

AGREEMENT BETWEEN

CITY OF CAMAS

and

CAMAS PUBLIC EMPLOYEES' ASSOCIATION

January 1, 2017– December 31, 2020

TABLE OF CONTENTS

Preamble	1
ARTICLE 1 – RECOGNITION	1
ARTICLE 2 - ASSOCIATION MEMBERSHIP AND CHECK-OFF OF DUES	2
ARTICLE 3 - WORK SCHEDULE.....	2
ARTICLE 4 - OVERTIME.....	3
ARTICLE 5 - HOLIDAYS.....	4
ARTICLE 6 - VACATIONS	5
ARTICLE 7 - SICK LEAVE	6
ARTICLE 8 - BEREAVEMENT LEAVE	8
ARTICLE 9 - JURY DUTY	9
ARTICLE 10- OTHER LEAVE.....	9
ARTICLE 11 - SENIORITY.....	11
ARTICLE 12 - EVALUATIONS, PROMOTIONS, DEMOTIONS AND TRANSFERS	11
ARTICLE 13 – LAYOFFS AND RECALLS	13
ARTICLE 14 - HEALTH & WELFARE DENTAL VISION PRESCRIPTION PENSION LIFE INSURANCE.....	13
ARTICLE 15 – JOINT LABOR/MANAGEMENT COMMITTEE	14
ARTICLE 16 - DISCIPLINARY PROCEDURES	14
ARTICLE 17 - GRIEVANCE PROCESS.....	16
ARTICLE 18 - NON-REDUCTION OF WAGES AND WORKING CONDITIONS.....	18
ARTICLE 19 - STRIKES AND LOCKOUTS	18
ARTICLE 20 - ASSOCIATION REPRESENTATION.....	18
ARTICLE 21 - BULLETIN BOARD.....	18
ARTICLE 22 - NON-DISCRIMINATION	18
ARTICLE 23 - WAGES, CLASSIFICATIONS AND PAY PLAN	19
ARTICLE 24 - CLOTHING ALLOWANCE	21
ARTICLE 25 - SEPARABILITY.....	21
ARTICLE 26 - MILEAGE ALLOWANCE	22
ARTICLE 27 - DEPARTMENT RULES AND REGULATIONS.....	22
ARTICLE 28 - JOB DESCRIPTIONS AND RECLASSIFICATIONS	22
ARTICLE 29 - CONFLICT OF CONTRACT AND ORDINANCE	22
ARTICLE 30 - MANAGEMENT RIGHTS	22
ARTICLE 31 - EMPLOYEE RIGHTS	23
ARTICLE 32 - DRUG AND ALCOHOL POLICY AND PROCEDURES	23
ARTICLE 33 - SHARED LEAVE POLICY	23
ARTICLE 34 - ASSOCIATION SECURITY	23
ARTICLE 35 - TERMINATION AND RENEWAL	24
DEFINITION OF JOB TERMS.....	25
EXHIBITS.....	26

THIS AGREEMENT is made and entered into 27th day of August, 2018, by and between the City of Camas, Camas, Washington, hereinafter referred to as the “Employer,” and Camas Public Employees 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

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

ARTICLE 1 – RECOGNITION

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.

The Employer agrees to recognize the Association as the sole collective bargaining agent for the full-time and part-time office-clerical and other employees of the City of Camas, employed in the departments of Administration, Public Works, Community Development, Information Technology, Finance, Police, Parks and Recreation and Fire in the following classifications:

- | | |
|----------------------------------|--------------------------------------|
| Accountant | IT Support Specialist |
| Accounting Assistant | Offender Crew Leader |
| Administrative Support Assistant | Operations Support Specialist |
| Assistant Planner | Permit Technician |
| Building Inspector I | Planner |
| Building Inspector II | Plans Examiner |
| Code Enforcement Officer | Lead Court Clerk |
| Court Clerk | Lead Police Records Clerk/Dispatcher |
| Court Security Officer | Police Records Clerk/Dispatcher I |
| Engineer I | Police Records Clerk/Dispatcher II |
| Engineer II | Recreation Facilities Coordinator |
| Engineer III | Recreation Coordinator |
| Engineering Project Manager | Sr. Administrative Support Asst. |
| Engineering Technician | Sr. Building Inspector |
| Financial Analyst | Sr. Engineering Technician |
| Financial Assistant | Sr. Permit Technician |
| GIS Coordinator | Sr. Planner |
| IT Network Administrator | Sr. Plans Examiner |
| IT Systems Analyst/Programmer | |

In the event the City desires to create a new position classification, it will provide notice and an opportunity to discuss clarification of the position's bargaining unit status with the Association and its attorney.

ARTICLE 2 - ASSOCIATION MEMBERSHIP AND CHECK-OFF OF DUES

- 2.1 The Employer will furnish the Association on a current basis notice of all full-time, and part-time employees as defined in Article I who have been hired, rehired, transferred, laid off or terminated. The Employer will provide written notification to the Association President in a timely manner of all newly hired, rehired, transferred, laid off or terminated employees as defined in Article 1.
- 2.2 Nothing in the above sections will interfere with the employee's rights under RCW 41.56.122 of the Public Employee's Collective Bargaining Act.
- 2.3 The Employer agrees to deduct Association dues from the wages of each employee that authorizes such in writing. The Employer agrees to forward such dues to the office of the Association monthly.
- 2.4 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 - WORK SCHEDULE

- 3.1 Eight (8) consecutive hours, excluding the lunch period, shall constitute a day's work. The normal lunch period shall be one (1) hour. The normal work week will consist of up to forty (40) hours of work in a seven (7) day work period. For clerical employees, the normal work week will be consecutive days, Monday through Friday. The Employer can schedule employees to work non-consecutive work days. Examples of the scheduling are inclusive of working Monday through Thursday, Friday off, and working Saturday. The department head or designee will provide notification of work schedules and changes to those schedules at least two (2) weeks prior to implementation of the different work schedule except in the event of an emergency. If an emergency exists then no notice of change is required.
- 3.2 Each employee shall receive a maximum of two (2) fifteen (15) minute relief periods including transit time in each day's work schedule except in cases of emergency. The first relief period will normally occur prior to lunch, and the second relief will occur after lunch during the tour of duty. Relief periods may not be at the beginning or at the end of the workday or adjacent to the lunch period. To the extent an employee working off-site does not have access to restroom facilities, the fifteen (15) minute relief period shall not include transit time to the nearest restroom facility.
- 3.3 Employee Development and Training
 1. Voluntary Training – Voluntary training or education which directly relates to an employee's current position or department function and which leads to a degree,

registration or certification, shall be reimbursable in accordance with the City of Camas Tuition Reimbursement Program if approved by City Administrator.

2. Mandatory Training - City-sponsored training which is required of the employee shall be paid for by the City. Attendance and travel time in excess of the standard workday will be compensated in conformance with the FLSA. Travel and costs for meals and lodging shall be reimbursed in conformance with the City's travel and meal policies.
3. An employee attending a training session or school in or out of the City shall be assumed to be working a normal work day.
- 3.4 Each member of the bargaining unit may be allowed to exchange shifts with other members when the change is not detrimental to the best interests of the Employer as determined by, and subject to, the approval of the department head or designee.
- 3.5 Consistent with the provisions of Article 30, and by mutual consent, the work week for classifications in the bargaining unit may be adjusted to four (4) consecutive ten (10) hour days, exclusive of the meal period. Under this work schedule, overtime shall be paid for work in excess of a ten (10) hour work day or forty (40) hours in a work week. Additionally, employees or the city may propose alternative work schedules within the limits of a maximum forty (40) hour per week schedule and such schedules may be established by mutual agreement of the Association and the City. No alternative schedule is permitted which would result in the payment of overtime for hours worked during the regular shift.

ARTICLE 4 - OVERTIME

- 4.1 All work performed in excess of eight (8) hours per day (except as noted in 4.5) /or forty (40) hours per week shall be paid for at the rate of one and one-half (1.5) times the regular rate of pay.
- 4.2 Call-backs shall be compensated at a minimum of two (2) hours at the overtime rate of pay. A call-back is defined as having to return to your work site outside of the employee's regular work shift.
- 4.3 Receiving Work Telephone Calls at Home: An employee who is called during non- working hours for work related business and who is not required to report to a work site, shall receive pay in fifteen (15) minute increments. This provision does not apply to telephone calls regarding work scheduling or work site directions.
- 4.4 Off Duty Telephone/Computer Work at Home: An employee directed by their supervisor to perform work from an offsite location outside of their regular scheduled hours will receive pay in fifteen (15) minute increments at the applicable rate of pay.
- 4.5 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 (120) one hundred twenty hours. The use of said compensatory time off is subject to the prior approval of

the department head or designee. Any compensatory time not used by the end of the year shall be carried over or cashed out at the election of the employee.

ARTICLE 5 - HOLIDAYS

- 5.1 The following days shall be paid holidays at the straight time rate for employees covered by this agreement:
- New Year's Day
 - Presidents Day
 - Martin Luther King Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Veterans Day
 - Thanksgiving Day
 - Day after Thanksgiving*
 - Christmas Day
 - Three (3) Floating Holidays (to be used prior to December 31st of the current year)

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

- 5.2 The date of observance of the holidays shall be the date on which the City of Camas, by law, observes those holidays, provided that whenever one of the above holidays falls on a Sunday, the following Monday shall be observed as the holiday, and when such holidays fall on a Saturday, the preceding Friday shall be observed as the holiday.
- 5.3 Any employee who has worked his/her shift or who is on authorized sick leave the day prior to, or immediately after, a holiday will receive their normal rate of pay.
- 5.4 Holidays paid for but not worked shall be recognized as a shift worked for the purpose of determining weekly overtime.
- 5.5 Any employee who is on medically authorized sick leave when a holiday occurs will receive their normal rate of pay for that holiday and will not have their sick leave accrual charged.
- 5.6 Any employee who is on scheduled and approved vacation when a holiday occurs will receive their normal rate of pay for that holiday and will not have their vacation accrual charged for the holiday.
- 5.7 Any employee who is normally scheduled for a shift of eight (8) or more hours on Christmas Eve day will be allowed to leave two (2) hours prior to the end of their regular quitting time, with pay, unless in the opinion of the Employer, the employee's services are needed and required in the interests of the public health, safety or general welfare, or for reasons of emergency in which case the employee shall not be entitled the time

off. If an employee is required to work they will be allowed to take two (2) hours off at another mutually agreeable time.

- 5.8 A full-time employee who is required to work on any of the holidays listed in Article 5.1 shall be compensated at the rate of one and one-half (1.5) times their regular rate of pay for all hours worked. In addition, the employee shall receive eight (8) hours of holiday pay. By mutual agreement an employee may choose to take another day off in lieu of holiday pay.

Part-time employees required to work on the holidays listed in Article 5.1 shall be compensated at the rate of one and one-half (1.5) times their regular rate of pay for all hours worked. In addition, the employee shall receive pro-rated hours of holiday pay based on FTE status. By mutual agreement, an employee may choose to take another day off in lieu of holiday pay.

An employee who is not scheduled to work on a City holiday, shall, by mutual agreement, take another day off in lieu of holiday pay, equal to the employee's prorated hours of holiday pay based on FTE status.

- 5.9 Newly hired employees shall be entitled to a pro-rata share of the three "floater" holidays, based on the part of the year that the employee is employed. Part time employees shall be entitled to a pro rata share of the three (3) floater holidays.

ARTICLE 6 - VACATIONS

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

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

Maximum vacation accrual to carry over: 400 hours.

- 6.2 All part-time employees shall accrue vacation at the same rate as full-time employees but in proportion to the number of hours worked.
- 6.3 Employees shall choose vacation by seniority and may schedule their vacation any time upon approval of their supervisor or department head. Seniority does not override vacation which has already been approved.
- 6.4 An employee not taking their vacation shall not be entitled to extra compensation for

having worked during the period for which they were entitled to vacation unless required by a department head or designee and approved by the Employer to do so.

- 6.5 Employees shall receive all accrued vacation at the time of termination including that earned during the year of termination.
- 6.6 Holidays occurring during an employee's vacation shall not be charged against earned and accrued vacation. Employees shall be permitted to utilize both vacation leave and sick leave on the same day.
- 6.7 Employees are eligible to use only vacation leave which is in their leave bank. An employee may not use leave that is being accrued in the current pay period.

ARTICLE 7 - SICK LEAVE

- 7.1 Employees shall accrue sick leave at the rate of eight (8) hours per month with a maximum accrual of one thousand forty (1040) hours allowed for carryover each calendar year. Part time employees working ten (10) or more hours per week shall accrue sick leave at the same rate but in proportion to the number of hours worked.
- 7.2 Employees noted in Section 7.1 above are entitled to use sick leave for only a bona fide illness or injury, quarantine due to exposure to contagious diseases, any physical treatment or examination including medical, dental or ocular. Employees may also use sick leave for illness or injury to the employee's spouse, domestic partner, minor child, grandparent, grandchild, sibling, or any person living in the immediate household, requiring the employee's attendance and/or care.

Sick leave may also be used for parents, including "step" and "in-law" relationships as well as foster, legal guardian, in loco parentis, and de facto situations. Sick leave for the care of other individuals with "family like" relationships may be considered by the Employer on a case-by-case basis.

Bargaining unit members are entitled to the protection of the Washington Family Care Act and all other applicable laws.

- 7.3 Employees entitled to sick leave who have exhausted their sick leave accrual may use accrued vacation.
- 7.4 Time off for medical purposes shall be charged against sick leave for actual time used only.
- 7.5 Employees are eligible to use only sick leave which is in their leave bank. An employee may not use leave that is being accrued in the current pay period.
- 7.6 Sickness or disability shall be reported to the department head or immediate supervisor prior to time for commencement of the employee's work day, or as soon thereafter as

practicable. The employee may be required to provide a note of verification as permitted by law.

- 7.7 Any employee who has reached their maximum accrual of one thousand forty (1040) sick leave hours during the previous 12 consecutive calendar months, shall be eligible to cash out at straight time, 33% of all hours that would have been accrued over the maximum allowed. The benefit paid under this article shall be pro-rated for part time employees. This benefit will be paid out in December of each year.
- 7.8 If an employee retires from the City, meeting PERS plan requirements, or in the event of death of the current employee, that employee or his/her beneficiary is eligible to cash out 25% of their sick leave balance at their current straight time rate.
- 7.9 The city shall administer state and federal laws related to family leave in accordance with those laws and consistent with city personnel policies. This includes FMLA, WFLA and the Washington Family Care Rules.
- 7.10 Family Leave: Employees who work for the city at least twelve (12) months and have worked 1250 hours over the previous twelve (12) months are eligible for up to twelve (12) weeks total of paid or unpaid leave per 12 months period for birth, adoption, foster care of a child or a serious health condition of the employee or immediate family member requiring in-patient care or continuing treatment by a health care provider. The 12 weeks allowed by State Law (RCW 49.78) is in addition to leave provided for pregnancy or childbirth. Employees may use sick leave for illness or injury to the employee's spouse/domestic partner or minor child requiring the employee's attendance and/or care under the provisions of RCW 49.78.

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

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

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

Under the Washington Family Leave Act, (but not the FMLA), an eligible employee may be entitled to up to 12 weeks of leave to care for the employee's registered domestic partner with a serious health condition. The rules and procedures set forth above will apply to such leave requests, provided that health insurance will not be automatically continued unless the employee elects continuation coverage at his/her expense.

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

ARTICLE 8 - BEREAVEMENT LEAVE

- 8.1 A maximum of three (3) paid working days (consecutive or non-consecutive) for bereavement leave shall be allowed when there is a death in the employee's immediate family or any other member of the immediate household. An additional two (2) days shall be allowed as needed and will be charged to sick leave, vacation leave, comp time, floating holiday or leave without pay at the discretion of the employee and with the approval of their supervisor.
- 8.2 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 nephew of the first generation.
- 8.3 Employees may be excused by the Employer to attend the funeral of deceased fellow employees as leave with pay.
- 8.4 Administrative Services will administer Article 8 for consistency in unique circumstances as they arise.

Immediate Family: The employee's spouse/domestic partner, their children, parents,

siblings, grandparents or grandchildren, and any member of the immediate household. Immediate family includes “step” and “in-law” relationships.

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

ARTICLE 9 - JURY DUTY

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

ARTICLE 10- OTHER LEAVE

10.1 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 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 20 hours per week to be eligible for this family military leave. Employees are eligible for this leave per deployment.

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

10.2 The Employer may grant an employee a leave of absence without pay for a period not to exceed ninety (90) days. No leave of absence without pay shall be granted except upon written request of the employee. Whenever granted, the leave shall be in writing and signed by the Employer, and a copy filed with the department head or designee. Upon

expiration of a regularly approved leave without pay, the employee shall be reinstated in the position held at the time leave was granted without loss of seniority status, excepting that the time on leave will be deducted from the employee's total service to determine seniority. Failure on the part of the employee on leave without pay to report promptly at the expiration of the leave shall constitute cause for forfeiture of right to reinstatement. The Employer may, in exceptional circumstances, extend leave beyond ninety (90) days. The City cannot guarantee position reinstatement after 90 days.

- 10.3 Association Business Leave: Mutually Agreed City/Association Joint Functions shall be considered City paid time: Such functions shall include negotiations and joint City/Association committees such as Labor Management Committees, duties as an Executive Committee member as defined in Association bylaws, and any other joint City/Association business, subject to mutual agreement of the parties. City employees participating in such activities will be allowed to do so without loss of pay, as long as such activity occurs during regular scheduled working hours. One (1) Association representative may also attend disciplinary meetings (along with the affected employee), grievance arbitrations and PERC hearings without loss of pay, as long as such activity occurs during regularly scheduled work hours.

City Property: Subject to prior approval by the Employer, the Employer may allow the Association to meet on City Property, provided there is no disruption to the work, and subject further to proper advance notice and no scheduling conflict(s).

- 10.4 Domestic Violence/Sexual Assault: The Employer will grant leave in accordance with the City's Domestic Violence/Sexual Assault policy.
- 10.5 Worker's Compensation: Worker's Compensation provides partial wage replacement for injured employees.

First 90 days: Employees would continue to receive benefits following the current practice (Employer keeps on salary and employee turns over time loss checks) while the employee is off on a work related injury/illness.

After 90 days, the employee may elect one of the following options:

- Elect to use his/her sick leave or other available paid leave to supplement the time loss payments so that the employee's total compensation equals, but in no event shall exceed, 100% of his/her salary; or
- Elect not to use paid leave as a supplement, in which case any time loss payments received by the employee from the Department of Labor and Industries may be kept, and their time in the payroll system will be documented as leave without pay.

LIGHT DUTY: The City will assign light duty to the employee anywhere in the City, as agreed upon by the association and the employer. The Association will not unreasonably

withhold consent to a light duty assignment. Administrative Services would be the point person and would review the Doctor's note and restrictions, work with the department and make a formal offer of light duty work to the employee. If the employee turns down the light duty, no time loss checks will be issued by L and I (as is their policy). The employee would need to use leave for their time off until they are released to full duty, or if they accept the light duty assignment at a later date.

ARTICLE 11 - SENIORITY

- 11.1 City seniority is the length of continuous employment of an employee with the City of Camas. Where abilities are substantially equal City seniority shall be observed with respect to promotions, transfers and layoff.
- 11.2 Seniority shall be broken only by resignation, discharge, retirement, layoff of more than twelve (12) months, or failure to return in accordance with the terms of a leave of absence or when recalled from layoff.
- 11.3 Part-time employees will receive seniority on a seniority pro-rata basis equal to the actual hours worked as related to the normal work year of 2080 hours.
- 11.4 Department seniority is defined as the length of employment with the City in any one department, and is the seniority used in selection of vacation, overtime and similar scheduling matters.

ARTICLE 12 - EVALUATIONS, PROMOTIONS AND TRANSFERS

- 12.1 The City shall implement a semi-annual or annual performance evaluation of each employee. The importance of this process, and the need for its careful consideration in execution, is emphasized. The purpose of the performance review is to maintain a mutual understanding of the Employee and Employer's role in providing quality and service to the City; and is a basis for promotions, goal setting, pay step progression (ref. 23.2) and other personnel related action. These evaluations and performance review procedures shall be carried out, and submitted each year, for ultimate review by the City Administrator.
- 12.2 Promotions: Promotion is hereby defined as a move from a lower position to a higher position. Upon promotion, the employee may be placed on any pay step in the higher position that is at least 6% higher than his or her base pay in the lower classification, provided, however, that the salary shall not exceed the top of the pay range as a result of the promotion. Regular employees working out of class or that were placed in a temporary position prior to promotion will receive their pay increase based on their regular position's pay rate at the time of promotion. The employee is not eligible for a step increase at the end of their probationary period. The employee will be eligible for step increases on the new anniversary date that is established upon their promotion.

Anniversary Date Upon Promotion: The employee's anniversary date for wage increases

will be the date of appointment to the higher classification. If the employee was previously working out of class or as an interim in that position prior to promotion, the employee's anniversary date shall be the date of appointment to the temporary position.

In the event the employee does not successfully pass the probationary period, such employee shall be reinstated to his or her prior position without any loss of seniority or pay provided the rate shall not exceed the normal rate of the subject employee for the position being reinstated to.

- 12.3 Vacancies: The Employer and the Association recognize the importance of creating and maintaining opportunities for career advancement for current employees as well as the importance of recruiting the best possible candidates for open positions. When a bargaining unit position becomes available that the Employer intends to fill, the Employer will give interviews to qualified internal applicants who have applied to transfer, promote, or demote into the position. The Employer may then also advertise open positions externally. If the Employer elects to leave an open position unfilled, the Employer will notify the Union of that fact.

Posting of Vacant Positions: Vacant positions will first be posted internally for a period of five (5) calendar days. The posting will include, at a minimum, a description of the work to be performed, the requirements of the position, and the rate of pay. Employees interested in applying for a posted position must submit a letter of interest and resume to Administrative Services. All application materials must be submitted within the time limit stated in the job announcement.

Consideration of Applicants: If there are three (3) or more qualified internal applicants for a position, including employees wishing to transfer, promote or demote into the position, the Employer will interview and/or test any internal candidates who meet the minimum qualifications as stated in the posting prior to interviewing external applicants. If there are fewer than three (3) qualified internal candidates for a position, the Employer will conduct interviews of any internal and external applicants at the same time. The Employer shall employ merit principles and shall select candidates for vacancies on the basis of their relative qualifications. In reviewing qualifications and filling job vacancies, the Employer may take into consideration factors including but not limited to education, experience, aptitude, knowledge, interpersonal skills, and the quality and length of employment with the City. Where the relative qualifications, as described above, of two or more candidates are substantially equal, City seniority shall be the deciding factor. Nothing contained herein prevents the Employer from hiring an external candidate with superior qualifications over a less qualified internal candidate, even when that internal candidate possesses the minimum qualifications.

- 12.4 Lateral Transfer: An employee may apply for and receive a transfer to a position of another classification with the same position, range, and step. Such transfer may be made upon request of the employee at the discretion of the Employer. Any employee so transferred shall receive the same salary as in his/her former position, however, all requests must be in writing and agreed to by the Employer. In the event that the

employee does not successfully pass the probationary period, such employee shall be reinstated to his or her prior position without any loss of seniority or pay provided the rate shall not exceed the normal rate of the subject employee for the position being reinstated to.

ARTICLE 13 – LAYOFFS AND RECALLS

- 13.1 Application of the principle of seniority shall apply in the case of layoff and reinstatement provided that the remaining employees shall have the skill and ability to do the work as determined in a fair and equitable manner.
- (a) In layoff, the last employee employed shall be the first laid off provided the senior employee is capable of performing the work with the required skills and ability as determined by the department head or designee.
- (b) The last employee laid off shall be given the first opportunity to be reinstated provided, however, that such employee has the qualifications and abilities for the position for which he/she is to be reinstated. Any notice of re-employment to an employee who has been laid off shall be made by phone or certified mail. The employee shall keep the Employer advised of his/her current address. Failure of such employee to report for reinstatement within 10 days shall result in loss of seniority.
- 13.2 Two (2) weeks' notice of such layoffs shall be given as soon as possible before the scheduled layoff or two (2) week's pay in lieu of notice. The Union shall be notified concurrent with notice to employees.
- 13.3 Any employee laid off shall be placed on the recall list for a period of twelve (12) months.

ARTICLE 14 - HEALTH & WELFARE | DENTAL | VISION | PRESCRIPTION | PENSION | LIFE INSURANCE

- 14.1 The Employer shall offer at least two (2) hospital-medical plans for employees and their dependents.
- 14.2 The Employer shall provide post-retirement medical insurance from retirement to age 65 for the employee only, provided the employee has been employed by the city for a total of ten (10) years and is retiring from the city under the provision of the applicable PERS retirement plan. Coverage for a spouse/domestic partner may be purchased by the employee in accordance with the requirements of the applicable plan. Employees hired after January 1, 1998 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.
- 14.3 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).

- 14.4 The Employer shall maintain a Section 125 Plan for all eligible employees.
- 14.5 Association members will have an option of being covered on AWC Regence Healthfirst 250 Plan or Kaiser\$250/150V/10%.

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

Employee coverage: Ninety-five (95%) percent. Employees shall pay, through pre-tax payroll deduction, five (5%) percent of total premium cost.)

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

- 14.6 For the term of this agreement, the Employer agrees to pay only the premiums for dental (Delta Dental Plan F, Kaiser Dental \$5 copay and Willamette Dental \$15 copay) vision, and life insurance plans offered by the Employer. The Employer will continue prescription drug coverage through the medical plan, consistent with the provisions of the medical plan.
- 14.7 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.
- 14.8 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.
- 14.9 The Employer shall make pension contributions required by statute to the Public Employees Retirement System.
- 14.10 Employees and their family (spouse/domestic partner and dependent children) shall be issued pool passes for the municipal swimming pool.
- 14.11 Employees shall be allowed to participate in the City's Dual Insurance Incentive Program, a copy of which is attached to this agreement.
- 14.12 In the event the plans the employees are covered under are subject to an additional tax or surcharge required under State or Federal Law (i.e. Cadillac Tax), the parties agree to reopen Article 14 and Article 23 and to meet and negotiate to avoid the payment of said fee.

ARTICLE 15 – JOINT LABOR/MANAGEMENT COMMITTEE

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

JLMC MISSION STATEMENT

The Joint Labor/Management Committee (JLMC) is recognized as an Association/Management partnership. The common mission is to commit to a relationship that promotes a participative and cooperative endeavor between Camas Public Employees Association and the City of Camas.

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

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

The JLMC will consist of members from labor and management. Meetings will be scheduled as necessary. The responsibility of the JLMC will be to address problems, issues or concerns of the bargaining unit or management, using the interest-based problem solving process to arrive at consensus agreement.

ARTICLE 16 - DISCIPLINARY PROCEDURES

- 16.1 The Employer may only discipline or discharge an employee for just cause.
- 16.2 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.
- 16.3 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 place an employee on administrative leave with or without pay, depending on the circumstances. In such cases the facts supporting the circumstances will be made available to the employee by the Employer not later than three (3) working days after the action became effective.
- 16.4 The provisions of this article shall not apply to newly hired employees serving a six (6) month or longer probationary period subject to the following provisions. The Employer may extend a probationary employee's probationary period for up to an additional three (3) months. Any extensions beyond the three (3) month period will be subject to mutual agreement with the Association. In any event, the probationary period shall not exceed twelve (12) months. Probationary employees shall work subject to the provisions of this agreement but shall be only on a trial basis during which period they may be discharged without cause and without any recourse.

- 16.5 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 record of disciplinary action may be placed in the personnel file without the employee having been first notified and given a copy, with a copy to the Association. An employee who disagrees with the validity of any disciplinary action added to their file shall have the opportunity to challenge said action under the issue resolution procedure herein. The employee shall be required to sign any disciplinary action document acknowledging that they have read the contents.
- 16.6 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) months 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 recurrence of the same conduct which gave rise to the reprimand.
 3. Serious discipline - Written records of serious discipline shall be removed and destroyed after sixty (60) months without a reoccurrence of similar conduct which gave rise to the suspension.

It is the employee's responsibility to make requests for removal to the Human Resources office.

- 16.7 In the event an employee may be subject to disciplinary action up to and including discharge, the Employer will notify the employee of the facts supporting such action and provide the employee with an opportunity to confer with his/her representative prior to the disciplinary action being finalized. The employee will be provided an opportunity to respond to the facts before the disciplinary action is finalized with at least forty-eight (48) hours advance notice prior to any disciplinary meeting. If the employee requests the presence of his/her Association representative, they shall be allowed to attend the disciplinary meeting provided scheduling of the meeting is not unreasonably delayed.
- 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.

ARTICLE 17 - GRIEVANCE PROCESS

Grievance Resolution Process

The objective of this process is to promote open and continuous communication regarding concerns in the workplace and recommendations for improving the quality of work life. This process is established on the premise of trust and mutual respect and is to

be used for determining “what’s right” NOT “who’s right”.

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

STEP 1: Employee, Association President and First line Supervisor/Department Head

Procedure: Grievances will be submitted in writing within fifteen (15) working days of the occurrence or Association knowledge thereof. If unresolved, the Supervisor/Department Head and Association Representative will document the circumstances in writing and provide copies to the Department Head and Executive Board Member for Step 2.

STEP 2: Employee, Association and Administrative Services Director

Procedure: If the grievance is not resolved at Step 1, it may be presented to the Administrative Services Director. The grievance shall be submitted within fifteen (15) working days after receipt of the response at Step 1. Such appeal shall be in writing and shall set forth the specific contract provision alleged to have been violated, the reason for dissatisfaction and include the proposed remedy. Within ten (10) working days of receipt of the written grievance, the Administrative Services Director, shall meet with the employee and Association. Within fifteen (15) working days thereafter, a written decision shall be provided by the Administrative Services Director to the grievant and Association representative.

STEP 3: Employee, Association and City Administrator

Procedure: If the grievance is not settled at Step 2, it may be presented to the City Administrator. The grievance shall be submitted within fifteen (15) working days after receipt of the response at Step 2. Such appeal shall be in writing and shall set forth the specific contract provision alleged to have been violated, the reason for dissatisfaction and include the proposed remedy. Within ten (10) working days of receipt of the written grievance, the City Administrator shall meet with the employee and Association representative. Within fifteen (15) working days thereafter, a written decision shall be provided to the grievant or Association representative by the City Administrator.

STEP 4: Arbitration

Procedure: If the grievance cannot be resolved at Step 3 (three), the Association may submit a request for arbitration to the Administrative Services Director or City Administrator within forty-five (45) working days from the date the decision was rendered at Step 3. The parties may mutually agree on the selection of an arbitrator. In the event the parties cannot agree on an arbitrator, Federal Mediation and Conciliation Service (FMCS), the Public Employment Relations Commission (PERC) or some other agreed upon source shall be requested to submit a list of eleven (11) arbitrators from which the

arbitrator shall be selected by alternately striking one (1) name from the list until only one (1) name shall remain. The decision of the arbitrator shall be rendered as expeditiously as possible and shall be final and binding upon both parties.

The parties shall each pay their own costs and attorney's fees and each shall pay one-half of the cost of the service of the arbitrator and of any other joint costs of the arbitration.

ARTICLE 18 - 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 19 - STRIKES AND LOCKOUTS

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

ARTICLE 20 - ASSOCIATION REPRESENTATION

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

ARTICLE 21 - BULLETIN BOARD

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

ARTICLE 22 - NON-DISCRIMINATION

- 22.1 The Employer agrees that they will not discriminate against any employee because of lawful Association activity.
- 22.2 Neither the Association nor the Employer, in carrying out their obligation under this agreement, shall discriminate in matters of hiring, training, promotion, transfer, layoff,

discharge, or otherwise because of protected class status under Washington State or Federal law.

- 22.3 All references to employees in this contract designates both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 23 - WAGES, CLASSIFICATIONS AND PAY PLAN

- 23.1 The applicable pay plans are attached hereto and incorporated herein by reference as Exhibits A and B.

- 23.2 Newly hired employees may be hired above Step 1 and up to Step 4 in recognition of previous work experience as determined by the Employer. Nothing in this article shall require the Employer to hire an experienced employee at above Step 1. An employee may be granted a step increase to the next step subject to satisfactory completion of the six (6) month probation, as determined by the department head or designee. Thereafter, the end of probation establishes a new employee's anniversary date.

Step increases will thereafter occur on an employee's anniversary date subject to a satisfactory performance review by the department head or designee. If performance reviews result in an unsatisfactory performance rating then the employee may be held in the existing step for up to an additional twelve (12) months. Thereafter, the employee will be considered for a further step increase subject to a satisfactory performance review by the department head or designee.

- 23.3 For the year 2017, the wage adjustments shall be as outlined in Exhibit A.

Effective January 1, 2018, a COLA of 4% will be applied to the salary scales. (Exhibit B)

Effective January 1, 2019, a COLA based on 100% of the BLS West Region A CPI-W (July-July) with a minimum of 2% and maximum of 4%.

Effective January 1, 2020 COLA based on 100% of the BLS West Region A CPI-W (July-July) with a minimum of 2% and maximum of 4%.

- 23.4 Step increases are not applicable if an employee reaches the maximum step of their pay plan.

- 23.5 Employees will perform the job duties and responsibilities of their current classification set forth in each respective job description.

- 23.6 An employee who is temporarily assigned the duties and responsibilities of a higher level position shall be paid at a rate one step (3%) above his/her current rate of pay, or at the entry rate of the higher job class, whichever is greater. Higher level positions are defined as higher paid positions. All of the following conditions must be met for an employee to receive the out of class pay:

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

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

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

- 23.7 If a person is hired, terminated, or works only part way through a month, their pay will be based on their hourly rate of pay for the portion of the month worked.
- 23.8 In recognition of the achievement of the Camas Police Department in obtaining and maintaining State Accreditation, all employees in the bargaining unit who work out of the Police Department, shall receive a 1% accreditation premium each month added to their base pay. As of the signing of this contract, this includes the Court Security Officer, Offender Crew Leader, Lead Police Records Clerk, Police Records Clerk/Dispatcher I, Police Records Clerk/Dispatcher II, and Code Enforcement Officer. Should the Police Department lose their accreditation during the term of this contract, this premium will no longer be received by the above employees.
- 23.9 Engineer Certification Premiums: Employees who possess a valid Engineer-in-Training Certification (EIT) or Professional Engineer Certification (PE) while working as an Engineering Technician, Senior Engineering Technician, Engineer I or Engineer II shall receive a five percent (5%) premium applied to their base wages.

Employees who possess a valid Professional Engineer Certification (PE) while working as an Engineer III or Engineering Project Manager shall receive a five percent (5%) premium applied to their base wages.

These premiums are effective upon contract ratification by both parties.

ARTICLE 24 -CLOTHING ALLOWANCE

- 24.1 The Employer agrees to maintain and provide foul weather gear (rubber boots, rain gear), and the necessary safety equipment for employees required to work in the field.
- 24.2 An employee representative will participate with the Employer in the selection of a suitable brand of clothing.
- 24.3 Based on the employee's work environment as defined in his/her job description and working conditions certain employees will receive field clothing allowances.
Field environment: \$225.00 (Offender Crew Leader, Sr. Building Inspector, Building Inspector I and II, Engineering Technician and Sr. Engineering Technician)
Office and field environment: \$140.00 (Plans Examiner, Engineer I, II & III, IT Network Administrator, IT Systems Analyst/Programmer and IT Support Specialist).

Employees shall receive their clothing allowance in January. New employees will receive a pro-rated clothing allowance upon successful completion of probation. Part time employees will receive a pro-rated amount.

- 24.4 Employees are to use said clothing allowance for city work purposes only and shall select from the following: Jackets, shirts, coveralls, work shoes and/or work pants.
- 24.5 Employees must pass probation before clothing allowance is applicable.
- 24.6 Association members in the Police Department inclusive of Lead Police Records Clerk, Police Records Clerk/Dispatcher I, Police Records Clerk/Dispatcher II, Code Enforcement Officer and Court Security Officer will be placed under the quarter master system for work related uniform clothing.

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 department head or designee to use their private cars for official departmental business, shall be compensated at the rate for such use as determined by the Internal Revenue Service.

ARTICLE 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 or revised departmental rules and regulations affecting wages, hours or working conditions shall be bargained with the Association prior to implementation.

ARTICLE 28 - JOB DESCRIPTIONS AND RECLASSIFICATIONS

When work operations involving new or substantially changed requirements are established as determined by the Employer, and such requirements are not adequate or properly prescribed in any existing position, the Employer will notify the Association to bargain over any revisions to positions or new position classifications.

An employee who believes that his or her job duties or work functions have changed may also request a reclassification. Any requests for position reclassification will be processed as quickly as possible by the City. In the event that a reclassification takes longer than 120 days from the date of original submission to the supervisor to process, the employee shall receive retroactive pay to the date it was first submitted. Otherwise, the pay change will take place effective the first of the month the pay adjustment is approved.

ARTICLE 29 - CONFLICT OF CONTRACT AND ORDINANCE

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

ARTICLE 30 - MANAGEMENT RIGHTS

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

- 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 reasonable notice.

- 30.3 The right to hire, promote, demote, transfer, assign, and/or retain employees in positions within the City.
- 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 city.
- 30.6 The right to take whatever actions the Employer deems necessary to carry out services in an emergency. The term “emergency” is inclusive of, but not limited to, life threatening situations, civil disorders, natural disasters, unforeseen occurrences or conditions, complications of circumstances, sudden or unexpected occasion for action.
- 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.

ARTICLE 31 - EMPLOYEE RIGHTS

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

ARTICLE 32 - 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 33 – SHARED LEAVE POLICY

The Shared Leave Policy and procedures is mutually agreed on by the parties and 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 – ASSOCIATION SECURITY

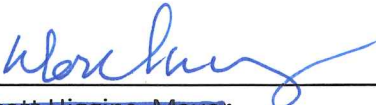
The City agrees to notify the Association in advance of its desire to contract out any bargaining unit work. Both parties agree to follow any obligations of bargaining as required by the law.

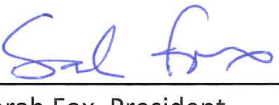
ARTICLE 35 – TERMINATION AND RENEWAL


This agreement shall be in full force and effect from January 1, 2017 except as otherwise indicated, until December 31, 2020, except for contract language changes which shall be effective from the effective date of signature forward.


CITY OF CAMAS

CAMAS PUBLIC EMPLOYEES ASSOCIATION

By: 
Scott Higgins, Mayor
Don Chaney, Mayor Pro Tem
Date: 9/5/2018

By: 
Sarah Fox, President
Date: 28 Aug 18

By: 
Pete Capell, City Administrator
Date: 9/5/18

By: 
Joe Vrtiska, Vice President
Date: 28 Aug 18

DEFINITION OF JOB TERMS

- (1) Full-Time Employee - An employee working a full-time schedule of forty (40) hours per week.
- (2) Part-Time Employee - An employee working a part-time schedule of twenty (20) hours, but less than forty (40) hours per week. Part-time employees will receive health and welfare insurance, sick leave, vacations and holiday benefits on a pro-rata basis in accordance with the number of hours worked. The employee's portion of the insurance premium will be carried out by payroll deduction. Floating holidays will be credited on a pro-rated basis for the portion of the year worked.
- (3) Provisional Part-Time Employee - An employee working a part-time schedule of less than twenty (20) hours per week. Such employee is eligible to participate in non-insured benefit programs at a level proportionate to their monthly work schedule.
- (4) Temporary Employees - An employee working a full or part-time schedule not to exceed six (6) months. Temporary employees are not eligible to participate in the benefit programs nor shall they accrue seniority.
- (5) Probationary Employees: The probationary period for newly hired employees shall be six (6) months or longer subject to the following provisions. Lateral transfers shall be subject to a three (3) month probationary period. The Employer may extend a probationary employee's probationary period for up to an additional three (3) months. Any extensions beyond the three (3) month period will be subject to mutual agreement with the Association. In any event, the probationary period shall not exceed twelve (12) months. New employees shall work subject to the provisions of this agreement but shall be only on a trial basis during which period they may be discharged without cause and without any recourse.
- (6) Nineteen (19) hour positions: Employees who work in a nineteen (19) hour position for longer than twenty-four (24) months shall be given the option of participating in the city's medical, dental and vision coverage at 50% of the rates described in Section 15.4, and under the cost-sharing provisions described in item two (2) under "Definition of Job Terms."

EXHIBIT A - 2017 Salary Scales

Position Title	Grade	1	2	3	4	5	6	7
Police Records Clerk/Dispatcher I	G-13	3230	3336	3443	3549	3656	3762	3869
Court Clerk	G-15	3554	3671	3788	3905	4023	4140	4257
Police Records Clerk/Dispatcher II	G-16	3728	3851	3974	4097	4219	4342	4465
Administrative Support Assistant	G-16	3728	3851	3974	4097	4219	4342	4465
Offender Crew Leader	G-16	3728	3851	3974	4097	4219	4342	4465
Permit Technician	G-16	3728	3851	3974	4097	4219	4342	4465
Lead Court Clerk	G-17	3910	4039	4168	4297	4426	4555	4684
Financial Assistant	G-18	4102	4237	4372	4508	4643	4778	4913
Recreation Facilities Coordinator	G-18	4102	4237	4372	4508	4643	4778	4913
Recreation Coordinator	G-19	4303	4445	4586	4728	4870	5012	5154
Sr. Permit Technician	G-19	4303	4445	4586	4728	4870	5012	5154
Accounting Assistant	G-19	4303	4445	4586	4728	4870	5012	5154
Assistant Planner	G-19	4303	4445	4586	4728	4870	5012	5154
Code Enforcement Officer	G-19	4303	4445	4586	4728	4870	5012	5154
Lead Police Records Clerk	G-19	4303	4445	4586	4728	4870	5012	5154
Sr. Administrative Support Asst.	G-19	4303	4445	4586	4728	4870	5012	5154
Operation Support Specialist	G-19	4303	4445	4586	4728	4870	5012	5154
Court Security Officer	G-20	4513	4662	4811	4960	5109	5257	5406
IT Support Specialist	G-20	4513	4662	4811	4960	5109	5257	5406
Engineering Technician	G-20	4513	4662	4811	4960	5109	5257	5406
Building Inspector I	G-20	4513	4662	4811	4960	5109	5257	5406
Financial Analyst	G-22	4966	5130	5294	5457	5621	5785	5948
Plans Examiner	G-22	4966	5130	5294	5457	5621	5785	5948
Building Inspector II	G-22	4966	5130	5294	5457	5621	5785	5948
Engineer I	G-22	4966	5130	5294	5457	5621	5785	5948
Sr. Engineering Technician	G-22	4966	5130	5294	5457	5621	5785	5948
Planner	G-22	4966	5130	5294	5457	5621	5785	5948
Sr. Plans Examiner	G-23	5209	5381	5553	5725	5896	6068	6240
Engineer II	G-24	5464	5645	5825	6005	6185	6365	6545
GIS Coordinator	G-24	5464	5645	5825	6005	6185	6365	6545
Accountant	G-24	5464	5645	5825	6005	6185	6365	6545
Sr. Building Inspector	G-25	5732	5921	6110	6299	6488	6677	6866
Sr. Planner	G-26	6013	6211	6409	6607	6805	7004	7202
Engineer III	G-26	6013	6211	6409	6607	6805	7004	7202
IT Network Administrator	G-27	6307	6515	6723	6931	7139	7347	7554
IT Systems Analyst/Programmer	G-28	6616	6834	7052	7270	7488	7706	7924
Engineering Project Manager	G-28	6616	6834	7052	7270	7488	7706	7924

EXHIBIT B - 2018 Salary Scales – 4% COLA

Position Title	Grade	1	2	3	4	5	6	7
Police Records Clerk/Dispatcher I	G-13	3359	3469	3581	3691	3802	3912	4023
Court Clerk	G-15	3696	3818	3940	4062	4184	4306	4427
Police Records Clerk/Dispatcher II	G-16	3877	4005	4133	4261	4388	4516	4644
Administrative Support Assistant	G-16	3877	4005	4133	4261	4388	4516	4644
Offender Crew Leader	G-16	3877	4005	4133	4261	4388	4516	4644
Permit Technician	G-16	3877	4005	4133	4261	4388	4516	4644
Lead Court Clerk	G-17	4066	4201	4335	4469	4603	4737	4871
Financial Assistant	G-18	4266	4406	4547	4688	4829	4969	5110
Recreation Facilities Coordinator	G-18	4266	4406	4547	4688	4829	4969	5110
Recreation Coordinator	G-19	4475	4623	4769	4917	5065	5212	5360
Sr. Permit Technician	G-19	4475	4623	4769	4917	5065	5212	5360
Accounting Assistant	G-19	4475	4623	4769	4917	5065	5212	5360
Assistant Planner	G-19	4475	4623	4769	4917	5065	5212	5360
Code Enforcement Officer	G-19	4475	4623	4769	4917	5065	5212	5360
Lead Police Records Clerk	G-19	4475	4623	4769	4917	5065	5212	5360
Sr. Administrative Support Asst.	G-19	4475	4623	4769	4917	5065	5212	5360
Operations Support Specialist	G-19	4475	4623	4769	4917	5065	5212	5360
Court Security Officer	G-20	4694	4848	5003	5158	5313	5467	5622
IT Support Specialist	G-20	4694	4848	5003	5158	5313	5467	5622
Engineering Technician	G-20	4694	4848	5003	5158	5313	5467	5622
Building Inspector I	G-20	4694	4848	5003	5158	5313	5467	5622
Financial Analyst	G-22	5165	5335	5506	5676	5846	6016	6186
Plans Examiner	G-22	5165	5335	5506	5676	5846	6016	6186
Building Inspector II	G-22	5165	5335	5506	5676	5846	6016	6186
Engineer I	G-22	5165	5335	5506	5676	5846	6016	6186
Sr. Engineering Technician	G-22	5165	5335	5506	5676	5846	6016	6186
Planner	G-22	5165	5335	5506	5676	5846	6016	6186
Sr. Plans Examiner	G-23	5418	5596	5775	5954	6132	6311	6489
Engineer II	G-24	5683	5871	6058	6245	6432	6620	6807
GIS Coordinator	G-24	5683	5871	6058	6245	6432	6620	6807
Accountant	G-24	5683	5871	6058	6245	6432	6620	6807
Sr. Building Inspector	G-25	5961	6158	6354	6551	6748	6944	7140
Sr. Planner	G-26	6253	6459	6665	6872	7077	7284	7490
Engineer III	G-26	6253	6459	6665	6872	7077	7284	7490
IT Network Administrator	G-27	6559	6776	6992	7208	7425	7641	7857
IT Systems Analyst/Programmer	G-28	6880	7107	7334	7561	7788	8014	8241
Engineering Project Manager	G-28	6880	7107	7334	7561	7788	8014	8241