



## **CITY COUNCIL REGULAR MEETING AGENDA**

**Monday, March 19, 2018, 7:00 PM**  
**City Hall, 616 NE 4th Avenue**

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NOTE: For both public comment periods - come forward when invited; state your name and address; limit comments to three minutes. Written comments can be given to the City Clerk. If it's a public hearing or a quasi-judicial matter, special instructions will be provided.



### **I. CALL TO ORDER**

### **II. PLEDGE OF ALLEGIANCE**

### **III. ROLL CALL**

### **IV. PUBLIC COMMENTS**

### **V. CONSENT AGENDA**

- A. Approve the March 5, 2018, Camas City Council Regular and Workshop meeting minutes.
  -  [March 5, 2018 Camas City Council Regular Meeting Minutes - Draft](#)
  - [March 5, 2018 Camas City Council Workshop Meeting Minutes - Draft](#)
- B. Approve the automated clearing house and claim checks as approved by the Finance Committee.
- C. Authorize the write-off of the February 2018 Emergency Medical Services (EMS) billings in the amount of \$56,548.96. This is the monthly uncollectable balance of Medicare and Medicaid accounts that are not collectable after receiving payments from Medicare, Medicaid and secondary insurance. (Submitted by Pam O'Brien)
- D. Authorize the Mayor to sign Task Order No. 2 in the amount of \$22,600 with Carollo Engineers, Inc. for additional services to support the update of the Water System Plan. (Submitted by Sam Adams)
  -  [Task Order No. 2 Water System Plan](#)
  - [Water System Plan Update](#)

NOTE: Any item on the Consent Agenda may be removed from the Consent Agenda for general discussion or action.

### **VI. NON-AGENDA ITEMS**

- A. Staff
- B. Council

## VII. MAYOR

- A. Announcements
- B. Mayor's Volunteer Spirit Award
  -  [March 2018 Ed Bergstrom](#)
- C. #MSDKindness Month Proclamation
  -  [#MSDKindness Month Proclamation](#)
- D. 2018 Citizen Appointments to Boards, Commissions and Committees
  -  [2018 Camas Mayor Appointments to Boards and Committees](#)

## VIII. MEETING ITEMS

- A. Public Hearing for 2018 Spring Omnibus Budget Amendments

Details: Conduct a public hearing to provide citizens an opportunity to give public testimony regarding the 2018 Spring Omnibus Budget Amendments. The hearing will remain open until the April 2, 2018 City Council Regular Meeting. After the hearing closes, Council will consider an ordinance to amend the 2018 Operating and Capital Budgets for the City of Camas.


Presenter: Cathy Huber Nickerson, Finance Director

Recommended Action: This item will be placed on the April 2, 2018 Regular Meeting Agenda for Council's consideration, following a public hearing.
- B. Intergovernmental Agreement with Clark Public Utilities (CPU) Regarding Transfer of a Satellite Water System

Details: CPU currently owns and operates a satellite water system serving the 12-lot Mountain Glen Subdivision located on the east side of NE 199th Avenue (Ingle Road) and immediately adjacent to, but outside the northerly Camas city limits. Staff has coordinated with the developer of the Green Mountain Planned Residential Development (PRD) and CPU regarding connection of the Mountain Glen water system to the City of Camas water system, decommissioning of the existing well and transfer of the satellite water system customers to the City of Camas. The attached Intergovernmental Agreement has been prepared to legally transfer the customers and the system obligations from CPU to the City. Staff reviewed the draft agreement with Council and provided additional background information relative to the proposed transfer at the January 16, 2018, and February 5, 2018, Council Workshops.

Presenter: Steve Wall, Public Works Director

Recommended Action: Staff recommends that Council authorize the Mayor to sign the Intergovernmental Agreement with CPU.

  -  [Intergovernmental Agreement with CPU for Mountain Glen Water System](#)
- C. Collective Bargaining Agreement Between the City of Camas and the Camas Police Officers' Association (CPOA)

Details: The collective bargaining agreement between the City and the CPOA is for a four-year period beginning January 1, 2017, and ending December 31, 2020. This item was previously discussed with Council and has been the subject of closed

sessions. The CPOA has ratified the labor agreement.

Presenter: Pete Capell, City Administrator

Recommended Action: Staff recommends Council ratify the agreement and authorize the Mayor and City Administrator to sign the agreement.

 [Camas Police Officers Association CBA 2017-2020](#)

## **IX. PUBLIC COMMENTS**

## **X. EXECUTIVE SESSION**

- A. An Executive Session will be held to discuss property acquisition (RCW 42.30.110) and no action will be taken.

## **XI. ADJOURNMENT**

NOTE: The City welcomes participation of its citizens in the public meeting process. Effort will be made to ensure anyone with special needs can participate. For more information call 360.834.6864.



**CITY COUNCIL REGULAR MEETING MINUTES - DRAFT**  
**Monday, March 5, 2018, 7:00 PM**  
**City Hall, 616 NE 4th Avenue**

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**I. CALL TO ORDER**

Mayor Scott Higgins called the meeting to order at 7:00 p.m.

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL**

Present: Greg Anderson, Bonnie Carter, Don Chaney, Steve Hogan, Deanna Rusch, Melissa Smith and Shannon Turk

Staff: Phil Bourquin, Pete Capell, Leisha Copsey, Sherry Coulter, Cathy Huber Nickerson, Mitch Lackey, David Schultz, Steve Wall and Alicia Pacheco (intern)

Press: Kelly Moyer, Camas-Washougal Post-Record

**IV. PUBLIC COMMENTS**

No one from the public wished to speak.

**V. CONSENT AGENDA**

- A. Approved the February 20, 2018, Camas City Council Regular and Workshop meeting minutes.

 [February 20, 2018 Camas City Council Regular Meeting Minutes - Draft](#)  
[February 20, 2018 Camas City Council Workshop Meeting Minutes - Draft](#)

- B. Approved automated clearing house and claim checks numbered 136363 to 136465 in the amount of \$627,190.31. Approved automated clearing house, direct deposit and payroll checks numbered 7557 to 7565 and payroll accounts payable checks numbered 135399 through 135412 in the amount of \$1,846,819.18. Approved electronic payments for the month of February in the amount of \$78,107.82.
- C. Authorized Pay Estimate No. 6 Final, to Northeast Electric, LLC for the NW Pacific Rim Roadway Illumination Project in the amount of \$23,336.00 for work through January 31, 2018, and accept the project as complete. 2018 budget allocation for this project will be covered in the spring omnibus. (Submitted by James Carothers)

**It was moved by Council Member Carter, seconded by Council Member Turk, to approve the Consent Agenda. The motion carried by the following vote:**

Yes: Council Member Anderson, Council Member Carter, Council Member Chaney, Council Member Hogan, Council Member Rusch and Council Member Turk

Abstain: Council Member Smith

## **VI. NON-AGENDA ITEMS**

### **A. Staff**

There were no comments from staff.

### **B. Council**

There were no comments from Council.

## **VII. MAYOR**

### **A. Announcements**

Mayor Higgins commented about Tim Hazen's tenure as a former City Council Member and presented him with a plaque to show appreciation for his devoted service to the citizens of Camas.

### **B. Mayor's Volunteer Spirit Award**

 [February 2018 Dave Pinkernell](#)

Mayor Higgins presented Dave Pinkernell with a Volunteer Spirit Award.

## **VIII. MEETING ITEMS**

- A. Public Hearing for Ordinance No. 18-006 Relating to Helmet Requirements**  
Details: This was a public hearing to hear public testimony about adopting an ordinance to require the use of a bicycle helmet by any person operating or riding on a bicycle, in-line skates, roller skates, scooter, unicycle, or skateboard when being used upon any public area within the City. Violation of this ordinance would be a civil infraction, which can be issued by a police officer. The parent or guardian, in certain circumstances, can be held responsible for the minor who is found in violation of the ordinance. The ordinance contains a provision whereby the court may waive, reduce or suspend the civil penalty in certain circumstances, as determined by the court.  
Presenter: Mitch Lackey, Chief of Police

 [Ordinance No. 18-006 Relating to Helmet Requirements](#)

The public hearing was opened on February 20, 2018, and was continued to the March 5, 2018 Regular Council meeting.

No one from the public wished to speak at tonight's meeting.

The public hearing was closed at 7:13 p.m.

**It was moved by Council Member Smith, seconded by Council Member Rusch, that Ordinance No. 18-006 be read by title only. After discussion, the motion carried unanimously.**

**It was moved by Council Member Smith, seconded by Council Member Anderson, that Ordinance No. 18-006, with the correction to Item D to delete the words "or practice of the person", be adopted and published according to law. The motion passed by the following vote:**

**Yes:** Council Member Anderson, Council Member Carter, Council Member Hogan, Council Member Smith and Council Member Turk

**No:** Council Member Chaney and Council Member Rusch

- B. Ordinance No. 18-004 Amending Section 9.36.010(A) of the Camas Municipal Code (CMC)

Details: Washington State's move to legalize recreational marijuana created certain conflicts with existing municipal codes. By adopting by reference the statutory language found in the Revised Code of Washington (RCW) Chapter 69.50, these conflicts are resolved.

Presenter: Mitch Lackey, Chief of Police

 [Ordinance No. 18-004 Amending CMC 9.36.010\(A\)](#)

**It was moved by Council Member Hogan, seconded by Council Member Smith, that Ordinance No. 18-004 be read by title only. The motion carried unanimously.**

**It was moved by Council Member Hogan, seconded by Council Member Rusch, that Ordinance No. 18-004 be adopted and published according to law. The motion carried unanimously.**

- C. Ordinance No. 18-005 Authorizing the Adoption of Rules Associated with Charges for Providing Public Records

Details: This ordinance will allow the City to collect fees for public records requests as outlined in RCW 42.56, following the State's recommended fees. This item was previously presented at the February 5, 2018 Council Workshop.

Presenter: Pete Capell, City Administrator

 [Ordinance No. 18-005 Authorizing Charges for Providing Public Records](#)

**It was moved by Council Member Turk, seconded by Council Member Smith, that Ordinance No. 18-005 be read by title only. The motion carried unanimously.**

**It was moved by Council Member Turk, seconded by Council Member Smith, that Ordinance No. 18-005 be adopted and published according to law. The motion carried unanimously.**

- D. Resolution No. 18-004 Establishing a Ten Minute Time Limit for Two Parking Spaces on NE Birch Street between NE 3rd Avenue and NE 4th Avenue  
Details: This resolution sets the parking limit at 10 minutes for two spaces on the west side of NE Birch Street between NE 3rd Avenue and NE 4th Avenue. IQ Credit Union has recently reopened the branch at NE 4th and Birch for transactions. IQ's request to change two 2-hour parking limit spaces to 10-minute spaces in front of the credit union's office went before the Parking Advisory Committee on September 12, 2017. The committee voted to recommend to Council the requested parking time limit change of 2 spaces from 2 hours to 10 minutes.

Presenter: James Carothers, Engineering Manager

 [Resolution No. 18-004 NE Birch Street 10 Minute Parking](#)  
[NE Birch Street 10 Minute Parking Request Graphic](#)

After the Council agenda was published, it was discovered that there was an error in the resolution. The error was corrected and the updated resolution was distributed to Council prior to the meeting.

**It was moved by Council Member Carter, seconded by Council Member Hogan, that Resolution No. 18-004 be read by title only. The motion carried unanimously.**

**It was moved by Council Member Rusch, seconded by Council Member Carter, that Resolution No. 18-004 be adopted. The motion carried unanimously.**

- E. Resolution No. 18-002 Addendum to the Inter-Local Agreement with the Camas School District (CSD) for the School Resource Officer (SRO)  
Details: This resolution authorizes an addendum for the SRO inter-local agreement. The addendum modifies the compensation by the CSD to include the cost of the State's contribution of the LEOFF 2 pension for the SRO.  
Presenter: Cathy Huber Nickerson, Finance Director

 [Resolution No. 18-002 School Resource Office Interlocal Addendum](#)  
[Addendum to Inter-local Agreement](#)

**It was moved by Council Member Carter, seconded by Council Member Smith, that Resolution No. 18-002 be read by title only. The motion carried unanimously.**


**It was moved by Council Member Carter, seconded by Council Member**

**Rusch, that Resolution No. 18-002 be adopted. The motion carried unanimously.**

- F. Resolution No. 18-003 Amending the City of Camas Fee Schedule as Adopted by Resolution No. 17-015

Details: The 2018 Fee Schedule was prepared in early Fall 2017. Legislative changes and analysis of cost recovery required a few fees to be updated. Staff reviewed these fee changes at the February 5, 2018 Council Workshop.

Presenter: Cathy Huber Nickerson, Finance Director

 [Resolution No. 18-003 Amending Fee Schedule](#)

**It was moved by Council Member Carter, seconded by Council Member Smith, that Resolution No. 18-003 be read by title only. The motion carried unanimously.**

**It was moved by Council Member Carter, seconded by Council Member Smith, that Resolution No. 18-003 be adopted. The motion carried unanimously.**

## **IX. PUBLIC COMMENTS**

No one from the public wished to speak.

## **X. EXECUTIVE SESSION**

- A. Property Acquisition.

At 7:43 p.m., Mayor Higgins recessed the meeting. The City Council met in an Executive Session regarding property acquisition per RCW 42.30.110.

He stated that the Executive Session was scheduled to last approximately 15 minutes and that no action would be taken. It was held in the Mayor's office at City Hall. Elected officials present were: Mayor Higgins and Council Members Anderson, Carter, Chaney, Hogan, Rusch, Smith and Turk. Others present were City Attorney David Schultz and City Administrator Pete Capell.

The executive session concluded and Mayor Higgins reconvened the meeting at 8:01 p.m.

## **XI. ADJOURNMENT**

The meeting was adjourned at 8:02 p.m.

NOTE: The City welcomes participation of its citizens in the public meeting process. Effort will be made to ensure anyone with special needs can participate. For more information call 360.834.6864.





**CITY COUNCIL WORKSHOP MEETING MINUTES - DRAFT**  
**Monday, March 5, 2018, 4:30 PM**  
**City Hall, 616 NE 4th Avenue**

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**I. CALL TO ORDER**

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

**II. ROLL CALL**

Present: Greg Anderson, Bonnie Carter, Don Chaney, Steve Hogan, Deanna Rusch, Melissa Smith and Shannon Turk

Staff: Sam Adams, Phil Bourquin, Debra Brooks, Pete Capell, Leisha Copsey, Cathy Huber Nickerson, Mitch Lackey, Robert Maul, Ron Schumacher, Nick Swinhart, Connie Urquhart, Steve Wall and Alicia Pacheco (intern)

Press: No one from the press was present

**III. PUBLIC COMMENTS**

No one from the public wished to speak.

**IV. WORKSHOP TOPICS**

**A. Camas Farmer's Market Update**

Details: Representatives from Camas Farmer's Market provided an update to Council.

Presenter: Shannon Van Horn, Board President and Tina Eifert, Program Coordinator

 [2018 Camas Farmer's Market Presentation](#)

**B. Community Development Service Level Presentation**

Details: Staff provided Council with the framework, resources and services provided by the Community Development Department. Staff also reviewed the current service level, identified areas for improvement, measurable goals and outlined a strategy to move the service levels into a better future state.

Presenter: Phil Bourquin, Community Development Director

 [Community Development Level of Service](#)  
[Community Development Revenue and Expenses Analysis](#)

Bourquin provided an overview of the level of service for the Community Development Department.

Mayor Scott Higgins arrived at 5:07 p.m.

C. Community Development Miscellaneous and Updates

Details: This is a placeholder for miscellaneous or emergent items.

Presenter: Phil Bourquin, Community Development Director

There were no miscellaneous items or updates.

D. Carollo Engineers Water System Plan Supplemental Budget

Details: Carollo Engineers has been under contract since September 2016 to support the City's efforts to update the Water System Plan. The Water System Plan update is 95% completed. Over the last several months, City staff has asked Carollo Engineers to provide additional water modeling and other support services related to the City's water supply system, specifically in regards to supplying North Shore area developments and looking at alternative water reservoir locations. Carollo Engineers is requesting approval of additional funds in the amount of \$22,600 to cover out-of-scope tasks and hours. There is sufficient budget in the Water/Sewer Fund to cover these additional expenses.

Presenter: Sam Adams, Utilities Manager

 [Carollo Supplemental Budget Request](#)

This item will be placed on the March 19, 2018 Consent Agenda for Council's consideration.

E. Interagency Agreement to Reduce Toxic Auto Leaks

Details: Clark County has received a \$93,710 Clean Water Restoration Fund grant from the Lower Columbia Fish Recovery Board for reducing toxic auto leaks in Clark County. This grant is for community engagement, outreach activities, data collection, vehicle leak check events and partnerships with local auto repair shops. Work associated with this grant will help meet some of the requirements in the City's Stormwater National Pollutant Discharge Elimination System (NPDES) Permit. This interlocal agreement memorializes the proportionate share of the match for this grant for the Port of Vancouver and the cities of Battle Ground, Camas, Vancouver and Washougal. The proportionate share for Camas is \$5,000 cash for professional services, which will be paid through the City's Stormwater Utility Fund.

Presenter: Steve Wall, Public Works Director

 [Interagency Agreement Reducing Toxic Auto Leaks](#)  
[Interagency Agreement Contributions by Agencies](#)

This item will be placed on the March 19, 2018 Consent Agenda for Council's consideration.

F. Public Works Miscellaneous and Updates

Details: This is a placeholder for miscellaneous or emergent items.

Presenter: Steve Wall, Public Works Director

Wall provided Council with a brief update regarding Well No. 17 and the Larkspur Road improvement project.

G. 2018 Spring Omnibus Budget Presentation

Details: Staff presented the proposed amendments to the City's 2018 Operating Budget. The proposed amendments total \$1,276,495 in 28 packages, which includes 18 carry forward packages, 1 administrative package and 9 supplemental packages. A high level overview was also provided. This is the first of three 2018 Spring Omnibus Presentations.

Presenter: Cathy Huber Nickerson, Finance Director

 [2018 Spring Omnibus - Operating Budget Presentation](#)

[2018 Spring Omnibus - Operating Packages](#)

Huber Nickerson reviewed the presentation with Council.

This item will be placed on the March 19, 2018 Workshop Agenda and a public hearing will also be scheduled for the March 19, 2018 Regular Council meeting.

H. City Administrator Miscellaneous Updates and Scheduling

Details: This is a placeholder for miscellaneous or scheduling items.

Presenter: Peter Capell, City Administrator

Capell shared that he, Council Member Rusch, Planning Commissioner Karnes and several staff members attended the Jurassic Parliament training.

He stated that Mayor Higgins gave a great presentation about what is happening in Camas during the last Camas-Washougal Chamber of Commerce luncheon.

Capell gave a brief update about the Form of Government Committee's progress.

He informed Council that staff is planning for upcoming discussion about fireworks and asked for input as to how Council would like to proceed. After discussion, Council provided staff with a path forward.

## V. COUNCIL COMMENTS AND REPORTS

Turk commented about solar powered trash bins.

Rusch gave a brief update about the Parks and Recreation Commission meetings that she has attended and stated that she will be attending a Joint Policy Advisory Committee (JPAC) meeting next week.

Anderson gave a brief overview of the JPAC meeting that he attended.

Hogan attended the re-opening of Caps N' Taps.

Carter will be attending the Library Board of Trustees meeting. She attended the

Vancouver Laser Skin Care Clinic ribbon cutting and a Downtown Camas Association (DCA) meeting.

Chaney commented about the Annual Fire Emergency Medical Services (EMS) Report. He asked about the progress of the committee that is exploring a Metropolitan Park District (MPD) and also commented about the vision for a potential aquatic/community center. Discussion ensued.

Smith attended a Regional Transportation Council (RTC) meeting and will be attending another RTC meeting tomorrow. She commented about the presentation that Mayor Higgins gave at the Camas-Washougal Chamber of Commerce luncheon.

Mayor Higgins stated that three new restaurants will be opening soon in Camas. He also commented about recent police activity.

## **VI. PUBLIC COMMENTS**

No one from the public wished to speak.

## **VII. ADJOURNMENT**

The meeting adjourned at 6:35 p.m.

NOTE: The City welcomes participation of its citizens in the public meeting process. Effort will be made to ensure anyone with special needs can participate. For more information call 360.834.6864.

**TASK ORDER NO. 2**

**CITY OF CAMAS**

**AND**

**CAROLLO ENGINEERS, INC.**

This Task Order is issued by the OWNER and accepted by ENGINEER pursuant to the mutual promises, covenants and conditions contained in the Agreement between the above named parties dated the 26th day of October 2015, in connection with:

**WATER SYSTEM PLAN UPDATE**

PURPOSE

The purpose of this Task Order is to:

The purpose of this Task Order is to continue to provide engineering services to assist the City of Camas (CITY) with the update of its Water System Plan, in accordance with WAS 246-290-100 and State of Washington, Department of Health regulations. Additional tasks requested by the CITY last year exceeded the original budget and time of performance. This Task Order will address the additional tasks, revised scope and timeline needed to complete the project.

ENGINEER'S SERVICES

Engineering Services to be performed in accordance with the Scope of Services in Exhibit A.

TIME OF PERFORMANCE

Services to begin May 18, 2018, and be completed by in a timely manner in accordance with the Scope of Services in Exhibit A.

PAYMENT

Services to be performed on a time and expenses basis, invoiced monthly in accordance with the Agreement for Professional Services and Exhibits A and B, with a not-to-exceed Total Price limit of *three hundred twelve thousand five hundred sixty four dollars*. (\$312,564). This not-to-exceed limit includes the amount of *twenty two thousand six hundred dollars* (\$22,600) from this Task Order No. 2.

EFFECTIVE DATE

This Task Order No. 2 is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2018.

IN WITNESS WHEREOF, duly authorized representatives of the OWNER and of the ENGINEER have executed this Task Order No. 2 evidencing its issuance by OWNER and acceptance by ENGINEER.

**CITY OF CAMAS**

**CAROLLO ENGINEERS, INC.**

Accepted this 14 day of March, 2018

By: \_\_\_\_\_

By: Lara Kammereck

Lara R. Kammereck  
Vice President

By: \_\_\_\_\_

By: Brian R. Matson

Brian R. Matson  
Senior Vice President

December 1, 2017

Mr. Sam Adams, P.E.  
City of Camas  
616 NE 4th Avenue  
Camas, WA 98607

Subject: Water System Plan Update Amendment

Dear Mr. Adams:

The Carollo Team has been assisting the City with the development of the Water System Plan. Additional tasks have been requested by City staff that enabled Task 900 Water System Analysis to exceed the original budget. Additionally, the project has taken longer than anticipated due to data collection and system evaluation that caused Task 1500 Project Management to also exceed the original budget. These activities have been noted on the monthly Progress Report. A brief description of each out-of-scope task and hours associated with the effort are detailed below:

- Task 900 - Calibration of the Hydraulic Model. A macro hydraulic model calibration was made using SCADA data provided by the City, which checked that wells, pumps, and tanks were operating as expected. A total of 8 hydrant flow test locations were calibrated. For this plan, a micro hydraulic model calibration was performed at five (5) of the hydrant flow test locations. The micro calibration adjusts pipe roughness and other factors to match the results seen in the distribution system. A budget of 40 hours was used to perform the calibration and provide Quality Assurance/Quality Control (QA/QC). Note, as part of the OTAK North Shore Water Main project, three (3) additional hydrant flow test locations were calibrated and the effort for these 3 tests were included in a separate project budget.
- Task 900 - Establishing PRV control settings for the Slow Sand Filtration Plant. The system tie-in for the Slow Sand Filtration Plant was incorporated into the hydraulic model. Control settings were tested for summer, winter, and year-round operation between three pressure zones (544, 455, and 343). Final year-round control settings were used in subsequent modeling. A budget of 24 hours was used to set the controls and perform QA/QC activities.
- Task 900 - In February and March of 2017, City staff requested assistance siting new reservoir in the Green Mountain development and a site at NE 222nd Avenue. Carollo reviewed prior reservoir studies and conducted extended period and fire flow simulations at both sites for the near- and long-term simulations for the ADD and MDD. Carollo found substantial operational issues with the sites and attempted to find solutions using the hydraulic model. A budget of 34 hours was used to update the model to simulate the new reservoir locations, conduct the simulations, attempt to resolve operational issues, and perform QA/QC.
- Task 1500 - Project Management activities were originally assumed a project duration of 18 months. As the project has been extended, an additional 12 months of project management is needed to finish the Water System. The additional Project coordination and invoicing is approximately \$6,000.

Mr. Sam Adams, P.E.  
City of Camas  
December 1, 2017

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This out of scope effort for Task 900 equates to a budget of \$16,600. Task 900 is \$35,693.80 over budget, where the remaining \$19,093.80 budget was used due to greater than anticipated difficulty of modeling the system. We are not requesting reimbursement for this additional modeling effort, as no additional scope was performed and the extra level of effort and challenge is hard to quantify and measure compared to the initial scope and budget. We are requesting the City provide additional budget of \$22,600 for out-of-scope efforts.

Sincerely,

CAROLLO ENGINEERS, INC.



Daniel L. Reisinger  
Lead Water Resource Engineer

DLR:sm

cc: Lara Kammereck



Mayor's  
**VOLUNTEER SPIRIT AWARD**

in the City of Camas, presented to

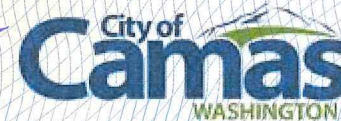
**ED BERGSTROM**

For his efforts and willingness to give his time and resources to help remove an  
abandoned boat from Lacamas Lake.

Dated this 19th day of March, 2018



  
\_\_\_\_\_  
Scott Higgins, Mayor





## ~ PROCLAMATION ~

WHEREAS, a senseless act of violence was committed against the students and staff of Marjory Stoneman Douglas High School in Parkland, Florida, on February 14, 2018, that took the lives of 17 individuals, critically injured 16 individuals, and caused mental and emotional anguish for the community of Broward County, the state of Florida, and the entire nation; and

WHEREAS, the victims who lost their lives through this act of violence are: Alaina Petty, age 14; Alex Schachter, age 14; Alyssa Alhadeff, age 14; Cara Loughran, age 14; Gina Montalto, age 14; Jaime Guttenberg, age 14; Martin Duque Anguiano, age 14; Luke Hoyer, age 15; Peter Wang, age 15; Carmen Schentrup, age 16; Helena Ramsay, age 17; Joaquin Oliver, age 17; Nicholas Dworet, age 17; Meadow Pollack, age 18; Scott Beigel, age 35; Aaron Feis, age 37; and Chris Hixon, age 49; and

WHEREAS, the victims of this tragedy lived exemplary lives of selfless service and showing love toward others; and

WHEREAS, on behalf of the citizens of Camas, we pay tribute to these victims in a way that honors the victims' courageous acts of valor, their many acts of service, their kind natures and the many contributions to society they made during their lives.

NOW THEREFORE, I, Scott Higgins, Mayor of the City of Camas, do hereby proclaim April 2018, as:

### ***“#MSDKindness Month”***

in the City of Camas, and urge all citizens to honor those lives by performing random acts of kindness.



In witness whereof, I have set my hand and caused the seal of the City of Camas to be affixed this 19<sup>th</sup> day of March, 2018.

\_\_\_\_\_  
Scott Higgins, Mayor

APPOINTMENT INFORMATION FOR 03/19/2018 COUNCIL MEETING

Parking Advisory Committee:

Appoint Joseph Keller for a 4-year term to expire December 31, 2021.

Clark County Mosquito Control Board:

Appoint Joseph Keller to fill an unexpired term ending December 31, 2018.

# **INTERGOVERNMENTAL AGREEMENT FOR TRANSFERRING WATER SATELLITE SYSTEM**

## **BETWEEN**

### **CITY OF CAMAS AND CLARK PUBLIC UTILITIES**

THIS AGREEMENT (Agreement), entered into by and between City of Camas, a Washington Municipal Corporation, (City) and Clark Public Utilities, a Washington Municipal Corporation, and collectively referred to herein as “the Parties.”

WHEREAS, Clark County and the water purveyors within Clark County conduct capital facilities and land use planning under the Growth Management Act (RCW Chapter 36.70A); and

WHEREAS, RCW Chapter 70.116, Public Water System Coordination Act, and WAC 246-293-250 require development of a Coordinated Water System Plan, including establishment of service area boundaries; and

WHEREAS, the designation of service area boundaries facilitates efficient planning and delivery of water services within Clark County, ensures that unnecessary duplication of service is avoided, and provides predictability to the water purveyors, Clark County, and citizens using water services; and

WHEREAS, the designation of service area boundaries will assure that water reserved for public water supply is used in the future in an efficient and planned manner; and

WHEREAS, the designation of service area boundaries for the City of Camas and Clark Public Utilities have been established and the Mountain Glen Class A satellite water system currently operated by Clark Public Utilities is located in the Camas Water Service Area as depicted on the attached Exhibit A; and

WHEREAS, the Green Mountain Planned Residential Development (PRD) is an approved Subdivision in the City of Camas that is located adjacent to the Mountain Glen Subdivision and satellite water system as also depicted on the attached Exhibit A; and

WHEREAS, the water source for the Mountain Glen satellite water system is located on property owned by the Green Mountain PRD and the Green Mountain PRD developer has requested of Clark Public Utilities and the City that the well be decommissioned on condition that another adequate and lawful source(s) can be provided; and

WHEREAS, pursuant to RCW Chapter 39.33, municipalities and political subdivisions of the State of Washington may transfer their real and personal property to another municipality or political subdivision under such terms mutually agreed upon between the parties; and

WHEREAS, Clark Public Utilities' Commissioners approved a transfer of the Mountain Glen satellite water system depicted in Exhibit A in a public meeting held on \_\_\_\_\_, 2018; and

WHEREAS, the City of Camas City Council accepted the Mountain Glen satellite water system in a public meeting held on March 19, 2018; and

WHEREAS, by transferring such satellite water system, Clark Public Utilities is relieved of the obligation and expense of operating and maintaining such system and the City acquires assets and customers from such transfer, but also incurs the obligation of the satellite water system's operation; and

WHEREAS, since the transfer of the satellite water system mutually benefits both Parties, no monetary compensation to either party is provided for in this Agreement.

NOW THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained the undersigned parties hereto agree as follows:

1. Service Area Boundaries. The Parties acknowledge that the map identifying the service area boundaries attached to this Agreement as Exhibit A, accurately identifies the Parties' future water service areas. The Parties agree that there are currently no service area conflicts between the City and Clark Public Utilities.
2. Satellite System Management Program. Clark Public Utilities operates and maintains the Mountain Glen Class A satellite water system within the Camas Service Area and identified on the attached Exhibit A. This system includes a water source, a distribution system, and individual customer meters.
3. Reliability and Fire Safety. The Parties note that the Satellite System has a low-producing well that can compromise fire safety. Increasing reliability for water supply to the area served by the Satellite System and enhancing fire suppression capabilities will benefit the developed property at these sites.
4. Transfer Satellite System. Pursuant to this Agreement, Clark Public Utilities will transfer its interest in the Satellite System to the City. This transfer includes the existing supply well, distribution system, associated water rights, and all Clark Public Utilities real property interest and personal property associated with the System. The transfer of the Satellite System also includes the assumption by the City of the obligation to operate and maintain the Satellite System upon the effective date of the transfer. The transfer of the Satellite System mutually benefits both parties; therefore, there will be no exchange of money for this transaction.

5. Schedule of Satellite System Transfers. Transfer of the Mountain Glen satellite system shall occur when the following conditions for water quality and reliability have been met and the City provides formal written notice to Clark Public Utilities:
  - a. A Camas water distribution main along Ingle Road and NE 199<sup>th</sup> Avenue is installed and an approved connection is made to the existing water main in NE 48<sup>th</sup> Circle.
  - b. The existing Mountain Glen satellite system well and all associated appurtenances are properly decommissioned and the watermain from the well site to the system in NE 48<sup>th</sup> Circle is abandoned.

The effective date of the transfer shall be sixty (60) calendar days after the aforementioned written notice is given. Each transfer may take place separately.

6. Customer Relations. To preserve customers' confidence in their present and future water service and to maintain communication with customers, Clark Public Utilities, 45 days prior to transfer of the system, shall provide written notice of the transfer to their affected customers. The affected customers shall be informed that the existing interim system is temporary and a new water supply shall be provided from the City. The City will also concurrently send pertinent information to the customers concerning the transfer. Clark Public Utilities and City information may be combined in a single mailing packet for convenience.
7. Rates and Charges. Upon the effective transfer to the City, customers within the transferred satellite system area will have the option of entering into a Special Contract with the City per Camas Municipal Code 13.12.080 to pay water rates equal to the rates established for "inside" City of Camas customers, using the same rate schedule as provided to other similar customer classes located inside the City Limits. It is agreed that customers within the transferred satellite system have already paid for their share of, or are vested in, the existing system and shall not be required to pay any System Development Charges to the City upon the transfer date.
8. Transfer of Liabilities. The City will assume liabilities for operating the Satellite Systems on the effective date of the transfer as provided herein and will collect the payments for such service thereafter. Clark Public Utilities will transfer its accounts receivable from Satellite System customers on the date of transfer. City will remit to Clark Public Utilities payments collected for service prior to the date of the transfer.
9. Transfer of Lands that Support Well Fields. It is not the intent of the City to maintain ownership or sell its acquired interest in the existing lands that support each well field after decommissioning of the well system and related facilities. Each parcel that supports a well field shall be quit claimed to the property owner on which the well field and supporting facilities is located on.

10. Indemnification.

- a. Clark Public Utilities agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, arising out of, or in connection with, or incident to, Clark Public Utilities' operation of the Satellite Systems prior to the effective date of the transfer, as provided for herein. This indemnification shall not apply to liability arising from City's negligence or willful misconduct.
- b. City agrees to indemnify, defend, save and hold harmless Clark Public Utilities, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, arising out of, or in connection with, or incident to, City's operation of the Satellite Systems after the effective date of the transfer, as provided for herein. This indemnification shall not apply to liability arising from Clark Public Utilities' negligence or willful misconduct.
- c. Clark Public Utilities and City specifically acknowledge that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that the broadest scope of indemnity permitted by law is provided.

IN WITNESS WHEREOF, the parties have executed this Agreement at Camas, Washington, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CLARK PUBLIC UTILITIES

CITY OF CAMAS

\_\_\_\_\_  
Wayne Nelson/General Manager

\_\_\_\_\_  
Scott Higgins, Mayor

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Approved as to form:

Approved as to form:

\_\_\_\_\_  
John Eldridge, Legal Counsel

\_\_\_\_\_  
City Attorney

**AGREEMENT**

**by and between**

**CITY OF CAMAS**

**and**

**CAMAS POLICE OFFICERS' ASSOCIATION**

**January 1, 2017 – December 31, 2020**



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**AGREEMENT BETWEEN  
CITY OF CAMAS  
And  
CAMAS POLICE OFFICERS ASSOCIATION**

THIS AGREEMENT is made and entered into this 27th day of February 2018, by and between the City of Camas, hereinafter referred to as the "Employer," and the Camas Police Officers Association, hereinafter referred to as the "Association."

**PREAMBLE**

WHEREAS, it is the purpose of this agreement to achieve and maintain a high level of performance in the operation of the Camas City government, together with promoting efficiency, productive initiative, and harmonious relations between the Employer and the Association, and to provide for the rights, 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 Association as the sole collective bargaining agent for all regular full time, regular part time and provisional part time employees of the Police Department in the following classifications:

Police Sergeant  
Corporal  
Police Officer

**ARTICLE 2 - ASSOCIATION SECURITY**

- 2.1 The Employer agrees that all employees covered under this agreement who have been in the employment of the Employer for thirty (30) days or more, shall become and remain members of the Association in good standing.
- 2.2 The Employer further agrees that all new employees hired subsequent to the date of signing of this agreement shall, as a condition of employment, after thirty (30) days of employment, become and remain members of the Association in good standing.
- 2.3 In the event an employee member of the Association as defined in Article I of

this agreement who joins the Association fails to maintain his membership in the Association in good standing, therein by regular payment of dues, the Association will notify the Employer, in writing, of such employee's delinquency. The Employer agrees to advise the employee that his employment status with the Employer is in jeopardy, and that failure to meet his membership obligation will result in termination of employment within five (5) days.

- 2.4 The Employer will furnish the Association on a current basis notice of all permanent and permanent part time employees as defined in Article I who have been hired, rehired, transferred, laid off or terminated.
- 2.5 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. Nothing in this Agreement shall deprive employees covered by this Agreement the right of non-association based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay an amount of money equivalent to regular Association dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the Association. The employee shall furnish written proof that such payment has been made. If the employee and the Association do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.
- 2.6 The Association agrees to defend, indemnify, save and hold the City 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 Association dues from the wages of each employee as qualified in Section 3.2 below. The Employer agrees to forward such dues to the account of the Association monthly.
- 3.2 The employee shall have the freedom of option to have their dues deducted, or not to have them deducted, by signing an authorization card to that effect, copies of which shall be given to the Employer and the Association for certification purposes.
- 3.3 Authorization forms shall be signed by each employee wishing to have dues deducted.

### **ARTICLE 4 - WORK SCHEDULE**

- 4.1 The normal work day for Patrol Officers and Sergeants shall consist of the "5/4" work schedule: a work day shall consist of a ten and six-tenths (10.6) hour work

day including time for lunch. The normal Assigned work week shall be five consecutive work days followed by four days of rest, five consecutive work days followed by four days of rest and five consecutive work days followed by five days of rest. The work week shall not exceed fifty-three (53) hours except as provided below.

- 4.2 The normal workday for Detectives will consist of the “4/10” work schedule: A work day shall consist of ten (10) consecutive hours including time for lunch. The Normal assigned work week shall be four (4) consecutive days of works followed by three consecutive days of rest, not to exceed forty (40) hours except as provided below.
- 4.3 The normal work day for the Administrative Sergeant will consist of eight (8) consecutive hours including time for lunch. The normal assigned work week shall be five (5) consecutive days, followed by two (2) days of rest, not to exceed forty (40) hours except as provided below, provided that the Administrative Sergeant may work the “4/10” work schedule as described in Section 4.2 above.
- 4.3 The parties may, upon mutual consent, meet and discuss alternative work shifts.
- 4.4 There shall be three patrol schedules in a calendar year in blocks of four months each:
  - Schedule “1” is from January through April;
  - Schedule “2” is from May through August;
  - Schedule “3” is from September through December.

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

Probationary employees will not be eligible for bidding, including those persons whose probation ends at any time during the succeeding year. Probationary employees will be scheduled by management and may be assigned and rotated to any shift schedule.

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

will affect the least senior employee whenever possible.

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

Both parties acknowledge that a balance of experience on the respective squads can be critical to the Police Department's overall efficiency. It is agreed that management, after reviewing the bids, has the right to make adjustments to the squad staffing, by reverse seniority, to achieve experiential balance.

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

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

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

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

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

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

- 4.5 Two (2) rest periods of fifteen (15) minutes each shall be allowed employees when conditions permit.

## **ARTICLE 5 - OVERTIME**

- 5.1 Overtime shall be defined as all hours worked outside of an employee's regularly scheduled shift, with permission of the supervisor. There shall be no pyramiding of overtime. Overtime compensation can only be received when the employee is not in another form of paid status

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

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

“Call Back” shall mean that an employee is required to physically return to work outside their regular scheduled work hours and that the employee was unaware of the work assignment at the end of his/her previous shift.

Also for purposes of this section “outside of an employee’s regular work hours” means the employee’s scheduled days off, any paid leave which has been pre-approved and also means the time when an employee has left work on a regularly scheduled work day to the time the employee is due to return to work for his/her regularly scheduled shift.

- 5.4 Officers not notified of a cancellation of a scheduled court appearance within twelve (12) hours of the scheduled appearance shall receive three (3) hours of compensation at the overtime rate of pay. Officers are responsible for checking in with their supervisor on the case status no later than twenty-four (24) hours prior to the scheduled court date.
- 5.5 Employees who are required to standby shall receive compensating time off at one-half (0.5) time.
- 5.6 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 one hundred thirty (130) hours. Requests to utilize accrued compensatory time off of eight (8) hours or more shall be made to the Chief or his designee with three (3) days notice unless to do so would unduly disrupt the operations of the Department. Such requests shall be granted in accordance with the Fair Labor Standards Act.

- 5.7 Anytime an overtime slip is denied, the employee shall receive written notification of the denial.
- 5.8 An employee, with consent of the Employer in advance, may be allowed to “flex” their work day by leaving work prior to completion of the full normally scheduled work day and may return to work at a later time, on the same day, to complete their scheduled work shift. In limited situations, and with the approval of the Chief, Captain or designee, the employee may be allowed to complete their work shift on the following day. When this happens, no overtime compensation in any form will be paid to the employee. Provided, should the employee actually work more hours than they were regularly scheduled for, standard overtime rules would apply. Specifically, there is no “call back” penalty when an employee flexes their work shift. Flex time will only be allowed with advance approval and upon consent of the employee.
- 5.9 Sergeants Receiving Work Telephone Calls While Off Duty: A commissioned Sergeant who is called during non-working hours to perform official duties and who is not required to report to a work site shall be compensated for thirty (30) minutes of pay at the applicable overtime rate for all calls lasting five (5) minutes or longer. Additional telephone calls occurring within the same thirty (30) minute time frame shall not require additional compensation.
- If the call results in the Sergeant reporting to the work site, Article 5.3 will apply and the employee is not eligible for the thirty (30) minutes of compensation outlined in this section, assuming the phone call occurred within 30 minutes of physical response.
- 5.10 Officers Receiving Work Telephone Calls While Off Duty: Officers who are called via telephone while off duty shall be compensated as follows:
- Telephone call must be more than 5 minutes in duration.
  - Telephone call must have been directed by the Police Captain employee level or above.
  - Compensation will be fifteen (15) minutes of pay at the standard overtime rate (1 ½ times hourly rate).
  - This is not intended to compensate officer to officer or Sergeant to officer initiated phone calls.
- 5.11 Overtime opportunities for standard patrol overtime shall be offered to all eligible CPOA members based upon a seniority schedule, with those most

senior being given preference. Overtime opportunities for approved extra duty overtime shall be offered to all eligible CPOA members based upon a rotational schedule. In both instances, there will be no preference given for rank, unless the opportunity is restricted to a supervisor.

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

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

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

Provided, at certain times the employer, for valid reasons of “business necessity” or “emergency” may elect to not follow these processes. Any overtime opportunity that is brought to the attention of the department with less than 48 hours to fill said opening shall be deemed to be an “emergency.” In addition, certain overtime opportunities are restricted based upon a “business necessity” which means only certain individuals have the qualifications and skills needed for a specific assignment or function.

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

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



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

## **ARTICLE 6 – HOLIDAYS**

- 6.1 All probationary police employees will be granted one hundred thirty-eight (138) hours of annual holiday time at the rate of eleven and one-half (11.5) hours per month. The monthly accrual rate will continue until January 1 of the year following their probationary period, at which time they will accrue one hundred thirty-eight (138) hours of holiday time under the provisions of 6.2. See accrual maximum in Article 7.1.
- 6.2 Members will be granted one hundred thirty-eight (138) hours of annual holiday time each year in lieu of holidays.
- 6.3 Employees can, at specified times during the year, buy back portions of their accrued holiday time in blocks of at least ten (10) hours. The Employee must notify Finance before the payroll cut-off date to receive holiday buy back in that pay period. The employee may buy holiday time any individual month except in December or January.
- 6.3(b) Employees also have the option of converting their holiday time to regular monthly pay by notifying Administrative Services during open enrollment each year, prior to December 1. Employees opting for this will be allowed to add 11.5 hours of holiday pay each month of the year to their regular pay. This option will apply equally to all 12 months of the year and will be paid at the regular rate of pay.
- 6.4 When an employee gives notice of separation from employment for any reason other than retirement or is on an unpaid leave of absence, the amount of holiday pay shall be prorated at the rate of eleven and one-half (11.5 hours) per month until the final date of separation. Any adjustment necessary to previously accrued hours will be made immediately. For employees who have cashed out their holiday pay prior to separation, the accrual shall be determined on a prorated basis until the last day of the month of separation and any unearned accrual that has been paid shall be deducted from the final paycheck.
- 6.5 Each year, any holiday time not used by the end of the December pay period shall be added to the employee’s vacation bank. See Article 7.1 for maximum annual carry over limits.

## ARTICLE 7 - VACATIONS

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

| <u>Years of Law Enforcement Service*</u> | <u>Hours per Year</u> | <u>Hours per Month</u> |
|--|-----------------------|------------------------|
| 0 - 4yrs                                 | 96                    | 8                      |
| 5 - 9                                    | 144                   | 12                     |
| 10 - 14                                  | 168                   | 14                     |
| 15- 19                                   | 192                   | 16                     |
| 20 and over                              | 240                   | 20                     |

\*Commissioned years of service only.

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

- 7.2 All part time employees shall accrue vacation at the same rate as regular full time employees but in proportion to the number of hours worked.
- 7.3 Vacation Bid Process: Employees shall choose vacation by seniority and may schedule their vacation any time upon approval of their supervisor or department head, with certain restrictions listed below dealing with short notice time off requests.

- **First**, the patrol sergeants bid their vacations. Once approved their vacations are posted on the upcoming year's schedule.
  - Sergeants on the same squad are not allowed to take *pre-scheduled bid vacations* off at the same time. This would leave the squad without adequate supervision that period.
- **Next**, bid sheets for patrol officers are posted for each side. Officers are allowed to bid for up to two weeks of vacation by seniority each round. There are three rounds of vacation bidding. The second and third rounds begin after the previous rounds have been posted to the schedule.
  - No more than two members of a squad will be scheduled off at one time on *pre-scheduled bid vacations*.

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

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

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

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

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

If a member has submitted a request for vacation leave on one of these “blackout dates” and would have normally been granted the leave absent the “blackout date” declaration, then the member shall be compensated at the

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

## **ARTICLE 8 - SICK LEAVE**

- 8.1 Employees of the police department shall accrue sick leave at the rate of ten (10) hours per month with a maximum accrual of one thousand forty (1040) hours allowed to be carried over each January 1.
- 8.2 Sickness or disability shall be reported to the department head or the immediate supervisor at least four (4) hours prior to commencement of the employee's workday, or as soon thereafter as practicable. The employee may be required to provide a note of verification as permitted by law.
- 8.3 Employees are entitled to use sick leave for only a bona fide illness or injury, quarantine due to exposure to contagious diseases, and any physical treatment or examination including medical, dental or ocular. Employees may also use sick leave for illness or injury to the employee's spouse, domestic partner, child, grandparent, grandchild, sibling, or any person living in the immediate household, requiring the employee's attendance and/or care. Emergency and last minute appointments shall be approved by the immediate supervisor, Captain, or Police Chief.

Sick leave may also be used for parents, including "step" and "in-law" relationships, as well as foster, legal guardian, in loco parentis and de facto situation.
- 8.4 Employees entitled to sick leave who have exhausted their sick leave accrual may use accrued vacation.
- 8.5 Eight (8), ten (10) or ten point six (10.6) hours sick leave will be charged for each working day off duty, in accordance with the employees scheduled work hours for that day.
- 8.6 Time off for medical purposes shall be charged against sick leave for actual time used only.
- 8.7 Any employee who has reached their maximum accrual of one thousand forty (1040) sick leave hours shall be eligible to cash out at straight time, thirty-

three percent (33%) of all hours that would have been accrued over the maximum allowed.

- 8.8 If an employee retires from the City, meeting LEOFF plan requirements, that employee is eligible to cash out twenty-five (25%) percent of their sick leave balance at their current straight time rate.

8.9 Federal Family Medical Leave

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

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

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

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

employee's former or equivalent position.

#### Washington State Family Leave

An employee is entitled to twelve (12) workweeks of family leave during any twenty-four month period to: (a) care for a newborn child or adopted child of the employee who is under the age of six at the time of placement for adoption, or, (b) care for a child under eighteen years old of the employee who has a terminal health condition, or (c) to care for the employee's domestic partner with a serious health condition. This twelve weeks allowed by Washington State Law (RCW 49.78) for leave is in addition to leave provided for pregnancy or childbirth.

#### Washington State Family Care Rules

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

### **ARTICLE 9 - BEREAVEMENT LEAVE**

- 9.1 A maximum of three (3) paid working days (consecutive or non-consecutive) bereavement leave shall be allowed when there is a death in the employee's immediate family. "Immediate family" shall be defined as: the employee's spouse, domestic partner or significant other, child, parents, brother, sister, grandparents and grandchildren, or any member of the immediate household. This will also include "step" and "in-law" relationships.
- 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 Bereavement leave of more than three (3) working days may be taken subject to the approval of the department head. Bereavement leave in excess of three (3) working days will be charged to sick leave, vacation leave, or leave without pay.
- 9.4 Employees may be excused by the Employer to attend the funeral of deceased fellow employees as leave with pay.
- 9.5 Administrative Services will administer article 9 for consistency in unique circumstances as they arise.

## **ARTICLE 10 - JURY DUTY**

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

## **ARTICLE 11 - OTHER LEAVES**

- 11.1 In the event of a military leave, the Employer abides by the provisions of the State of Washington RCW 38.40.060 which stipulates that employees who are members of the National Guard or Federal Reserve military units are entitled to be absent from their duties up to twenty-one (21) calendar days with pay during each calendar year 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 his/her 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.

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

- 11.2 The Employer may grant a regular employee a leave of absence without pay for a period not to exceed ninety (90) days. No leave of absence without pay shall be granted except upon written request of the employee. Whenever granted, the leave shall be in writing and signed by the Employer, and a copy filed with the department head. Upon expiration of a regularly approved leave without pay, the employee shall be reinstated in the position held at the time leave was granted without loss of seniority status, excepting that the time on

leave will be deducted from his total service to determine seniority. Failure on the part of the employee on leave without pay to report promptly at the expiration of the leave shall constitute cause for forfeiture of right to reinstatement. The Employer may, in exceptional circumstances, extend leave beyond ninety (90) days but reinstatement cannot be guaranteed.

- 11.3 Upon written request from the Association, an Association officer or steward may be granted time off without pay or any cost to the employer to conduct bona fide business of the Association.
- 11.4 The City and the Association agree to abide by the Washington State Domestic Violence/Sexual Assault leave law.
- 11.5 **Workers' Compensation (Labor and Industries) Leave**  
Employees on leave under an approved Department of Labor and Industries claim, due to an on the job injury/illness, shall be subject to no reduction in wage or benefit. The employee shall endorse over to the City any time loss checks received by the State to offset the Labor and Industries leave used by the employee.

## **ARTICLE 12 - SENIORITY**

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

## **ARTICLE 13 - PROMOTIONS, DEMOTIONS AND TRANSFERS**

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

## **ARTICLE 14 - LAYOFFS AND RECALL**

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



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

- 15.1 The Employer shall offer at least two (2) hospital-medical plans for employees and their dependents.
- 15.2 The Employer shall provide post-retirement medical insurance from retirement to age sixty-five (65) for the employee only, provided the employee has been employed by the City for a total of ten (10) years and is retiring from the City under the provisions of the applicable LEOFF retirement plan. The post-retirement medical plan benefits will be the same plan as the active members, if available, or the plans with the closest benefit levels. In the event the plan with the closest benefit levels is no longer available, the City may move the retiree to the plan with the next best benefit level. In the event that the insurance plan is subject to an additional tax or surcharge required under State or Federal Law, the parties agree to meet and negotiate a change in plans to avoid the payment of said fee. If the retiree opts to upgrade to other plans available through the provider, the difference in premium is the retiree's responsibility. Coverage for a spouse/domestic partner may be paid for by the employee in accordance with the requirements of the applicable plan. Employees hired after July 31, 2001 as described above shall not be eligible for employer paid post-retirement medical insurance, but may participate for themselves and spouse/domestic partner at their own expense for the employee and spouse/domestic partner, consistent with plan requirements.
- 15.3 The Employer shall provide a term life insurance policy for all employees working twenty (20) hours a week or more. The amount of the policy shall be equal to the nearest thousand dollars of the employee's normal yearly salary exclusive of overtime but not to exceed a maximum of fifty thousand dollars (\$50,000.00).
- 15.4 Health Insurance  
AWC HealthFirst 250 and Kaiser Plan \$250 – 10%/E114): The employer will pay medical coverage premiums for employees and dependents as follows:

Employee only coverage: one hundred (100%) percent

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

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

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

#### **ARTICLE 16 - DISCIPLINARY PROCEDURES**

- 16.1 The Employer may discipline or discharge an employee for just cause inclusive of those causes set forth in the Civil Service Rules and Regulations but not necessarily limited thereto.

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

1. Verbal Warning - Written records of a verbal warning or counseling shall be removed and destroyed after twelve (12) month without a reoccurrence of similar conduct which gave rise to the warning or counseling.
2. Written Reprimand - Written reprimands shall be removed and destroyed after eighteen (18) months without reoccurrence of the same conduct which gave rise to the reprimand.
3. Suspensions - Written records of suspensions shall be removed and destroyed after sixty (60) months without a reoccurrence of similar conduct which gave rise to the suspension.

If discipline noted in an evaluation has passed the retention period set forth in Article 16.7 of the contract, at the request of the employee, a sheet will be attached to the evaluation stating that the discipline referred to in that evaluation has been permanently destroyed.

It is not the intent of the City to rely on discipline noted in the evaluations beyond the retention schedule for progressive discipline purposes.

For promotion purposes, the documentation set forth in paragraph a above will be shared as additional consideration for promotional candidates.

- 16.8 It is the Employer's sole determination as to whether or not an employee suspended without pay may be allowed to forfeit accrued vacation or compensatory time off in lieu of the suspension of pay.
- 16.9 Disciplinary documents that meet the criteria of "Brady" documents under the Court Rule shall be maintained until deemed unnecessary by the Prosecuting Attorney or the State Criminal Justice Training Commission on police officer decertification and are exempt from the above listed rule. However, no release of these "Brady" disciplinary documents will be made to any other person or entity and will not be used for any other purpose outside of the application of the court or the Criminal Justice Training Commission.

## **ARTICLE 17 - UNIFORMS WEAPONS AND EQUIPMENT**

- 17.1 The Employer will furnish three (3) sets of standard approved uniforms to new employees.
- 17.2 Uniforms shall be cleaned and maintained under a quartermaster system as determined by the Chief or his designee. The Employer shall pay for the cleaning of up to six (6) uniforms and one (1) jacket per month, on average, for each employee. Employees who have been assigned to a detective assignment shall have the same cleaning allowance as those in the patrol division. The

Employer shall pay for the cleaning of up to six (6) civilian shirts and pants, on the average, for each month, provided those items are used in connection to the job.

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

#### **ARTICLE 18 - GRIEVANCE PROCEDURE**

- 18.1 The parties hereto recognize the need for fairness and justice in the adjudication of employee grievances and enter into this Agreement in a cooperative spirit to adjust such actions promptly and fairly. If a grievance cannot be resolved through informal means, the grievance will be settled as hereinafter provided.
- 18.2 A grievance is defined as a dispute involving the interpretation, application or alleged violation of any specific provision of this Agreement.
- 18.3 Any party who believes they have a grievance arising out of the terms of this Agreement may, except for arbitration, personally or through a representative, apply for relief under the provisions of this Article.
- 18.4 The parties agree that the time limitations provided are essential to the prompt and orderly resolution of any grievance, and that each will abide by the time limitations, unless waived or extended by mutual agreement of the parties to the grievance.
- 18.5 If any party fails to file a grievance within ten (10) working days from the date of the occurrence or knowledge of the occurrence, then said party forever waives and forfeits the grievance as well as any and all rights and remedies relating to said grievance. Failure to pursue a grievance to the next step

renders final and conclusive, the last determination and response. If an employee wishes to have those matters currently addressed under Civil Service Rules and Regulations, inclusive of promotions, demotions, transfers, layoffs, recall and discipline, but not limited thereto, the employee must file a request for an investigative hearing within ten (10) calendar days of the occurrence. Regarding disciplinary actions, the employee may elect to have disciplinary action reviewed by the Civil Service Commission. If the employee elects to have disciplinary action reviewed by the Civil Service Commission then a request for an investigative hearing must be filed with the Commission within ten (10) calendar days from the date of the disciplinary action. The employee must elect to have disciplinary action reviewed either through the grievance procedure or by the Civil Service Commission. An employee is not entitled to review of disciplinary action under both procedures. If the employee elects to pursue matters before the Civil Service Commission then the Civil Service Commission procedures will be applicable and not those of the collective bargaining agreement.

18.6 The formal grievance procedure shall be as follows:

Step 1:

In order to protect all parties, and provide for clear documentation, all grievances shall be in writing. To allow for grievances to be settled at the lowest possible level, each grievance shall be presented in writing by the member, or by the Association on behalf of the member, to the involved member's immediate supervisor within ten (10) working days from the occurrence or knowledge of the occurrence. The employee shall have the option of being accompanied by his Association representative. The immediate supervisor shall respond within three (3) working days. If the matter is not satisfactorily resolved, then the grievant may move to Step 2 in accordance with the provisions herein below.

Step 2:

The grievance shall be presented in written form, stating the specific provision of this Agreement allegedly violated, to the Chief within ten (10) working days from its occurrence or knowledge thereof. Thereafter, the Chief shall respond in writing to the aggrieved employee within ten (10) working days after receipt of the grievance. The grievance will be considered "received" using the date the email was opened (if submitted electronically) or date written grievance was opened by the Chief. If the employee elects to have applicable matters reviewed by Civil Service then the employee will need to comply with the provisions set forth in Section 18.5 above.

Step 3:

If the grievance is not resolved to the satisfaction of the concerned parties at Step 2, then within ten (10) working days of the response in Step 2 above, the grievance shall be presented to the Mayor or designee in writing. The Mayor

or designee shall schedule a meeting with the employee within fifteen (15) working days from the date of submission (date stamp on document provided by City Hall) and respond within seven (7) working days (days City Hall is open) of the meeting to the employee and Association. The employee has the right to be represented by his Association representative and the department head has the right to be represented by an Employer representative.

Step 4:

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

If the grievance has not been resolved at Step 3, the Association may refer the unsettled grievances to mediation and/or final and binding arbitration. If the parties refer the matter to mediation then the timelines for final and binding arbitration shall be extended to accommodate the mediation process.

(b) Notice - Time Limitations: The Association shall notify the other party in writing of submission to mediation or arbitration within twenty (20) working days after receipt of the Step 3 response.

(c) Mediation: Mediation is provided as a free service by PERC. The Employer and the Association shall each pay for their own fees or costs associated with mediation.

(d) Arbitrator - Selection: After timely notice, the parties shall establish who the arbitrator will be in the following manner:

(i) After timely notice, the parties shall select an impartial arbitrator within thirty (30) days, if possible, after the request is made to arbitrate.

(ii) If the parties cannot mutually agree on an impartial arbitrator who is able and willing to serve on a timely basis, they will request a list of nine (9) arbitrators who are willing to abide by time limitations. A list of impartial arbitrators shall be furnished by the Public Employment Relations Commission (PERC). The parties shall flip a coin to determine who will strike the first name, following which each will alternately strike one of the names submitted until one (1) name remains. This person will serve as the sole arbitrator subject to the following provisions.

(d) Decision - Time Limit: The arbitrator will meet and

hear the matter at the earliest possible date after the selection of said arbitrator. After completion of the hearing, a decision shall be entered within thirty (30) working days or as soon as possible thereafter, unless an extension of time is agreed upon as provided for herein.

(e) Limitations - Scope - Power of Arbitrator:

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

(f) Arbitration Award - Damages - Expenses:

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

**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 employer and the Association recognize that the public interest requires the efficient and uninterrupted performance of all City services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this agreement, neither the Association nor the Employer shall cause, engage in, or sanction any work stoppage, slowdown, or other interference with City functions. Employees who engage in any of the foregoing actions may be subject to disciplinary action including suspension or discharge. No individual shall receive any portion of his/her salary or benefits as provided by the employer, and in accordance with applicable law, while engaging in activities in violation of this Article. Nothing herein shall be deemed to prohibit the Association or any individual employee from participating in any lawful activity.

## **ARTICLE 21 - ASSOCIATION REPRESENTATION**

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

## **ARTICLE 22 - COMMUNICATION OF ASSOCIATION BUSINESS**

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

## **ARTICLE 23 - NON-DISCRIMINATION**

- 23.1 The Employer agrees that they will not discriminate against any employee because of lawful Association activity.
- 23.2 Neither the Association nor the Employer, in carrying out their obligation under this agreement, shall not unlawfully discriminate in matters of hiring, training, promotion, transfer, layoff, discharge, or otherwise because of race, color, creed, national origin, gender, age, marital status, disability or religion.
- 23.3 All references to employees in this contract designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

## **ARTICLE 24 - WAGES CLASSIFICATIONS AND PAY PLAN**

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

Probation for Police Sergeants shall be one (1) year. Probationary Sergeants will receive a step upon promotion and a second step at six (6) months upon satisfactory review by the Police Chief or his designee. Upon satisfactory completion of the probationary period, the employee's 'anniversary date' for future pay action shall be established by the date of the previous six-month step increase. If a probationary Sergeant is sick, injured, or is absent from the job for any reason for a period of six (6) consecutive calendar weeks or more, that length of time shall be added to their probationary time and any potential step increases shall similarly be extended.

- 24.3 As outlined in Appendix A:

Effective January 1, 2017, employees in the bargaining unit will receive a 4.5% wage increase.

Effective January 1, 2018, employees in the bargaining unit will receive a 4% wage increase.

Effective January 1, 2019, employees in the bargaining unit will receive a wage increase equivalent to 100% of the change in the BLS West Region CPI-W from July 2017-July 2018, with a minimum of 2% and a maximum of 4%.

Effective January 1, 2020, employees in the bargaining unit will receive a wage increase equivalent to 100% of the change in the BLS West Region CPI-W from July 2018-July 2019, with a minimum of 2% and a maximum of 4%.

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

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

The premium pay shall be as outlined below:

| <b>In year of service</b> | <b>Monthly premium as %age of base wage</b> |
|---------------------------|---|
| 7-10                      | 4.5%  |
| 11-15                     | 5.5%  |
| 16+                       | 6.5%  |

- 24.9 Specialty Assignment Premiums: Employees who are assigned to and who are performing the functions of SRO, Defensive Tactics Instructor, Firearms Instructor, TASER Instructor, PIO, SWAT or Less Lethal (40mm launcher) Instructor, shall receive an additional monthly premium of one point five percent (1.5%) of their base pay. Instructors shall be certified.

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

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

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

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

Effective with the signing of this contract, the currently assigned members shall be grandfathered into their assignments and will receive the premium.

## **ARTICLE 25 - 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 26 - MILEAGE ALLOWANCE**

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

## **ARTICLE 27 - DEPARTMENT RULES AND REGULATIONS**

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

## **ARTICLE 28 - JOB DESCRIPTIONS AND RECLASSIFICATION**

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

## **ARTICLE 29 - CONFLICT OF CONTRACT AND ORDINANCE**

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

## **ARTICLE 30 - MANAGEMENT RIGHTS**

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

- 30.1 The right to institute, from time to time, work rules applicable to bargaining unit employees.
- 30.2 The right to determine work schedules, overtime and the methods and processes by which work is to be performed. Changes to work schedules will be preceded by at least one (1) work day of personal notice of the change, except in the event of an emergency, in which case no notice or discussion is required. For purposes of clarification, one work day's notice is equivalent to twenty-four (24) hours before the start of the next scheduled shift. The remedy for shift change occurring in less than twenty-four (24) hours will result in compensation to the affected employee(s) of an additional one (1) hour of penalty pay at the rate of one and one-half (1.5) times the regular rate of pay. Because this extra one (1) hour is a penalty for the late notice, it does not conflict with the Article 5.1.

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

### **ARTICLE 31 - BILL OF RIGHTS**

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

Such investigations shall be conducted under the following general guidelines:

- When a permanent, non-probationary employee is the subject of a formal internal investigation by the Camas Police Department, prior to any interview of the employee, the employee shall be advised of the specific nature of the inquiry of and whether he or she is suspected of (1) committing a criminal offense; (2) misconduct that would be grounds for termination, demotion, suspension, or other disciplinary actions; (3) that the employee may not be qualified for continued employment with the Department. All interviews shall be conducted in a manner consistent with due process rights granted by law. The officer shall not thereafter contact the citizen or witnesses without prior permission of the Chief of Police.

- If the Chief of Police determines that the officer should be questioned about the allegation, such questioning shall be done as soon as practicable. Unless an emergency is thought by the Chief of Police to exist, such questioning shall be while the member is on duty and during the daytime, if possible.
- Questioning of the officer shall be with full regard to his constitutional rights. If the allegations amount to a charge that the officer is guilty of a crime, he shall be fully advised of his rights under the Miranda decision. The employee shall have the right to retain an attorney of his own choosing, (at no expense to the City of Camas). Such attorney (and/or a representative of the Association) shall have the right to be present during any questioning.
- Questioning of an employee accused of misconduct shall not be overly long, and he/she shall be entitled to reasonable intermission for personal necessities, meals, telephone calls, and rest periods. Providing both parties agree, the Employer or the employee may provide for the mechanical, electronic, or stenographic recording of any formal employee interview which could likely lead to criminal charges being filed against the employee or which could result in discipline of the employee by the Department. Whenever such a recording is made by one party, the other party shall have the right to make a copy of the recording. An employee who is the subject for a formal investigation shall have a right to make copies of any statement he or she has signed pertaining to the investigation.
- It is understood that under state law, no officer may be required to take any lie detector test as a condition of continued employment, though he may request a polygraph test. If one is requested by the employee, it shall be taken by an independent agency mutually agreed upon by the Association and the Chief of Police at the Employer's expense.

### **ARTICLE 32 - LIABILITY INSURANCE**

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

### **ARTICLE 33 - DRUG AND ALCOHOL POLICY AND PROCEDURES**

The Drug and Alcohol Policy and procedures mutually agreed on by the parties is hereby incorporated by reference as though it were set out specifically and

completely in this Agreement. Said policies and procedures are a part of this Agreement.

#### **ARTICLE 34 - SCHOOL RESOURCE OFFICER**

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

#### **ARTICLE 35 - TERMINATION AND RENEWAL**

This agreement shall be in full force and effect from January 1, 2017, except as otherwise indicated, until December 31, 2020.



**CITY OF CAMAS, WASHINGTON**

**CAMAS POLICE OFFICERS' ASSOCIATION**

By: \_\_\_\_\_  
Scott Higgins, Mayor

By: \_\_\_\_\_  
Henry Scott, Association President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Peter Capell, City Administrator

Date: \_\_\_\_\_

## APPENDIX A

### Effective January 1, 2017 – 4.5%

| Position        |      |      |      |      |      |      |      |
|-----------------|------|------|------|------|------|------|------|
|                 | 1    | 2    | 3    | 4    | 5    | 6    | 7    |
|                 |      |      |      |      |      |      |      |
| Police Sergeant | 6606 | 6802 | 7006 | 7215 | 7434 | 7656 | 7883 |
| Police Officer  | 5583 | 5752 | 5924 | 6102 | 6285 | 6474 | 6667 |

### Effective January 1, 2018 – 4%

| Position        |      |      |      |      |      |      |      |
|-----------------|------|------|------|------|------|------|------|
|                 | 1    | 2    | 3    | 4    | 5    | 6    | 7    |
|                 |      |      |      |      |      |      |      |
| Police Sergeant | 6871 | 7074 | 7286 | 7503 | 7731 | 7962 | 8199 |
| Police Officer  | 5807 | 5982 | 6161 | 6346 | 6536 | 6733 | 6934 |

## **APPENDIX B**

### **SCHOOL RESOURCE OFFICER ASSIGNMENT**

1. The Employer and the CPOA agree that the normal assigned work week for the SRO during the school calendar year shall be day shift, Monday through Friday, based on a 5/2 work schedule, not to exceed nine (9) hours per day, inclusive of a one-half (.5) hour paid lunch. The normal shift starting time for the SRO shall be 0700 hours (7:00AM). The normal shift ending time shall be 1600 hours (4:00PM).
2. The SRO work schedule results in the SRO working one (1) hour of overtime each scheduled school work day, in excess of the normal eight (8) hour shift limit of the 5/2 work schedule. This results in the accrual of two hundred and seventy (270) overtime hours (1 hr X 180 school days X 1.5OT) for the SRO over the course of the school calendar year. This calculation is based on the SRO working all scheduled days without using other paid leave (sick, vacation, bereavement, training, compensatory time, administrative leave, etc. Should the SRO miss a scheduled day of work (school day) no overtime accrual would be credited for that day. The Employer and the CPOA agree that overtime accrued by the SRO as listed above (Article 2) may not be submitted by the employee for cash payment.
3. The overtime hours as noted in Section 2 above shall be compensated by twenty-six (26) compensatory days off, coinciding with the number of full-day holiday/student non-attendance days (numbering 26) in the school calendar year as published by the Camas School District in its student attendance calendar. Twenty-six (26) days off would result in the use of two hundred and eight (208) compensatory hours (26 X 8 hrs). School days involving late start or early dismissal times will be worked as a normal full shift by SRO, who shall report to the patrol sergeant for assignment of duties.
4. The accumulation of compensatory time pursuant to this MOU is agreed to as an exception to Article 5.7 of the collective bargaining agreement which limits the accumulation of compensatory time to a maximum of one hundred and two (102) hours. The Employer and the CPOA agree that it will be necessary to establish a separate tracking in the payroll system for compensatory hours earned by the SRO under this agreement, and the SRO will be able to maintain a secondary compensatory time account. The secondary compensatory time account, including the accrual and use thereof, will be guided by Article 5.7 of the CBA. The CPOA agree that all compensatory time accrued pursuant to this agreement, and Article 2 above, shall be used prior to the beginning of the next school year. The SRO shall not be allowed to carry-over compensatory hours earned in one school year to the next school year. This can be

accomplished by the SRO using the remainder of the compensatory hours earned during the summer months.

5. For purposes of calculating paid and compensatory time-off, the SRO work shift will be based on an eight (8) hour day. (e.g., vacation, sick, compensatory time, bereavement leave). Hours worked beyond the normal SRO work schedule will be compensated as standard overtime, guided by Article 5 over the collective bargaining agreement. Extra-duty assignments shall be handled pursuant to the existing extra-duty policy.
6. Compensatory time accrued pursuant to this MOU will be applied to the twenty-six (26) holiday/student non-attendance days for each school calendar year, or the number of scheduled school holidays / non-attendance days, should that number change. The 2007-2008 Camas School District calendar indicated twenty-six (26) school non-attendance days.
7. Vacation and compensatory time off outside of the twenty-six (26) scheduled holidays during the school calendar year will be subject to the pre-approval of the sergeant assigned as the supervisor for the SRO. The SRO may schedule vacation time off at any time, including during the school year. However, the Employer and the CPOA agree that the desired intent is to have the SRO available on school days. To that extent, the SRO is strongly encouraged to take vacation after the end of the school year and before the beginning of the next school year (Summer non-attendance period).
8. Officers assigned as SRO shall be allowed to bid for and obtain vacation during the summer months when school is not in session without having to compete against any other officers. The SRO will bid his/her vacation during the normal vacation bid process, conducted once each year for all CPOA members. Vacation requests submitted by the SRO after the vacation bid process is closed are handled the same as other patrol officers, on a "first come, first served" basis.
9. During the summer break when school is not in session, the SRO will be reassigned to the Patrol Division (day-shift hours), side A or B, or other assignment as mutually agreed upon. Day shift hours are established as either the 6:00AM shift or the 10:00AM shift. The Employer agrees to establish one or the other as the primary shift for the SRO and will make every attempt to reduce the movement between the two throughout the summer months to the degree possible. The CPOA recognize the needs of the Employer to cover vacant shifts caused by other member's absences. Both parties agree that by allowing the SRO only day shift assignments it may force another CPOA employee to be bumped in the work schedule, which may cause a violation of standardized procedure found in Article 4.4. Due to this MOU, a person with more seniority may be moved to another shift to facilitate leaving the SRO on one of the two listed day shifts.

10. Selection of the SRO shall be guided by Camas Police Department policy 2.25.030 and Article 4.4 of the current CBA.
11. This memorandum of understanding shall be considered an addendum to the current CBA, and is entered into pursuant to Chapter 41.56 RCW. Any dispute between the Employer and the CPOA or an employee concerning the interpretation, application, or alleged violation of any term of this Memorandum of Understanding shall be subject to the Grievance Procedure set forth in Articles 18 of the parties' CBA.
12. The normal FLSA work period for the SRO, during the school year, shall be seven (7) days as outlined in the Employee handbook, beginning at 12:01a.m. Monday and ending at 12:00 midnight Sunday of each week. For the period during the summer months when the SRO is assigned back to the 5/4-5/4-5/5 patrol schedule, there shall be a FLSA 28 day work period. A work day is defined as the twenty-four hour period beginning with the start of the employee's shift.
13. Each year, at the conclusion of the school year, the SRO assignment will be reviewed by the Chief of Police. The Chief of Police will consult with the person assigned as the SRO the previous school year to find out if that individual wishes to remain in the assignment another school year. Each year, selection of the SRO is ultimately based on Camas Police Department policy 2.25.030 and Article 4.4 of the current CBA.
14. The Employer and the CPOA recognize that certain extra-curricular events during the school year require the attendance of the SRO, such as football games, basketball games, dances, etc. These events usually take place on times outside of the normal daily work schedule, which is defined above in Article 1. Both parties agree that the SRO daily work schedule may be adjusted for up to 10 work days each school year to account for said events, provided that:
  - a. The events must be established in advance, giving reasonable notice to the SRO of his intended work schedule for the school year. The deadline for establishing the ten (10) event days shall be September 10<sup>th</sup> of each year. Changes to the ten (10) days of pre-established extra-curricular events, after Sept. 10<sup>th</sup>, may only be made by mutual agreement. Should an event be cancelled, the SRO will report to the patrol sergeant for duties that would fulfill the remainder of the normal nine (9) hour day.
  - b. The SRO shift start and ending times for extra-curricular events may be either 11:00AM until 8:00PM, 1:00PM to 10:00PM, or 2:00PM to 11:00PM. Shift start and ending times other than listed here will be only by mutual agreement.