes shall be charged against sick leave for actual time used only.
- 8.5 The City agrees to adhere to any provisions covered under the Family Medical Leave Act (FMLA), the Washington Family Care Act, Washington State Paid Family and Medical Leave Program and the Americans with Disabilities Act (ADA).
- (a) Maternity leave shall be granted for disabilities caused by pregnancy, miscarriage, abortion or childbirth.
 - (b) Employees on maternity leave may use their accrued sick leave or vacation, or leave without pay not to exceed three (3) months which may be extended three (3) additional months by the Employer upon validation of need by a doctor's medical verification.
 - (c) The City will offer Paid Family and Medical Leave in compliance with the Washington Paid Family and Medical Leave Program for eligible employees.
 - (d) The City will contribute to the Paid Family and Medical Program based upon the required amount to be contributed by Employers by Chapter 50A.04 RCW. Additionally, the City shall deduct from the employees’ wages the percent of premiums for the Paid Family and Medical Leave Program as permitted by RCW 50A.04.115(3)(b) and (c); which employees will be required to participate in as per RCW 50A.04 the Paid Family and Medical Leave Program.

- (e) Eligibility for leave and benefits is established by Washington law and is therefore independent of this Agreement.
- 8.6 Sickness or disability shall be reported to the Library Director or the Library Director's designee prior to time for commencement of the employee's work day, or as soon thereafter as practicable. An employee must provide the Employer with notice of no less than ten (10) days in advance the use of paid sick leave when it is foreseeable, but best practice should be the employee provides the notice as soon as practicable.
- 8.6.1 **Medical Verification.** The City may require a physician's verification of an illness lasting more three (3) days, of an employee's ability to return to work, and/or of an employee's ability to continue the full performance of his or her duties.
- 8.7 Any employee who has reached their maximum accrual of one thousand forty (1040) sick leave hours, shall be eligible to cash out at straight time, thirty-three percent (33%) of all hours that would have been accrued over the maximum allowed.
- 8.8 The Employer agrees to a maximum sick leave accrual of one thousand forty (1040) hours per calendar year that can be carried over. Employees who have accrued sick leave hours above the maximum accrual amount shall cash out the amount above the maximum accrual allotment of one thousand forty (1040) sick leave hours on December 31st of each calendar year; as per section 8.7 to this Article.
- 8.9 If an employee retires under DRS requirements from the City or in the event of death of current employee, that employee or the employee's beneficiary is eligible to cash out twenty-five (25%) of their sick leave balance at their current straight time rate.
- 8.10 The City of Camas shall administer state and federal laws related to family leave in accordance with those laws and consistent with City personnel policies.
- 8.11 **Family and Medical Leave (FMLA)** Employees who work for the City at least twelve (12) months and have worked one thousand two hundred fifty (1250) hours over the previous twelve (12) months are eligible for up to twelve (12) weeks total of paid or unpaid leave per twelve (12) months period for birth, adoption, foster care of a child or a serious health condition of the employee or immediate family member requiring inpatient care or continuing treatment by a health care provider.

An "immediate family member" is an employee's son, daughter, spouse, legal domestic partner, or parent. A son or daughter is a minor child either under the age of eighteen (18) or eighteen (18) years of age or older but incapable of self-care because of a mental or physical disability. A "serious health condition" is an injury, illness, impairment, physical or mental condition that involves inpatient care or continuing treatment by a health care provider. The City may require certification from a health care provider for leave based on a serious health condition. The disability portion of pregnancy leave is considered a serious health condition for purposes of the Family and Medical Leave Act. The leave would normally end six (6) weeks after a normal birth or eight (8) weeks after a cesarean section.

Employees must provide the City with at least thirty (30) days' notice, if possible before taking such leave or notify the City as soon as practicable. Before going on unpaid leave status for the birth, adoption or foster care of a child an employee is required to use all accrued unused compensatory or floating holidays and all accrued unused vacation leave.

Before going on unpaid leave status for the serious health condition of the employee, spouse, parents or the employee's minor child requiring inpatient or continuing treatment an employee is required to use all accrued unused sick leave, floating holidays, compensatory time and vacation leave.

As required by law, the City 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 City employment after taking leave under this section, the City may recover the cost of any health insurance premiums paid by the City 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.

- 8.12 **Paid Family and Medical Leave (PFML)**. When an employee needs medical leave for themselves or to care for a family member, the employee may apply for Paid Family and Medical Leave (PFML), a new insurance program administered by the Employment Security Department. An employee may charge the employee's sick leave account, or other accrued paid leaves if the employee's sick leave balance is exhausted, for the difference between any compensation received from the Paid Family and Medical Leave Program and the employees' normal pay. The calculation shall be based on the difference between the employee's pay period compensation (rate times pay period hours) minus the benefits received from the Paid Family and Medical Leave Program with Washington State.

The City will offer Paid Family and Medical Leave in compliance with the Washington Paid Family and Medical Leave Program currently scheduled to begin January 1, 2020. The City will contribute to the Paid Family and Medical Program based upon the required amount to be contributed by Employers by Chapter 50A.04 RCW. The City shall deduct from the employees' wages the percent of premiums for the Paid Family and Medical Leave Program as permitted by RCW 50A.04.115(3)(b) and (c) beginning January 1, 2019. Employees will be required to participate in the Paid Family and Medical Leave Program per RCW 50A.04.

ARTICLE 9 – BEREAVEMENT LEAVE

- 9.1 A maximum of three (3) paid working days (consecutive or nonconsecutive) bereavement leave shall be allowed when there is a death in the employee's immediate family or any other member of the immediate household. An additional two (2) days shall be allowed as needed and will be charged to sick leave, vacation leave, comp time, floating holiday or leave without pay at the discretion of the employee.

- 9.2 Recognizing the need for family support, a maximum of two (2) days bereavement leave shall be allowed to attend the funeral or memorial service of aunts, uncles, nieces or nephews of the first generation.
- 9.3 Employees may be excused by the Employer to attend the funeral of deceased fellow employees as leave with pay.
- 9.4 Administrative Services Department will administer bereavement leave for consistency in unique circumstances as they arise.

IMMEDIATE FAMILY –Bereavement leave may be used for qualifying family members in the case of imminent death and for the purposes of this Section eligible family members are:

- a. the spouse, children, parents, brother, sister (or the step, domestic partner and in-law equivalents); the employee’s grandparents, grandchildren, aunts and uncles;
- b. the employee’s domestic partner and children, parents, brother, sister (or the step and in-law equivalents) of the domestic partner (an Affidavit of Domestic Partnership must be on file in the HR-Benefits Department);
- c. other relatives living in the employee’s household.

ARTICLE 10 – JURY DUTY

An employee shall be granted leave with full pay for any regularly scheduled straight-time hours of work missed because he/she was required to be on jury duty. An employee shall endorse any jury fee (excluding mileage and meal allowances) to the City. An employee shall notify the Employer promptly upon receiving notice to report for jury duty by providing a copy of the jury summons. When an employee is excused or dismissed from jury duty, he/she shall promptly report to work.

ARTICLE 11 – OTHER LEAVES

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

During a period of military conflict declared by the President or Congress, an employee who is the spouse or registered domestic partner of a member of the Armed Forces, National Guard or Reserves is entitled to up to fifteen (15) days of unpaid leave while the employee’s spouse or domestic partner is on leave from deployment, or before and up to deployment. (Spousal military leave may also be covered under FMLA leave for a qualifying exigency, although an employee need not meet the more stringent FMLA eligibility requirements 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 twenty (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 the employee's intent to take leave within five (5) business days of receiving official notice that the employee's spouse will be on leave or of an impending call to active duty. The employee may substitute any available accrued leave for any part of this family military leave.

- 11.2 **Unpaid Leave/Leave of Absence.** The Employer may grant an employee a leave of absence without pay for a period not to exceed ninety (90) days. No leave of absence without pay shall be granted except upon written request of the employee. Whenever granted, the leave shall be in writing and signed by the Employer and a copy filed with the Library Director. Upon expiration of a regularly approved leave without pay, the employee shall be reinstated in the position held at the time leave was granted without loss of seniority status, excepting that the time on leave will be deducted from the employee's total service to determine seniority. Failure on the part of the employee on leave without pay to report promptly at the expiration of the leave shall constitute cause for forfeiture of right to reinstatement. The Employer may, in exceptional circumstances, extend leave beyond ninety (90) days.
- 11.3 **Union Business Leave.** Upon written request from the Union, a Union Representative or Steward may be granted time off without pay or any cost to the Employer to conduct bona fide business of the Union. Stewards and Members of the JLMC shall have a reasonable amount of time during their shifts to conduct Camas Public Library Union affairs after first notifying their Supervisor.
- 11.4 **Domestic Violence/Sexual Assault:** The Employer will grant leave in accordance with the City's Domestic Violence/Sexual Assault policy.
- 11.5 **Worker's Compensation:** Worker's Compensation provides partial wage replacement for injured employees.

For the initial ninety (90) calendar days while off duty on a work-related injury/illness, the City will keep the employee on salary and the employee shall turn over to the City any time loss checks received for that period.

After ninety (90) days the employee would be required to use their accrued sick or vacation leave. If an employee elects to use accrued leave while receiving Worker's Compensation benefits the City will pay the employee the employee's regular wages using accrued sick or vacation leave. If an employee elects this option, when the employee receives time loss payments from the Department of Labor & Industries, the employee must turn such payments over to the Finance Department. The Finance Department will use the worker's compensation payment to replenish the employee's sick leave or vacation leave balance that was drawn down at the employee's current hourly wage rate. Comp time is not eligible for buyback and may not be used following a work-related injury or illness while an employee is receiving Worker's Compensation pay.

If an employee chooses not to use sick or vacation leave as a supplement, any time loss payments received by the employee from the Department of Labor & Industries may be kept and their time in the payroll system will be documented as leave without pay.

Light Duty – The City will assign light duty to the employee anywhere in the City, if available and based on doctor approved activities at the time it is approved by the doctor (preferably within the employees own department). Administrative Services would be the point person and would review the doctor’s note and restrictions, work with the department and make a formal offer of light duty work to the employee. If the employee turns down the light duty, no time loss checks will be issued by L& I (as is their policy). The employee would need to use leave for their time off until they were released to full duty or if they accepted the light duty assignment at a later date.

ARTICLE 12 – SENIORITY

- 12.1 In the City of Camas – Camas Public Library seniority for reasons other than layoff or cutbacks shall be calculated as the length of continuous employment of an employee within the bargaining unit. Seniority shall be observed where abilities are substantially equal with respect to promotions, transfers and layoff.
- 12.2 Seniority shall be broken only by resignation, discharge, retirement, layoff of more than twelve (12) months or failure to return in accordance with the terms of a leave of absence or when recalled from layoff.
- 12.3 Part-time employees will receive seniority on a seniority pro-rata basis equal to the calculation utilized by the Washington State Department of Retirement Systems.
- 12.4 Seniority for layoff or cutbacks shall be calculated by the total length of service within the bargaining unit and in accordance with Article 14.3(a) to this Agreement.
- 12.5 Department seniority is defined as the length of employment with the City in one (1) department and seniority used in the selection of vacation and assignments of overtime. Seniority for work schedules shall be in accordance with Article 31 to this Agreement.

ARTICLE 13 – EVALUATIONS, PROMOTIONS, DEMOTIONS AND TRANSFERS

- 13.1 The Library shall implement a semi-annual or annual performance evaluation of each employee. The importance of this process, and the need for its careful consideration in execution, is emphasized. The purpose of the performance review is to maintain a mutual understanding of the Employee and Employer’s role in providing quality and service to the Library; and is a basis for promotions, goal setting, pay step progression (ref. 24.3) and other personnel related action. These evaluations and performance review procedures shall be carried out, and submitted each year, for ultimate review by the City Administrator.

- 13.2 Promotion is hereby defined as a move from a lower position to a higher position and in accordance with Article 24.6 within this Agreement.
- 13.3 Notice of vacant positions may be posted on a simultaneous or internal/external basis and based upon the following guidelines:
- a. All external applications will be collected directly by the Human Resources Department.
 - b. The City shall first review and consider internal applications when reviewing the applicant pool.

Employees may apply for open recruitments and will receive consideration if they meet all required qualifications.

Internal notices shall be posted on all Union bulletin boards with copies to the Union office and Stewards.

- 13.4 An employee may apply for and receive a transfer to a position of another classification with the same position, range, and step. Such transfer may be made upon request of the employee at the discretion of the Employer. Any employee so transferred shall receive the same salary as in the employee's former position; however, all requests must be in writing and agreed to by the Employer.
- 13.5 **Demotion:** Demotion may be used by the Employer if the Employer determines the employee is not performing all the job requirements properly or completely. The Employer will not use demotion in disciplinary actions.
- 13.6 **Lateral Transfers:** This is defined as an employee who voluntarily takes another position of the same pay range. In the event that the employee does not successfully pass the probationary period, such employee shall be reinstated without any loss of seniority or pay, provided the pay rate shall not exceed the normal rate of the subject employee for the position being reinstated into.
- 13.7 **Career Development:** The Employer and the Union agree to address career developments during JLMC meetings and work towards building a career development process for employees to advance in positions at the Camas Library for the term of this Agreement.

ARTICLE 14 – LAYOFFS AND RECALL

- 14.1 The City may layoff an employee based on the elimination of the employee’s position due to lack of work, lack of funds, reorganization, elimination of services/functions or other similar reasons. Additionally, employees may be laid off through displacement by an employee through the bumping procedure outlined in this Agreement. Employees who bump downward or accept vacant positions in a lower class shall be considered laid off from their former classification for the purpose of recall rights under this Article. Forced reduction of hours shall also be considered a layoff.
- 14.2 Two (2) weeks’ notice of such layoffs shall be given as soon as possible before the scheduled layoff.
- 14.2.1 Termination of non-critical employees and consultants within the Camas Public Library.
- 14.2.2 Temporary reduced work hours programs including reduced work weeks and furloughs/ shutdowns.
- 14.2.3 Attrition-based programs such as early retirements and voluntary layoffs.
- 14.2.4 Reduction of paid leave balances or accrual rates.
- 14.3 Application of the principle of seniority shall apply in the case of layoff and reinstatement provided that the remaining employees shall have the skill and ability to do the work as determined in a fair and equitable manner.
- (a) In layoff, the last employee employed shall be the first laid off provided the senior employee is capable of performing the work with skill and ability as determined by the Library Director.
- (b) The last employee laid off shall be given the first opportunity to be reinstated provided however, that such employee has the qualifications and abilities for the position for which he/she is to be reinstated. Any notice of re-employment to an employee who has been laid off shall be made by phone or certified mail. The employee shall keep the Employer advised of the employee’s current address. Failure of such employee to report for reinstatement shall result in loss of seniority.
- 14.4 **Selection and Notice.** Employees who will be separated from City service shall be provided a minimum of two (2) weeks’ notice of such layoffs shall be given as soon as possible before the scheduled layoff or pay in lieu of notice. The Union shall be notified concurrent with notice to employees.

14.4.1 A minimum of ten (10) working days' notice shall be provided to employees who are reassigned to lower classifications. One (1) week minimum notice is required for employees who are reassigned laterally as a result of layoff. No pay in lieu of notice is authorized but reassignments and demotions shall be delayed until the required notice period has been met. The City may use contingent layoff notices to employees whose positions are not being eliminated, but who it determines are subject to being bumped by more senior employees.

14.5 **Recall.** Any employee laid off shall be placed on the recall list; in order of seniority for the classification from which they were laid off; for a period of twelve (12) months.

14.5.1 **Recall Procedure.** Notice of recall shall be sent to the employee by certified mail at the last address reflected in the employee's official personnel file and the employee must respond within fifteen (15) calendar days of the date of the notice. The City may send out multiple recall notices and recall the most senior employee who responds within the allotted time period. An employee shall be allowed to waive one offer but shall otherwise be removed from the recall list for a classification based upon rejection or failure to respond. The employee shall be responsible for notifying the Administrative Services Department of any change in address or telephone number.

14.5.2 **Rights Upon Recall.** Employees who are recalled shall be reinstated with all rights formerly attained including accrued sick leave based upon the following:

- Employees recalled within six (6) months from layoff shall have fifty percent (50%) of accrued sick leave which shall be reinstated.
- Employees recalled with ten (10) years of service or more shall have one hundred percent (100%) of accrued sick leave reinstated.

The seniority date shall be adjusted to reflect the time on layoff but the employee shall otherwise retain all service credit held at the time of layoff. Employees recalled to their former classification shall be appointed to the step and range formerly held and credit toward the next salary anniversary date shall be continued, not including the time on layoff.

14.5.3 Laid-off employees will be offered employment in any available vacancy in a classification for which they have recall rights provided they are fully qualified for the position. In the event there are multiple employees eligible for recall within a classification and multiple positions available, Administrative Services shall coordinate a placement process whereby eligible employees are placed in the most suitable positions based on interest, qualifications and department's needs, provided however that this procedure may not be used to recall a more junior employee in place of a more senior one. The intent of this language is to facilitate voluntary placements within the list of available vacancies and employees who are being recalled. As an alternative to recall available positions may be filled by promotion, transfer or demotion of current employees with mutual agreement of the department, Administrative Services and the applicable Union.

14.5.4 Laid-off employees are eligible for consideration for other positions in the City through the competitive recruitment and selection procedures and shall be allowed to compete as internal candidates for the duration of their recall rights period. Laid-off employees are responsible for making themselves aware of available positions other than those for which they are entitled to recall consideration.

14.6 **Seniority for Layoff.** Seniority for selection of employees for layoff and bumping/reassignment shall be in accordance with Article 12 to this Agreement. The following additional considerations shall apply as warranted:

In the event of a tie in bargaining unit seniority, seniority shall be prioritized as follows:

- 1) Classification Seniority
- 2) City Service Date Seniority.

14.7 **Reassignment and Bumping.**

14.7.1 Employees facing layoff shall be offered reassignment in the order below. No step may be utilized unless there are no available positions in the preceding steps except that the steps may be rearranged as necessary to provide a minimum pay reduction. In all cases the employee must be qualified to perform the duties of the position following a reasonable period of orientation and training. In the event there is more than one qualified candidate for a position, such position shall be offered on the basis of seniority. In bumping situation, the employee may bump only into the position occupied by the least senior employee, not any less senior employee. The order of consideration shall be:

- a. Vacant positions in the classification from which the employee is being laid off.
- b. Vacant positions in former classifications in the bargaining unit.
- c. Bumping across department lines is not permitted.
- d. Bumping the least senior employee and able to perform the duties in this lower classification.

**ARTICLE 15 – HEALTH & WELFARE - DENTAL - VISION - PRESCRIPTION DRUG
PENSION - LIFE INSURANCE**

15.1 The Employer shall offer at least two (2) medical insurance plans for employees and their dependents which include domestic partner.

15.1.1 Employees may opt out of medical coverage per the City of Camas Dual Insurance Incentive Program policy and in accordance to IRC (Internal Revenue Code) Section 125.

- 15.2 The Employer shall provide post-retirement medical insurance from retirement to age sixty-five (65) for the employee only, provided the employee has been employed by the city for a total of ten (10) years and is retiring from the City under the provision of the applicable PERS retirement plan. Coverage for a spouse may be purchased by the employee in accordance with the requirements of the applicable plan. Employees hired after January 1, 1998 as described above shall not be eligible for employer paid post-retirement medical insurance but may participate for themselves and spouse at their own expense for the employee and spouse, consistent with plan requirements.
- 15.3 The Employer shall provide a term life insurance policy for all employees working twenty (20) hours a week or more. The amount of the policy shall be equal to the nearest thousand dollars of the employee’s normal yearly salary exclusive of overtime but not to exceed a maximum of Fifty Thousand Dollars (\$50,000.00).

15.4 Health Insurance: **Kaiser HMO and AWC Regence Health First 250 Plan:**

The Employer will pay medical coverage premiums for employees and dependents. Premium contributions are as follows:

All City of Camas – Camas Public Library employees shall pay fifteen dollars (\$15.00) towards their health care premium paid for by the City of Camas through pre-tax payroll deduction of the total premium cost.

Dependent(s) coverage shall be paid at ninety percent (90%) by the City of Camas and ten percent (10%) shall be paid by the employee through pre-tax payroll deduction of the total premium cost.

The monthly premiums for the plans are as follows:

Regence Health First 250 \$250.00 Deductible	2022 Premiums	Kaiser Permanente \$250.00 Deductible w/a 10% Co- Insurance	2022 Premiums
Employee (EE) only	\$834.50	Employee (EE) only	\$955.87
EE plus Spouse	\$1675.96	EE plus Spouse	\$1886.36
EE plus 1-Dependent	\$1249.02	EE plus 1-Dependent	\$1377.71
EE plus 2 or more Dependents	\$1591.72	EE plus 2 or more Dependents	\$1752.18
EE; Spouse and one Dependent	\$2090.48	EE; Spouse and one Dependent	\$2308.88
EE; Spouse and 2+ Dependents	\$2433.20	EE; Spouse and 2+ Dependents	\$2683.33

- 15.5 For the term of this Agreement, the Employer agrees to pay only the premiums for dental (Delta Dental; Delta Dental Plan F; Willamette Dental fifteen dollar [\$15.00] co-pay and Kaiser Dental five dollars [\$5.00] office co-pay), vision and life insurance plans offered by the Employer. The Employer will continue prescription drug coverage through the medical plan, consistent with the provisions of the medical plan.

- 15.6 In the event insurance companies, brokers and/or administrators of the existing health and welfare plans notify the Employer of changes in benefits structure, the Employer will notify the Union and employees of such changes and these changes will pass through to the membership without negotiations. In the event of a change in the continued availability of such plan and/or any premium cost share increases to the membership, the parties will negotiate these 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 levels. In the event the plans employees are covered under become excessive in premium amount; as defined under State or Federal law; the Union and the Employer agree to meet, negotiate and make decisions about plan design in order to try to avoid any cost associated with the Affordable Care Act (ACA) tax or surcharge.
- 15.7 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 coverages.
- 15.8 Any and all disputes or disagreements and/or claims involving coverage of employees between the insurance company and the employee are not grievable under this contract.
- 15.9 The Employer shall make pension contributions required by statute to the Department of Retirement System (DRS).

ARTICLE 16 – JOINT LABOR/MANAGEMENT COMMITTEE

The Employer and the Union agree to maintain a Joint Labor/Management Committee (JLMC).

JLMC MISSION STATEMENT

The Joint Labor/Management Committee (JLMC) is recognized as a Union/Management partnership. The common mission is to commit to a relationship that promotes a participative and cooperative endeavor between OPEIU Local 11 and the City of Camas-Camas Public Library.

The JLMC acknowledges that both the Union members and the City management team bring value, talent and resources necessary to provide excellent public service to the citizens of the City of Camas.

Through a forum of open communication and cooperation, this mission will result in sustaining and enhancing a quality work environment meeting the future challenges of service to the community.

The JLMC will consist of two (2) members each from labor and management and will be scheduled to meet monthly or as needed. The responsibility of the JLMC will be to address problems, issues or concerns of the bargaining unit or management using the interest-based problem solving process to arrive at consensus agreement.

ARTICLE 17 – DISCIPLINARY PROCEDURES

- 17.1 The Employer may discipline an employee for just cause.
- 17.2 Disciplinary action or measures shall include only the following:
- (a) Verbal reprimand;
 - (b) Written reprimand;
 - (c) Suspension without pay;
 - (d) Discharge.
- 17.3 The parties agree that progressive and escalating levels of discipline are preferable to allow an employee proper notice of misconduct and the opportunity to improve performance. The level or degree of discipline imposed shall be appropriately based on an employee's prior record of service, length of service, severity of offenses and prior record of discipline.
- 17.4 When the Employer determines the circumstances are such that retention of the employee will likely result in the disruption of Employer services, damage to or loss of Employer property or be injurious to the employee, fellow employees or the services provided by the Employer, the Employer may immediately suspend with or without pay, depending on the circumstances. In such cases the facts supporting the circumstances will be made available to the employee by the Employer not later than three (3) working days after the action became effective.
- 17.5 The provisions of this article shall not apply to newly hired employees serving a six (6) month or longer probationary period 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.
- 17.6 The employee and the employee's Union representative with the employee's authorization shall have the right to inspect the full contents of the employee's personnel file. No written reprimand may be placed in the personnel file without the employee having been first notified of said written reprimand and given a copy, with a copy to the Union. An employee who disagrees with the validity of any written reprimand added to the file shall have the opportunity to challenge said written reprimand under the issue resolution procedure herein. The employee shall be required to sign the written reprimand or other disciplinary action acknowledging that they have read the contents of the document.

- 17.7 The 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.
- 17.8 In the event an employee may be subject to disciplinary action up to and including discharge, the Employer will notify the employee of the facts supporting such action and provide the employee with an opportunity to confer with the employee's representative prior to the disciplinary action being finalized. The employee will be provided an opportunity to respond to the facts before the disciplinary action is finalized. If the employee requests the presence of the employee's Union representative they shall be allowed to attend the disciplinary meeting provided scheduling of the meeting is not unreasonably delayed.
- 17.9 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 in lieu of the suspension of pay.

ARTICLE 18 – GRIEVANCE RESOLUTION PROCESS

18.1 **Grievance Procedure**

The objective of this process is to promote open and continuous communication regarding concerns in the workplace and recommendations for improving the quality of work life. This process is established on the premise of trust and mutual respect and is to be used for determining “what’s right” NOT “who’s right”.

The parties agree that every effort should be made to resolve grievances informally with the first level Supervisor or others, as appropriate, and to settle grievances at the lowest possible level. The grievant and/or the Union and the appropriate Employer representative shall meet, if necessary, to attempt to resolve the grievance at any Step.

To facilitate this process, the levels below should be followed in sequence unless inappropriate for the circumstances. Some issues may necessitate meeting more than once at any particular level or obtaining information from additional sources. Each level will be addressed in an expedient manner.

18.2 Filing and Processing Requirements

A grievance may be brought under this procedure by one (1) or more aggrieved employees, or by the Union as a class grievance (hereafter described as “the grievant”). No grievance shall be processed beyond informal process without Union concurrence and representation.

A written grievance shall be signed and dated and indicate the Step at which it is being filed and responses shall address at a minimum, the following points:

- a. The nature of the grievance/response and the facts upon which it is based;
- b. A statement of the specific provision(s) of the Agreement that is (are) the basis of the grievance/response;
- c. The manner in which the provisions have been violated, misapplied or misinterpreted (or in which the provisions supports the response);
- d. The date or dates on which the alleged violation, misinterpretation or misapplication occurred;
- e. The specific remedy sought or offered.

18.3 Timelines

Timelines under this Article (contract violation, receipt of grievance, etc.) shall be that “working days” means Monday through Friday, excluding City observed holidays. Filing and response time limits shall be met by mailing, email, hand delivery or facsimile transmission. Receipt shall be considered to be the date of actual receipt. The time limits prescribed herein may be waived or extended by mutual agreement, in writing, by the Steward or the Union in a class grievance and the appropriate Employer representative at each Step.

A grievance not brought within the time limit prescribed for every Step shall be considered settled on the basis of the Employer’s last decision received by the Steward of the Union. A grievance or complain not responded to by the Employer representative may be moved to the next Step in the procedure.

Scope: Grievances and recommendations that can’t be resolved by the employee and Supervisor.

18.4 Steps.

Step 1. If unable to resolve the grievance informally with the immediate Supervisor the Steward or the Union Representative shall present the grievance in writing to the Supervisor within ten (10) working days of the occurrence or knowledge thereof. This ten (10) day period includes any attempted informal resolution meetings. The Supervisor and the Union, along with the grievant shall meet to discuss the grievance within seven (7) days of receipt of written grievance. The Supervisor must respond in writing to the grievant and the Union within ten (10) working days after the meeting has been held with the Supervisor's official response.

Step 2. If unable to resolve the grievance at Step 1 the Steward or the Union Representative shall submit the written grievance to the department head or their designee within ten (10) working days following the Supervisor's response. The department head or their designee and the Union, along with the grievant shall meet to discuss the grievance within seven (7) days of receipt of written grievance. The department head or their designee shall respond in writing to the grievant and the Union within ten (10) working days after the meeting has been held with the department head or the department head designee's official response. At this Step documented copies shall be sent to Local 11 and the Administrative Services Department.

Step 3. If unable to resolve the grievance at Step 2 the Union Representative or his or her designee shall submit the grievance in writing to the Administrative Services Director within ten (10) working days following the department head or their designee response. The Administrative Services Director shall respond in writing to the grievance within ten (10) working days of receiving the request to either schedule a meeting or submit a response.

18.5 Arbitration

If the grievance cannot be resolved at Step 3 the parties may, by mutual agreement, seek the assistance of the Federal Mediation and Conciliation Service (FMCS) or the Public Employees Relation Commission (PERC) in an attempt to resolve the dispute. The Union shall notify the Employer, in writing of submission to arbitration within ten (10) working days after receipt of the written response in Step 3 above.

In the event that a grievance has not been settled an Arbitrator shall be selected by the Employer and Union Representative from a panel obtained from the FMCS or PERC. The decision of such Arbitrator shall be final and binding upon both parties. The parties shall each pay their own costs and each shall pay one-half (½) of the cost of the service of the Arbitrator and of any other joint costs of the arbitration.

18.6 **Mediation**

As an alternative or supplement to the grievance procedure or for such other purposes the parties may mutually determine, the parties may invoke a mediation process to resolve grievances or other issues between them as provided herein. As contemplated by this Section, mediation involves the use of a third party to serve as a Mediator using contemporary mediation techniques. A decision to utilize a Mediator shall be voluntary by both parties and the Mediator shall be a mutually acceptable FMCS or PERC staff representative.

ARTICLE 19 – NON-REDUCTION OF WAGES AND WORKING CONDITIONS

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

ARTICLE 20 – STRIKES AND LOCKOUTS

The City 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 City shall cause, engage in or sanction any work stoppage, slowdown or other interference with City functions. Employees who engage in any of the foregoing actions shall be subject to disciplinary action including suspension or discharge. No employee shall receive any portion of the employee's salary or benefits as provided by the City, and in accordance with applicable law, while engaging in activities in violation of this Article. The City shall not constitute any lockout of its employees during the term of this Agreement.

ARTICLE 21 – UNION REPRESENTATIVE

An authorized representative of the Union shall have the right to investigate issues or conditions at reasonable hours upon first securing permission from the Employer to do so and without interfering with the progress of work. The Union shall advise the Employer, in writing of the names of their authorized representatives and stewards.

ARTICLE 22 – BULLETIN BOARD

The Employer shall provide a bulletin board for the Union's use in an area conveniently accessible to bargaining unit employees. The Union may maintain the board for the purpose of notifying employees of matters pertaining to Union business. All notices shall be signed by a representative of the Union who is authorized by the Union to approve Union notices.

ARTICLE 23 – NON-DISCRIMINATION

23.1 The Employer agrees that they will not discriminate against any employee because of lawful Union activity.

- 23.2 Neither the Union nor the Employer in carrying out their obligation under this Agreement, shall discriminate in matters of hiring, training, promotion, transfer, layoff, discharge or otherwise because of race, color, creed, national origin, sex or age.
- 23.3 All references to employees in this contract shall be construed to be non-gender specific.

ARTICLE 24 – WAGES, CLASSIFICATIONS AND PAY PLAN

- 24.1 The applicable pay plan is attached hereto and incorporated herein by reference as Exhibit “A” to this Agreement.

24.1.1 The following classifications shall be red-circled until such time the annual Cost of Living Increase (CPI) catches up to the recommended wage rates established in Exhibit “A” to this Agreement. Effective upon ratification of this Agreement, red-circled employees shall receive a one-time two thousand three hundred sixty-four dollars (\$2364.00) lump sum amount; less any applicable taxes; these classifications are:

- a) Library Associate

- 24.2 Salary Increases – Across the Board Wage Adjustments.

24.2.1.a Effective January 1, 2022 all bargaining unit employees shall receive a wage increase of four and one half percent (4.5%) and shall be set forth in Exhibit “A” to this Agreement.

24.2.1.b Effective January 1, 2023 all bargaining unit employees shall receive a wage increase equivalent to the Bureau of Labor Statistics West CPI-W from July – July (announced each year in August) for the 2022 calendar year and in using this formula the resulting COLA will be no less than two percent (2%) and no more than four and one half percent (4.5%) and shall be set forth in Exhibit “A” to this Agreement.

24.2.1.c Effective January 1, 2024 all bargaining unit employees shall receive a wage increase equivalent to the Bureau of Labor Statistics West CPI-W from July – July (announced each year in August) for the 2023 calendar year and in using this formula the resulting COLA will be no less than two percent (2%) and no more than four and one half percent (4.5%) and shall be set forth in Exhibit “A” to this Agreement.

- 24.3 The parties agree that when the Strategic Plan of the Camas Public Library has been completed and approved by the Camas Library Board of Trustees, a market study of OPEIU bargaining unit positions will occur. This study will take into consideration any new/revised positions created as a result of the Strategic Plan.
- The parties will meet at that time and agree on the parameters of the market study, including but not limited to: comparable entities, implementation process for wage adjustments and a timeline for completion of the wage study. The parties agree to begin this discussion and study as soon as practically possible after the Strategic Plan is complete.
- 24.4 Newly hired employees shall normally be paid at Step 1 of their pay range as determined by the Employer. An employee may be granted a Step increase to Step 2 subject to satisfactory completion of probation, except in promotions where Section 24.6 of this Article applies, as determined by the Library Director. Thereafter, an employee will be considered for a further Step increase after twelve (12) months in Step 2 of the pay plan subject to a satisfactory performance review by the Library Director. Step increases will occur after an employee has spent at least twelve (12) months in each step and subject to satisfactory performance evaluations by the department head. 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 Library Director.
- 24.5 No step increase is applicable if an employee reaches the maximum step of their pay plan.
- 24.6 Employees will perform the job duties and responsibilities of their current classification set forth in each respective job description.
- 24.7 Employees who are promoted to a higher job classification the employee will be placed at least two (2) steps within the new range or receive a six percent (6%) increase higher than his or her wage rate within their former classification, provided however that the salary shall not exceed the top of the pay range for said promotion. The employee's anniversary date for wage increases will be the date of appointment to the higher classification. In the event a promoted employee does not successfully pass the probationary period, such employee shall be reinstated without any loss of seniority or pay provided the pay rate shall not exceed the normal rate of the subject employee for the position being reinstated.
- 24.8 An employee who is temporarily assigned the duties and responsibilities of a higher level position shall be paid at a rate one step, three percent (3%) above the employee's current rate of pay, or at the entry rate of the higher job class, whichever is greater. Higher level positions are defined as higher paid positions. All of the following conditions must be met for an employee to receive the out of class pay:

- (1) 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 the employee's regular duties to complete a special project approved by their supervisor; OR the workload has been temporarily increased; and;
- (2) 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;
- (3) The employee is so assigned and actually works fifty percent (50%) of the assignment for a period of eight (8) consecutive working hours. If the employee is so assigned and actually works fifty percent (50%) of 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. This does not include cross-training circumstances.

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.

24.9 If a person is hired, terminates or works only part way through a month, their pay will be based on their hourly rate of pay for the portion of the month worked.

ARTICLE 25 – HEALTH AND SANITATION

- 25.1 The Washington State rules and regulations covering health and sanitation shall prevail.
- 25.2 Upon employee request the Employer agrees to arrange an ergonomic review of the employees work station and make reasonable accommodations to ensure a healthy work environment.

ARTICLE 26 – SEPARABILITY

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

ARTICLE 27 – MILEAGE ALLOWANCE

All employees required by the Library Director to use their private cars for official departmental business shall be compensated at the rate for such use as determined by the Internal Revenue Service.

ARTICLE 28 – DEPARTMENT RULES AND REGULATIONS

The Union agrees that its members shall comply in full with departmental rules and regulations including those relating to conduct and work performance. The Employer agrees that new departmental rules and regulations affecting working conditions shall be reviewed with the Union prior to implementation.

ARTICLE 29 – JOB DESCRIPTIONS AND RECLASSIFICATIONS

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

ARTICLE 30 – CONFLICT OF CONTRACT AND ORDINANCE

It is agreed that the intention of the parties of this Agreement is that this Agreement and all working agreements shall be consistent with the personnel ordinances and that where it is found that the provisions of such an Agreement are in conflict with the personnel ordinance(s), that the language of the Agreement would become the basis for recommending an amendment of the ordinance(s).

ARTICLE 31 – 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:

- 31.1 The right to institute from time to time, work rules applicable to bargaining unit employees.
- 31.2 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.
- 31.3 The right to hire, promote, demote, transfer, assign, and/or retain employees in positions within the City.
- 31.4 The right to discipline employees for just cause.
- 31.5 The right to lay off employees for lack of work, lack of funds, reorganization or occurrence of conditions beyond the control of the City.

- 31.6 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.
- 31.7 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.

ARTICLE 32 – EMPLOYEE RIGHTS

Subject to the provisions of this contract and except as otherwise provided, employees have the right to use the issue resolution procedure contained herein to protect their rights as set forth in this Agreement.

ARTICLE 33 – DEFINITION OF JOB TERMS

- (1) Full-Time Employee – An employee working a full-time schedule of forty (40) hours per week.
- (2) Part-Time Employee – An employee working a part-time schedule of twenty (20) hours, but less than forty (40) hours per week. Part-time employees will receive health and welfare insurance, sick leave, vacations and holiday benefits on a pro-rata basis in accordance with the number of hours worked and applicable Local, State and Federal laws. The employee's portion of the insurance premium will be carried out by payroll deduction. Further, floating holidays will be credited on a pro-rated basis for the portion of the year worked.
- (3) Provisional Part-Time Employee – An employee working a 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 their monthly work schedule.
- (4) Temporary Employees – An employee working a full or part-time schedule not to exceed six (6) months. Temporary employees are not eligible to participate in the benefit programs nor shall they accrue seniority.
- (5) Probationary Employees – The probationary period for employees shall be six (6) 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 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.

ARTICLE 34 – 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.

ARTICLE 35 – SUBSTANCE ABUSE POLICY AND PROCEDURES

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

ARTICLE 36 – SHARED LEAVE POLICY

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

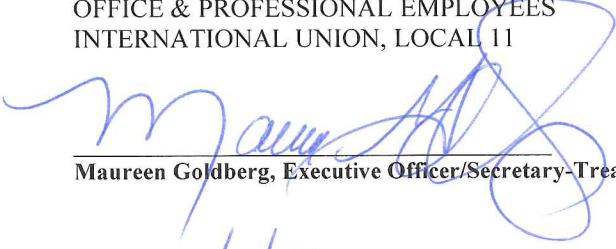
ARTICLE 37 – TERMINATION AND RENEWAL

This Agreement shall be in full force and effect from January 1, 2022, except as otherwise indicated, until December 31, 2024, except for contract language changes which shall be effective from the effective date of signature forward.

CITY OF CAMAS – CAMAS PUBLIC LIBRARY,
WASHINGTON

OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 11

Steve Hogan, Mayor



Maureen Goldberg, Executive Officer/Secretary-Treasurer

Date: _____

Date: 1/5/22

Jeff Swanson, Interim City Administrator



Doug Luse, Union Representative

Date: _____

Date: 1/5/2022

Connie Urquhart, Library Director

Date: _____



DL/ls
opeiu11/afl-cio

EXHIBIT "A"

2022 – WAGE SCHEDULE							
Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Library Aide	\$2728.00	\$2820.00	\$2911.00	\$3000.00	\$3090.00	\$3179.00	\$3269.00
Library Assistant	\$3465.00	\$3580.00	\$3694.00	\$3808.00	\$3922.00	\$4037.00	\$4152.00
Library Associate	\$4001.00	\$4132.00	\$4263.00	\$4396.00	\$4527.00	\$4659.00	\$4791.00
Administrative Support Assistant	\$4402.00	\$4546.00	\$4693.00	\$4838.00	\$4981.00	\$5126.00	\$5273.00
Circulation Services Specialist	\$4402.00	\$4546.00	\$4693.00	\$4838.00	\$4981.00	\$5126.00	\$5273.00
Programming and Outreach Coordinator	\$5864.00	\$6057.00	\$6251.00	\$6443.00	\$6637.00	\$6830.00	\$7023.00

Progression through the pay plan is subject to the provisions of Article 24 to this Agreement.

Hourly Rate Formula: $12 \times \text{Monthly Salary} \div 2080 \text{ Hours}$

EXHIBIT "B" – RCW 49.46.210**Paid sick leave—Authorized purposes—Limitations—"Family member" defined.**

(1) Beginning January 1, 2018, every employer shall provide each of its employees paid sick leave as follows:

(a) An employee shall accrue at least one hour of paid sick leave for every forty hours worked as an employee. An employer may provide paid sick leave in advance of accrual provided that such front-loading meets or exceeds the requirements of this section for accrual, use, and carryover of paid sick leave.

(b) An employee is authorized to use paid sick leave for the following reasons:

(i) An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;

(ii) To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care; and

(iii) When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.

(c) An employee is authorized to use paid sick leave for absences that qualify for leave under the domestic violence leave act, chapter 49.76 RCW.

(d) An employee is entitled to use accrued paid sick leave beginning on the ninetieth calendar day after the commencement of his or her employment.

(e) Employers are not prevented from providing more generous paid sick leave policies or permitting use of paid sick leave for additional purposes.

(f) An employer may require employees to give reasonable notice of an absence from work, so long as such notice does not interfere with an employee's lawful use of paid sick leave.

(g) For absences exceeding three days, an employer may require verification that an employee's use of paid sick leave is for an authorized purpose. If an employer requires verification, verification must be provided to the employer within a reasonable time period during or after the leave. An employer's requirements for verification may not result in an unreasonable burden or expense on the employee and may not exceed privacy or verification requirements otherwise established by law.

(h) An employer may not require, as a condition of an employee taking paid sick leave, that the employee search for or find a replacement worker to cover the hours during which the employee is on paid sick leave.

(i) For each hour of paid sick leave used, an employee shall be paid the greater of the minimum hourly wage rate established in this chapter or his or her normal hourly compensation. The employer is responsible for providing regular notification to employees about the amount of paid sick leave available to the employee.

(j) Unused paid sick leave carries over to the following year, except that an employer is not required to allow an employee to carry over paid sick leave in excess of forty hours.

(k) This section does not require an employer to provide financial or other reimbursement for resignation, retirement, or other separation from employment. When there is a separation from employment and the employee is rehired within twelve months of separation by the same employer, whether at the same or a different business location of the employer, previously accrued unused paid sick leave shall be reinstated and the previous period of employment shall be counted for purposes of determining the employee's eligibility to use paid sick leave under subsection (1) (d) of this section.

(2) For purposes of this section, "family member" means any of the following:

(a) A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;

(b) A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;

(c) A spouse;

(d) A registered domestic partner;

(e) A grandparent;

(f) A grandchild; or

(g) A sibling.

(3) An employer may not adopt or enforce any policy that counts the use of paid sick leave time as an absence that may lead to or result in discipline against the employee.

(4) An employer may not discriminate or retaliate against an employee for his or her exercise of any rights under this chapter including the use of paid sick leave.

[2017 c 2 § 5 (Initiative Measure No. 1433, approved November 8, 2016).]

NOTES:

Intent—Effective date—2017 c 2 (Initiative Measure No. 1433): See notes following

RCW 49.46.005.

EXHIBIT “C”

Paid Holidays – Juneteenth

In the event the City of Camas does not add Juneteenth as a Citywide holiday prior to May 1, 2022, the parties agree to reopen Article 6 – Holidays, of this Agreement, to discuss adding Juneteenth as a paid holiday.