



CITY COUNCIL MEETING AGENDA
Monday, February 4, 2013, at 7 p.m.
Camas City Hall, 616 NE 4th Avenue

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. PUBLIC COMMENTS

V. CONSENT AGENDA

- A. Approve the minutes of the January 22, 2013, Camas City Council Meeting and the work session minutes of January 22, 2013.
- B. Approve claim checks as approved by the Finance Committee
- C. Approve Pay Estimate No. 1 for Project SS-571 Cedar Street Storm Sewer Realignment to Civil Works NW, Inc., in the amount of \$50,749.75. The work is for the period ending January 25, 2013.

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

VIII. COMMUNITY DEVELOPMENT

- A. Public Hearing to consider a Boundary Line Adjustment with the Gano Family
 - 1. Details: Camas staff and David and Kristine Gano have been in discussions related to doing a Boundary Line Adjustment (BLA) along property lines that are common to the Gano family parcel and the Fallen Leaf Lake Park property. The intent of the BLA is to exchange equal areas of property in a manner that will benefit each party. Ordinance No. 2509 requires that a public hearing be conducted "prior to the sale, conveyance, transfer, or other disposition of open space, park, or recreational land owned by the City..." The purpose of the public hearing is to

provide notice of the proposed property exchange and to provide an open forum to obtain public comments, if any.

Department/Presenter: James Carothers, Engineering Manager

Recommended Action: Conduct the public hearing, receive public testimony, close the public hearing, and make a motion to authorize staff to proceed, or not, with administrative processing of the BLA.

B. Resolution No. 1262 Approving the Goodwin Road Speed Limit

1. Details: Clark County recently deeded Goodwin Road to the City of Camas. State statute assigns the speed limit of county roads at 50 miles per hour and city roads at 25 miles per hour, unless otherwise adopted by the local governing agency. This resolution will clearly designate the maximum speed for this corridor. Because the site distance for motorists entering the corridor at Camas Meadows Drive looking west is adequate only for a 35 mile per hour travel speed on Goodwin Road, this resolution sets the maximum speed of NE 13th Street and the southwest end of NE Goodwin Road at 35 miles per hour. Goodwin Road from 400 feet northeast of Camas Meadows Drive to Lacamas Creek will remain at 50 miles per hour.

Department/Presenter: James Carothers, Engineering Manager

Recommended Action: Adopt Resolution No. 1262

IX. FINANCE DEPARTMENT

A. Resolution No. 1263 to increase the Advance Travel Fund from \$1,000.00 to \$1,500.00

1. Details: The State Auditor's office allows the use of an advance travel account for employees and officials to use strictly for travel expenses. The City has had this revolving account for over 30 years at a balance of \$1,000. With advances made for travel costs for training events, especially for Police and Fire staff, this account typically runs out of available funds until it is reimbursed through the accounts payable process. The Finance Department would like to increase the balance to \$1,500.00.

Department/Presenter: Joan Durgin, Finance Director

Recommended Action: Adopt Resolution No. 1263

B. Resolution No. 1264 authorizing the Emergency Rescue Fund to borrow \$350,000.00 with repayment by December 31, 2013

1. Details: Because the collection of property taxes in the Emergency Medical Services Fund is primarily only twice a year, cash is needed in this fund to meet monthly obligations. The fund will borrow \$350,000 from the Firemen's Pension Fund with a repayment required by December 31, 2013.

Department/Presenter: Joan Durgin, Finance Director

Recommended Action: Adopt Resolution No. 1264

X. POLICE

A. Resolution No. 1265 confirming the appointment of the Camas Municipal Court Judges

1. Details: The City of Camas contracts with Clark County District Court to operate the Camas Municipal Court. The Mayor of Camas appoints the District Court

Judges and Court Commissioners, by name, to the position of the Municipal Court Judge. The Council must confirm these appointments.
Department/Presenter: Mitch Lackey, Police Chief
Recommended Action: Adopt Resolution No. 1265

XI. HUMAN RESOURCES

A. Ratify Office and Professional Employees International Union, Local No. 11, AFL-CIO (Local No. 11) Contract for the one-year period beginning January 1, 2013, and ending December 31, 2013

1. Details: This has been previously discussed and guided by City Council, and has been the subject of Executive Sessions on labor negotiations. The agreement is with Local No. 11 which represents employees of the Camas Public Library. Local No. 11 has ratified the labor agreement. A draft copy of the contract is attached.

Department/Presenter: Jennifer Gorsuch, Human Resources Director

Recommended Action: Recommend ratification of the contract and authorization for the Mayor and City Administrator to sign the contract.

XII. EXECUTIVE SESSION

A. Potential Litigation

XIII. ADJOURNMENT

NOTE: The City of Camas welcomes and encourages the participation of all of its citizens in the public meeting process. A special effort will be made to ensure that person with special needs have opportunities to participate. For more information, please call 360.834.6864.



CITY COUNCIL WORKSHOP MEETING MINUTES - Draft
Tuesday, January 22, 2013 at 4:30 p.m.
Camas City Hall, 616 NE 4th Avenue

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, Don Chaney, Tim Hazen, Steve Hogan, Melissa Smith, and Shannon Turk

Excused: Linda Dietzman

Staff: Phil Bourquin, James Carothers, Jan Coppola, Leisha Copsey, Joan Durgin, Lloyd Halverson, Eric Levison and Shyla Nelson

Press: There were no members of the press present

III. PUBLIC COMMENTS

There were no comments from the public.

IV. SPECIAL PRESENTATIONS

A. Bonneville Power Administration (BPA) I-5 Corridor Reinforcement Project Update

Details: A representative from BPA gave an update about the I-5 Corridor Reinforcement Project.

Department/Presenter: Mark Korsness, Project Manager

Council members made comments about the project. There was special emphasis on the need to place the new line in urbanized Camas underground.

V. PUBLIC WORKS DEPARTMENT

A. Amendment to Agreement with Lacamas Creek Communities (LCC)

Details: This amendment alters the method of payment for section 2.7 of the original agreement by providing cash payment for the cost of the storage unit in the amount of \$4,000. This change was requested by LCC and also reduces the procurement requirements for the City and allows LCC to construct a unit that may exceed the original amount.

Department/Presenter: Eric Levison, Public Works Director

This item is on the consent agenda for Council's consideration.

B. Surplus Items

Details: Staff is requesting that Council authorize the surplus of the following items: Vehicle No. 379, 2009 Ford Crown Victoria, with over 85,000 miles; Vehicle No. 366, 2008 Ford Crown Victoria, with over 92,000 miles; 1998 Hustler, One Parks Walk Behind Self-propelled Mower, with motor issues; and one Cascade, forty cubic yard drop box container.

Department/Presenter: Eric Levison, Public Works Director

This item is on the consent agenda for Council's consideration.

C. Miscellaneous and Updates

Details: Updates on miscellaneous or emergent items

Department/Presenter: Eric Levison, Public Works Director

Levison provided clarification regarding item "g" on the consent agenda.

Mayor Pro-tem Chaney moved the Finance Department items prior to the Community Development Department topics.

VI. FINANCE DEPARTMENT

A. Resolution Authorizing a Short-term Loan to the Friberg Street Construction Fund

Details: Design and engineering costs are funded with federal grant monies on this construction project, but the grant is on a reimbursement basis. Invoices are paid before grant monies are received, leaving a negative cash balance in this fund. The loan term will be for less than 90 days, but likely much shorter.

Department/Presenter: Joan Durgin, Finance Director

Friberg Street Construction Fund Loan Resolution

This resolution is on the regular agenda for Council's consideration.

B. Notification of the Annual Working Capital Interfund Loan to the Emergency Medical Services (EMS) Fund

Details: Because of the timing collection of property taxes in the EMS Fund, May and November, cash is needed in this fund to meet the City's monthly obligations. The fund will borrow \$350,000 from the Firemen's Pension Fund with a repayment required by December 31, 2013.

Department/Presenter: Joan Durgin, Finance Director

This resolution will be placed on the February 4, 2013, Regular Agenda for Council's consideration.

C. Increase of the Advance Travel Fund Account

Details: The State Auditor's office allows the use of an advance travel account for employees and officials to use strictly for travel expenses. The City has had this revolving account for over 30 years at a balance of \$1,000. With advances made for travel costs for training events, especially for Police and Fire staff, this account typically runs out of available funds until it is reimbursed. Staff would like to increase the balance to \$1,500.00.

Department/Presenter: Joan Durgin, Finance Director

A resolution to increase the fund balance of this account will be brought back to Council for consideration in February.

VII. COMMUNITY DEVELOPMENT DEPARTMENT

A. Goodwin Road Speed

Details: Clark County recently deeded Goodwin Road to the City of Camas. State statute designates the speed limit of county roads at 50 miles per hour and city roads at 25 miles per hour, unless otherwise adopted by the local governing agency. A City resolution setting the maximum speed for this roadway will provide legal clarity. The sight distance for Camas Meadows Drive looking west is adequate only for a speed of 35 miles per hour. Staff recommends that the current 35 mile per hour posted speed on NE 13th Street in the County be extended easterly on Goodwin Road just east of Camas Meadows Drive. Staff also recommends that the eastern portion of Goodwin Road, starting just east of Camas Meadows Drive, remain at the maximum speed of 50 miles per hour at this time.

Department/Presenter: James Carothers, Engineering Manager

Goodwin Road Speed Limit Map

Staff plans to have a resolution on the February 4, 2013, Council Agenda for Council's consideration.

B. Miscellaneous and Updates

Details: Updates on miscellaneous or emergent items

Department/Presenter: Phil Bourquin, Community Development Director

Bourquin commented about the request to provide an honorary road name of Jimmie Rodgers Avenue or Boulevard for NW 10th Avenue. He asked Council if they would

like a resolution brought forward to finalize the request. Council voiced no objections.

Council stated that they would like a group formed to establish a list of honorary names that would be used in the street naming process. This matter will come back to Council in the future for further discussion.

Bourquin gave Council a brief update regarding a boundary line adjustment near Fallen Leaf Lake Park and stated that a public hearing is scheduled for February 4, 2013.

VIII. CITY ADMINISTRATION

A. Resolution Confirming the Appointment of the Camas Municipal Court Judges

Details: To conform with state and local statutes, the Camas City Council must legislatively approve the appointment of the Municipal Court Judge. The Mayor of Camas has appointed the Clark County District Court Judges and the Clark County District Court Commissioners to this role. By means of legislative action, the City Council is asked to confirm the Mayor's appointments. A resolution is attached that names the various judicial officers.

Department/Presenter: Lloyd Halverson, City Administrator

Resolution Appointing Camas Municipal Court Judges

This resolution will be placed on the February 4, 2013, Regular Agenda for Council's consideration.

B. Miscellaneous and Scheduling

Details: Updates on miscellaneous or scheduling items

Department/Presenter: Lloyd Halverson, City Administrator

Halverson commented about the Columbia River Economic Development Council (CREDC) Contract that is on the consent agenda. He also reminded everyone about the planning conference that will be held on Friday.

IX. COUNCIL COMMENTS AND REPORTS

Turk gave a brief report about the Library Board of Trustees and Community Center Development Committee (CCDC) meetings that she attended.

Hazen stated that he will be attending his first Parks & Recreation Commission meeting on Wednesday.

Hogan gave a brief report about upcoming events for the Downtown Camas Association (DCA).

X. PUBLIC COMMENTS

XI. ADJOURNMENT

The meeting adjourned at 5:25 p.m.

NOTE: The City of Camas welcomes and encourages the participation of all of its citizens in the public meeting process. A special effort will be made to ensure that persons with special needs have opportunities to participate. For more information, please call 360.834.6864.

Quick Preview of Agenda and Supporting Documents - Posted January 16, 2013

[Workshop Agenda with Supporting Documents](#) 

Mayor

City Clerk



CITY COUNCIL REGULAR MEETING MINUTES - Draft
Tuesday, January 22, 2013 at 7:00 p.m.
Camas City Hall, 616 NE 4th Avenue

I. CALL TO ORDER

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

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Present: Greg Anderson, Don Chaney, Tim Hazen, Steve Hogan, Melissa Smith, and Shannon Turk

Excused: Linda Dietzman

Staff: Phil Bourquin, Jan Coppola, Leisha Copsey, Joan Durgin, Lloyd Halverson, Jennifer Gorsuch, Eric Levison, Shawn MacPherson, Shyla Nelson and Nick Swinhart

Press: There were no members of the press present.

IV. PUBLIC COMMENTS

There were no comments from the public.

V. CONSENT AGENDA

- A.** Approve the minutes of the January 7, 2013, Camas City Council Meeting and the work session minutes of January 7, 2013.

January 7, 2013, Camas City Council Meeting Minutes 

January 7, 2013, Camas City Council Work Session Minutes 

- B.** Approve claim checks numbered 115873 – 116088 in the amount of \$937,013.97.

- C.** Authorize Mayor to sign the 2013 Contract with Columbia River Economic Development Council (CREDC) supporting CREDC's economic development services for 2013. This is a renewal of an agreement for economic development services, which CREDC has provided for Camas. The cost for 2013 is \$25,150; and the agreement includes metrics as performance standards.

2013 CREDC Contract

- D. Approve Pay Estimate No. 1 for Project P-874A Louis Bloch Park Community Development Block Grant (CDBG) Restroom Improvements to Michael Green Construction, Inc., in the amount of \$41,143.70. The work is for the period ending January 11, 2013.

Pay Estimate No. 1

- E. Authorize the write-off of ambulance billings for December in the amount of \$261,449.51. In addition to writing off each month the uncollectible balance of Medicare and Medicaid accounts, once a year in December, the City writes-off accounts that have been transferred to the collection agency that are over a year old with no payment activity. This amount for 2012 is \$211,279.61. The routine monthly write-off is \$50,169.90. The City collects 55% of what is billed. In addition, authorize a bankruptcy write-off in the amount of \$2,889.56 that was just received (this topic was revised January 17, 2013).

Ambulance Write-offs

Bankruptcy Write-off (attachment posted - January 17, 2013)

- F. Authorize Mayor to sign contract with Carlson Testing, Inc., in the amount of \$12,000. The Engineering Department is preparing to begin construction on two large projects: Waste Water Treatment Plant (WWTP) Improvements, Phase 2B; and NW 38th Ave/SE 20th Street Improvements, Phase I. Both projects will require materials testing services, and there are a number of other projects that will begin construction later this year for which testing services will also be required. This contract with Carlson Testing, Inc., is for up to \$12,000.00 in materials testing services for projects that will begin construction this year

Carlson Testing Contract

- G. Authorize the Bid Award for Project P-878 Riding Front Deck Rough Terrain Mower to the low bidder United Service and Sales in the amount of \$25,474.00. Bids were opened on Tuesday, January 8, 2013. The lowest responsive bidder was United Service and Sales. A Factory Authorized Service Center is located within the 50 mile radius required. Service manuals are available through the local Factory Authorized Service Center or on-line.

P-878 Signed Bid Tab

- H. Authorize the sale of the following surplus equipment: Vehicle No. 379, 2009 Ford Crown Victoria, with over 85,000 miles; Vehicle No. 366, 2008 Ford Crown Victoria, with over 92,000 miles; 1998 Hustler, One Parks Walk Behind Self-propelled Mower, with motor issues; and one Cascade, forty cubic yard drop box container.

- I. Authorize Mayor to sign the Interagency Agreement with the Department of Natural Resources (DNR). This agreement allows Washington Conservation Corps (WCC) to provide forestry restoration services in the City of Camas openspace. This work is being done with no upfront cost to the City but does require maintenance of the work for a three year period.

[Department of Natural Resources Interagency Agreement](#) 

- J. Authorize Mayor to sign the Amendment Agreement with Lacamas Creek Communities (LCC). This amendment alters the method of payment for section 2.7 of the original agreement by providing cash payment for the cost of the storage unit in the amount of \$4,000. This change was requested by LCC and also reduces the procurement requirements for the City and allows LCC to construct a unit that may exceed the original amount.

[Lacamas Creek Communities Agreement](#) 

[Lacamas Creek Communities Amendment](#) 

It was moved by Don Chaney, seconded by Greg Anderson to approve the Consent Agenda. The motion carried unanimously.

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

There were no comments from staff.

B. Council

Hazen will be attending the Parks and Recreation Commission meeting on Wednesday, January 23rd.

Smith attended the Chamber's after hours event.

Anderson noted that the next Regional Fire Authority meeting will be held Tuesday at 5:30 p.m.

VII. MAYOR

A. Announcements

Mayor expressed his appreciation to Councilmember Chaney for sitting in as Mayor Pro-tem during the workshop meeting.

B. Tenure Recognitions

Mayor Higgins presented Don Chaney with a five year service pin as a Council member. Mayor also presented City Administrator Lloyd Halverson with a 24-year service pin and commented about his service as Camas' first City Administrator.

VIII. COMMUNITY DEVELOPMENT

A. Public Hearing - Vanport Manufacturing, Inc., Development Agreement

Details: Located in the Camas Meadows Corporate Center and along the north side of Camas Meadows Drive, the Long Drive, LLC (Ambiance) Development Agreement was entered into in 2004 to include approval of a Master Planned Mixed Use Development consistent with the Light Industrial/Business Park (LI/BP) zone and North Dwyer Creek Employment Mixed Use overlay zone ("NDC EMXD"). The properties under this agreement are currently under two separate ownerships. The owners are interested in revising the Development Agreement and a Master Plan to: Provide for two amended agreements reflecting development of each ownership consistent with the overlay zoning and a master plan; provide for modification of the Master Plan to include site plan approval to develop an approximately 42,000 square foot building (approximately 20,891 square feet of office, 18,851 square feet of manufacturing, and 2,000 square feet of associated warehousing), parking and other site improvements for a LI/BP uses. This revision to the Master Plan would replace 42 residential condominiums and approximately 8,000 square feet of office space; and to modify sections of the original agreement related to transportation fees and plat amendments.

Department/Presenter: Phil Bourquin, Community Development Director

[Vanport Manufacturing, Inc., Development Agreement](#)

[Vanport Manufacturing Exhibits \(attachment revised January 22, 2013\)](#)

Mayor Higgins opened the public hearing at 7:08 p.m.

Randy Printz, 805 Broadway Street, Suite 1000, Vancouver, gave public testimony.

Mayor closed the public hearing at 7:10 p.m., as there was no further public testimony.

B. Public Hearing - Pedwar Development Group, LLC Development Agreement

Details: Located in the Camas Meadows Corporate Center and along the north side of Camas Meadows Drive, the Long Drive, LLC (Ambiance) Development Agreement was entered into in 2004 to include approval of a Master Planned Mixed Use Development consistent with the Light Industrial/Business Park (LI/BP) zone and North Dwyer Creek Employment Mixed Use overlay zone ("NDC EMXD"). The properties under this agreement are currently under two

separate ownerships. The owners are interested in revising the Development Agreement and a Master Plan to: Provide for two amended agreements reflecting development of each ownership consistent with the overlay zoning and a master plan; provide for modification of the Master Plan to include site plan approval to develop an approximately 42,000 square foot building (approximately 20,891 square feet of office, 18,851 square feet of manufacturing, and 2,000 square feet of associated warehousing), parking and other site improvements for a LI/BP uses. This revision to the Master Plan would replace 42 residential condominiums and approximately 8,000 square feet of office space; and to modify sections of the original agreement related to transportation fees and plat amendments.

Department/Presenter: Phil Bourquin, Community Development Director

[Pedwar Development Group, LLC Development Agreement](#)

[Pedwar Development Group, LLC Exhibits](#)

Mayor Higgins opened and closed the public hearing at 7:12 p.m., as there was no public testimony.

C. [Resolution No. 1258 - Vanport Manufacturing, Inc., Development Agreement](#)

Details: This is a resolution approving the Development Agreement with Vanport Manufacturing, Inc.

Department/Presenter: Phil Bourquin, Community Development Director

[Resolution No. 1258](#)

It was moved by Greg Anderson, seconded by Melissa Smith that Resolution No. 1258 be read by title only. The motion carried unanimously.

It was moved by Greg Anderson, seconded by Melissa Smith that Resolution No. 1258 be adopted. The motion carried unanimously.

D. [Resolution No. 1259 - Pedwar Development Group, LLC Development Agreement](#)

Details: This is a resolution approving the Development Agreement with Pedwar Development Group, LLC.

Department/Presenter: Phil Bourquin, Community Development Director

[Resolution No. 1259](#)

It was moved by Don Chaney, seconded by Greg Anderson that Resolution No. 1259 be read by title only. The motion carried unanimously.

It was moved by Don Chaney, seconded by Melissa Smith that Resolution No. 1259 be adopted. The motion carried unanimously.

E. Ordinance No. 2672 Adopting Amendments to the Camas Municipal Code (CMC) Related to the Establishment of a Business Park Zoning District

Details: The ordinance amending the CMC are related to the establishment of a Business Park Zoning District consistent with a development agreement with Northshore. The amendments to the CMC include: Adding Chapter 18.37 Business Park, amending Chapter 18.05 District Designations, amending Chapter 18.07 Use Authorization, and amending Chapter 18.09 Density and Dimensions. The ordinance reflects the City Council approval at the public hearing held on January 7, 2013.

Department/Presenter: Phil Bourquin, Community Development Director

[Ordinance No. 2672](#)

[Attachments A-D](#)

It was moved by Shannon Turk, seconded by Tim Hazen that Ordinance No. 2672 be read by title only. The motion carried unanimously.

It was moved by Shannon Turk, seconded by Tim Hazen that Ordinance No. 2672 be adopted and published according to law. The motion carried unanimously.

IX. FINANCE

A. Resolution No. 1260 Authorizing a Short-term Loan to the Friberg Street Construction Fund

Details: Design and engineering costs are funded with federal grant monies on this construction project, but the grant is on a reimbursement basis. Invoices are paid before grant monies are received, leaving negative cash balance in this fund. The loan term will be for less than 90 days, but likely much shorter.

Department/Presenter: Joan Durgin, Finance Director

[Resolution No. 1260](#)

It was moved by Steve Hogan, seconded by Tim Hazen that Resolution No. 1260 be read by title only. The motion carried unanimously.

It was moved by Steve Hogan, seconded by Tim Hazen that Resolution No. 1260 be adopted. The motion carried unanimously.

B. Resolution No. 1261 to Reimburse the General Fund for Expenses to be Incurred on the Heating, Ventilation and Air Conditioning (HVAC) Project

Details: The State Treasurer accepted the City's loan and credit application to finance the HVAC project at the police facility and the library. The City will incur expenses on this project before financing proceeds are available. The attached resolution will allow the City to reimburse the General Fund when the proceeds are received. The financing contract will be brought forward when project costs are more predictable.

Department/Presenter: Joan Durgin, Finance Director

[Resolution No. 1261](#)

It was moved by Don Chaney, seconded by Greg Anderson that Resolution No. 1261 be read by title only. The motion carried unanimously.

It was moved by Don Chaney, seconded by Melissa Smith that Resolution No. 1261 be adopted. The motion carried unanimously.

X. EXECUTIVE SESSION

- A.** Real Property
- B.** Labor Relations (item added - January 17, 2013)

The meeting recessed at 7:27 p.m., for discussion on real property and labor relations for an estimated 25 minutes. No further action will be taken.

The meeting reconvened at 7:55 p.m.

XI. ADJOURNMENT

The meeting adjourned at 7:55 p.m.

NOTE: The City of Camas welcomes and encourages the participation of all of its citizens in the public meeting process. A special effort will be made to ensure that person with special needs have opportunities to participate. For more information, please call 360.834.6864.

Quick Preview of Agenda and Supporting Documents - Posted January 16, 2013

[Council Agenda with Supporting Documents - Posted January 16, 2013](#) 

Mayor

City Clerk

CITY OF CAMAS PROJECT NO. SS-571 Project Name: Cedar Street Storm Sewer Realignment Project			PAY ESTIMATE: ONE PAY PERIOD: 1/07/12 through 1/25/13 Original Contract Amount: \$59,165.80					CivilWorks NW, Inc. PO Box 5698 Vancouver, WA 98668 360.694.8849			
ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	UNIT PRICE	CONTRACT TOTAL	QUANTITY PREVIOUS	TOTAL PREVIOUS	QUANTITY THIS EST.	TOTAL THIS EST.	QUANTITY TO DATE	TOTAL TO DATE

1	MOBILIZATION	LS	1.00	\$5,000.00	\$5,000.00	0.00	\$0.00	1.00	\$5,000.00	1.00	\$5,000.00
2	PROJECT TEMPORARY TRAFFIC CONTROL	LS	1.00	\$1,750.00	\$1,750.00	0.00	\$0.00	1.00	\$1,750.00	1.00	\$1,750.00
3	CLEARING & GRUBBING	LS	1.00	\$3,500.00	\$3,500.00	0.00	\$0.00	1.00	\$3,500.00	1.00	\$3,500.00
4	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1.00	\$1,750.00	\$1,750.00	0.00	\$0.00	1.00	\$1,750.00	1.00	\$1,750.00
5	EROSION CONTROL AND WATER POLLUTION CTRL	LS	1.00	\$1,500.00	\$1,500.00	0.00	\$0.00	1.00	\$1,500.00	1.00	\$1,500.00
6	ROADSIDE RESTORATION	LS	1.00	\$750.00	\$750.00	0.00	\$0.00	1.00	\$750.00	1.00	\$750.00
7	MANHOLE 48 INCH DIA.	EA	3.00	\$3,250.00	\$9,750.00	0.00	\$0.00	3.00	\$9,750.00	3.00	\$9,750.00
8	RE-CHANNEL MANHOLE	EA	1.00	\$500.00	\$500.00	0.00	\$0.00	1.00	\$500.00	1.00	\$500.00
9	CONNECTION TO DRAINAGE STRUCTURE	EA	1.00	\$1,000.00	\$1,000.00	0.00	\$0.00	1.00	\$1,000.00	1.00	\$1,000.00
10	PLUG EXISTING PIPE	EA	1.00	\$1,000.00	\$1,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
11	ASTM D3034 PVC STORM SEWER PIPE 12 INCH DIA.	LF	251.00	\$80.00	\$20,080.00	0.00	\$0.00	251.00	\$20,080.00	251.00	\$20,080.00
12	SOLID ROCK EXCAVATION	CY	30.00	\$150.00	\$4,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
13	RECONSTRUCTION OF CMU RETAINING WALL	LS	1.00	\$1,250.00	\$1,250.00	0.00	\$0.00	1.00	\$1,250.00	1.00	\$1,250.00
14	TRENCH SAFETY SYSTEM (MINIMUM BID \$1/L.F.)	LS	251.00	\$1.00	\$251.00	0.00	\$0.00	251.00	\$251.00	251.00	\$251.00
15	PROJECT DOCUMENTATION	LS	1.00	\$2,000.00	\$2,000.00	0.00	\$0.00	1.00	\$2,000.00	1.00	\$2,000.00

Subtotal (Items 1-20):			\$54,581.00	\$0.00	\$49,081.00	\$49,081.00
Sales Tax: (Items 1-20)	Rate: 8.4%		\$4,584.80	\$0.00	\$4,122.80	\$4,122.80
Total:			\$59,165.80	\$0.00	\$53,203.80	\$53,203.80

	ORIGINAL CONTRACT TOTAL	TOTAL PREVIOUS	TOTAL THIS EST.	TOTAL TO DATE
SUBTOTALS	\$54,581.00	\$0.00	\$49,081.00	\$49,081.00
CHANGE ORDERS TO DATE	-----	\$0.00	\$0.00	\$0.00
SUBTOTAL	\$54,581.00	\$0.00	\$49,081.00	\$49,081.00
SALES TAX (8.4%)	\$4,584.80	\$0.00	\$4,122.80	\$4,122.80
TOTAL CONTRACT	\$59,165.80	\$0.00	\$53,203.80	\$53,203.80
LESS 5% RETAINAGE	-----	\$0.00	(\$2,454.05)	(\$2,454.05)
TOTAL LESS RETAIN.	-----	\$0.00	\$50,749.75	\$50,749.75

STORM ACCT. NUMBER: 419-00-594-530-65

THIS PAY EST. LESS RETAINAGE

\$50,749.75

F.I.

Steve Dursoph 1/29/13
Project Engineer Date

1/28/13
Contractor Date

James Hodge 1/29/13
Project Manager Date

REC
ENTERED
1/29/13



MEMORANDUM

TO: Mayor and Council

FROM: Jim Hodges, Community Development/Engineering

DATE: February 4, 2013

RE: Public Hearing for Gano Boundary Line Adjustment (BLA)

This memo provides information related to the proposed BLA proposed for the Gano Property located at 222 NE Lake Road.

According to Ordinance # 2509 a Public Hearing is required "prior to the sale, conveyance, transfer, or other disposition of open space, park, or recreational land owned by the city...". A copy of the ordinance is attached for your reference.

A privately owned parcel, located at 222 NE Lake Road, owned by David and Kristine Gano, is bordered on the west and south sides by Camas Parks property known as Fallen Leaf Lake Park. Camas recently acquired the Fallen Leaf Lake park and open space property from the G.P. mill. After city acquisition of the park property, Mr. & Mrs. Gano indicated that they had been having recurring problems with pedestrians walking from the park property through their property to access Lake Road and Lacamas Lake. The foot traffic prompted them to erect a fence and a number of "NO TRESPASSING" signs aimed at directing pedestrians away from their property.

After some initial conversations between Mr. & Mrs. Gano and City Staff, it was clear that there was not a common understanding of where the property lines were actually located. With the understanding of all parties, Camas Staff embarked on an effort to locate the existing monuments that delineate the property lines common to Gano/Camas parcels. Engineering Staff coordinated the property monument search with Mr. and Mrs. Gano. All recorded monuments were found and were verified by a third party surveyor retained by Mr. & Mrs. Gano.

After verification of the property line location, Mr. & Mrs. Gano met with staff (including Lloyd and Jim H.) to discuss the possibility of exchanging portions of their property for an equal amount of park property. This proposal benefits the city and the Ganos by providing the Camas with a relatively "dry" corridor for a future trail, and it preserves some features that have sentimental value to the Gano/Moracsh Family. The property that the city would relinquish has no substantive value to Camas.

Please direct any questions to Jim Carothers, Engineering Manager.

ORDINANCE NO. 2509

AN ORDINANCE adding a new section to the Camas Municipal Code requiring a public hearing prior to the sale, conveyance, exchange, transfer, or other disposition of open space, park, or other recreational land owned by the City.

THE COUNCIL OF THE CITY OF CAMAS DO ORDAIN AS FOLLOWS:

Section I

There is hereby added to the Camas Municipal Code a new section to provide as follows:
C.M.C. 18.55.335

Prior to the sale, conveyance, exchange, transfer or other disposition of open space, park, or recreational land owned by the City, the City Council shall first hold a public hearing. Notice of the public hearing shall be provided in accordance with CMC 18.55.170 and 18.55.190. The hearing shall be conducted in accordance with the procedures set forth in CMC 18.55.180(d). If following the public hearing, the City Council determines that the proposed sale, exchange, conveyance, transfer or other disposition of open space, park or recreational property is in the best interest of the City, then such sale, exchange, conveyance, transfer or other disposition shall be approved by the City Council in an open public meeting.

Section II

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

PASSED by the Council and APPROVED by the Mayor this 7th day of April,
2007. 2008

SIGNED: _____

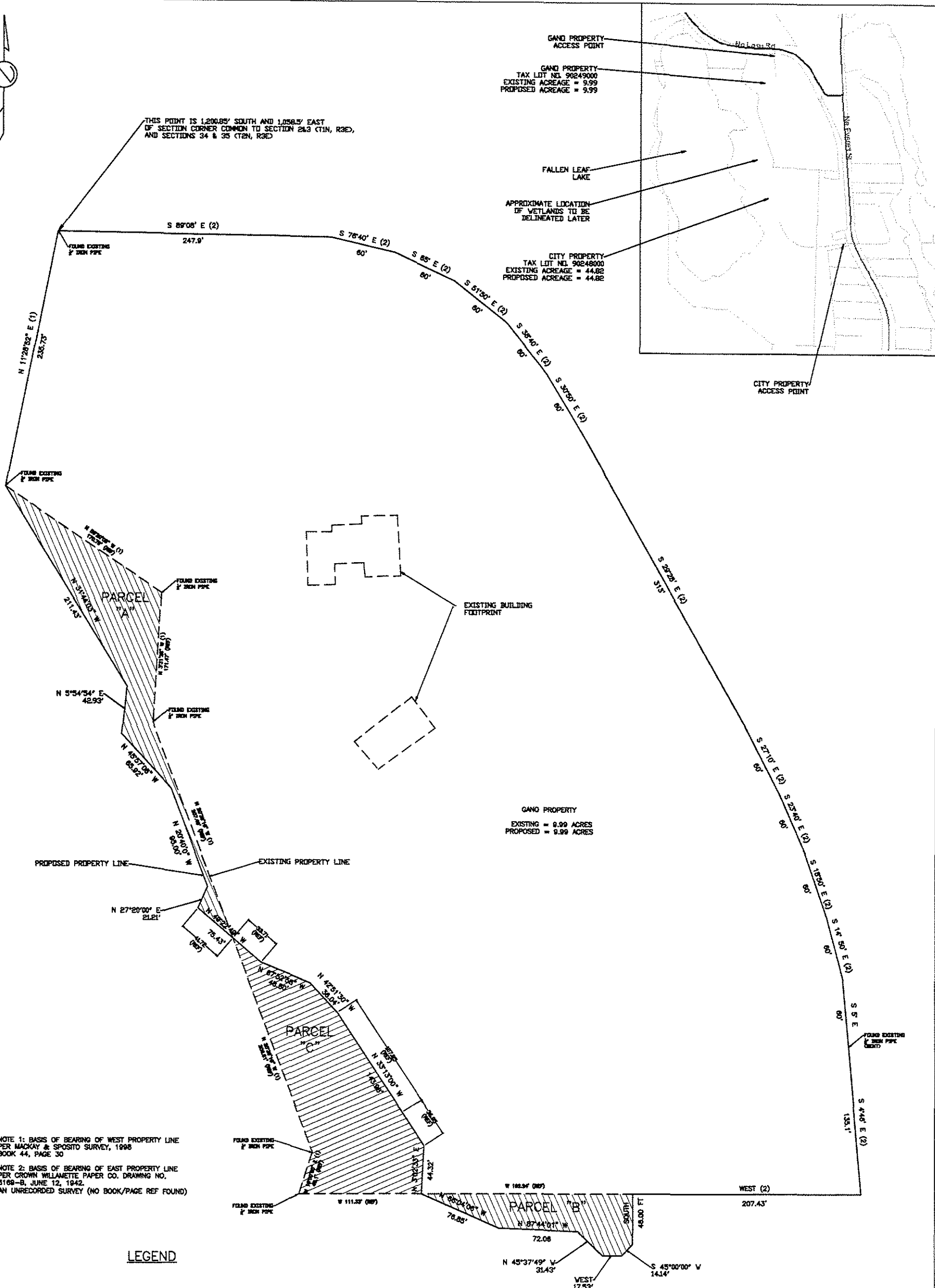
Mayor

ATTEST: _____

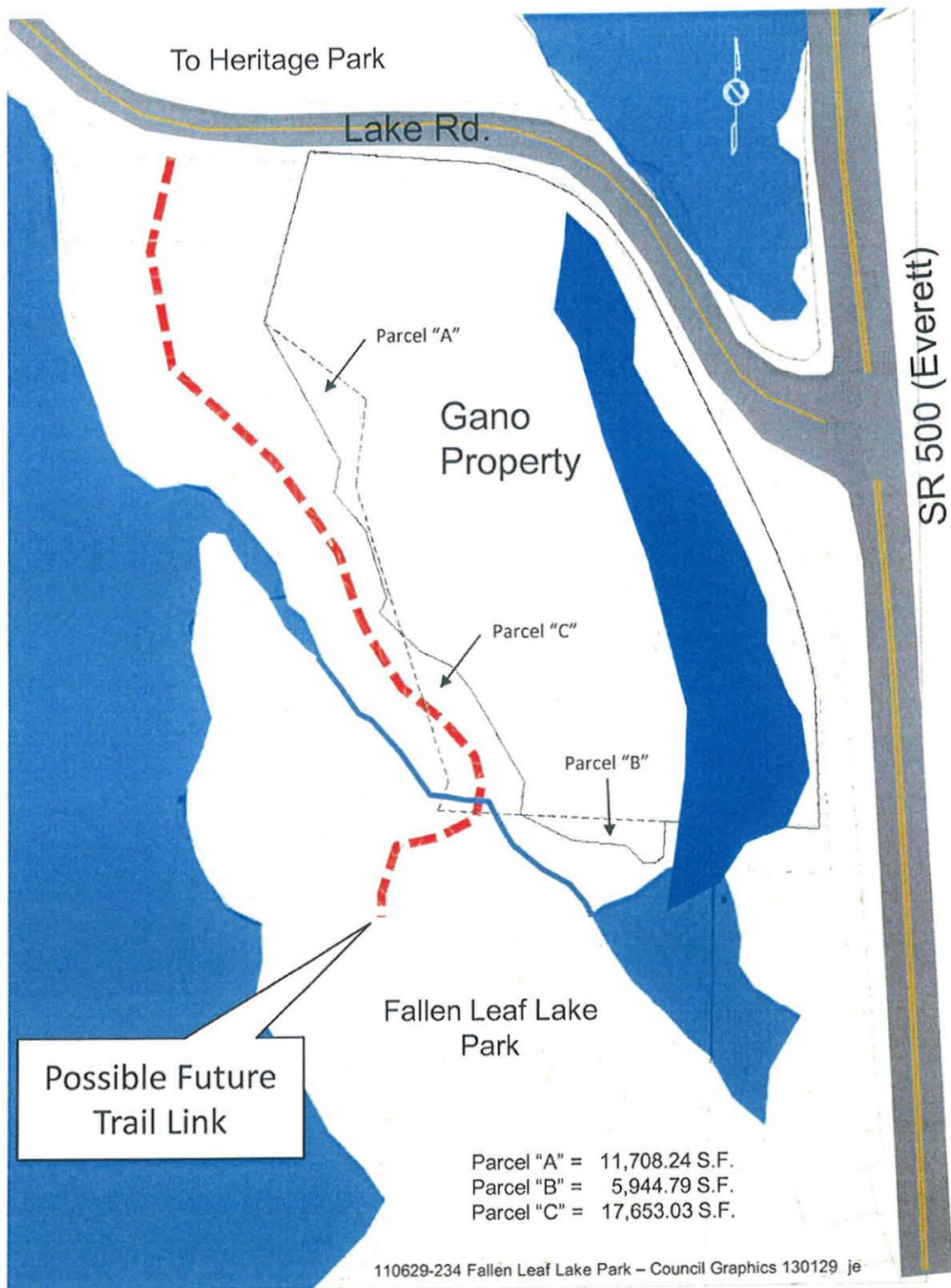
Clerk

APPROVED as to form:

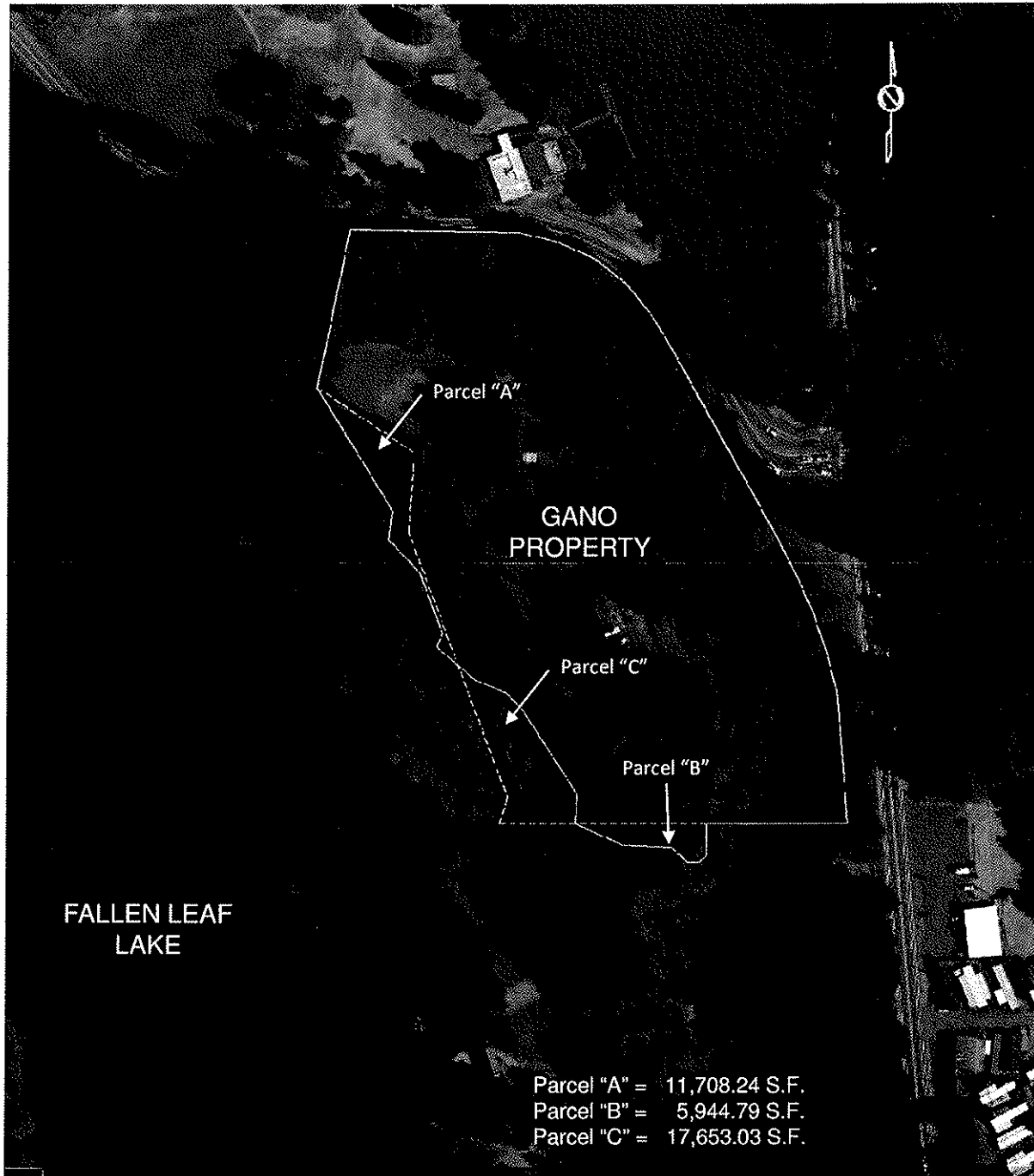
City Attorney



GANO BOUNDARY ADJUSTMENT
CURRENT PROPOSAL (January 29, 2012)
IMAGE 2



GANO BOUNDARY ADJUSTMENT
CURRENT PROPOSAL (January 29, 2012)
IMAGE 1



RESOLUTION NO. 1262

A RESOLUTION setting the speed limit on
NE Goodwin Road and NE 13th Street.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CAMAS as follows:

Section I

The Council of the City of Camas finds, upon conveyance of this County road to the City of Camas, that clarification of the speed limits of said street is necessary. The Council furthermore finds upon the basis of engineering and traffic investigation that the speed permitted by Clark County prior to said conveyance, whether by postings or state statute, should be slightly modified.

Section II

It is hereby declared that the speed limit for the following described street or sections thereof shall be as hereinafter set forth:

<u>Name of Street</u>	<u>Speed Limit</u>
NE Goodwin Road from Lacamas Creek Southwesterly to 400 feet Northeast of NW Camas Meadows Drive	50 mph
NE Goodwin Road from 400 feet Northeast of NW Camas Meadows Drive Southwesterly to its intersection with NW Friberg/Strunk Street	35 mph
NE 13 th Street from its intersection with NW Friberg/ Strunk Street Westerly a distance of approximately 350 feet to the Westerly City limits	35 mph

Section III

The City Engineer is directed to erect signs giving notice of the speed limit on said streets.

ADOPTED by the Council at a regular meeting this _____ day of February 2013.

SIGNED:

Mayor

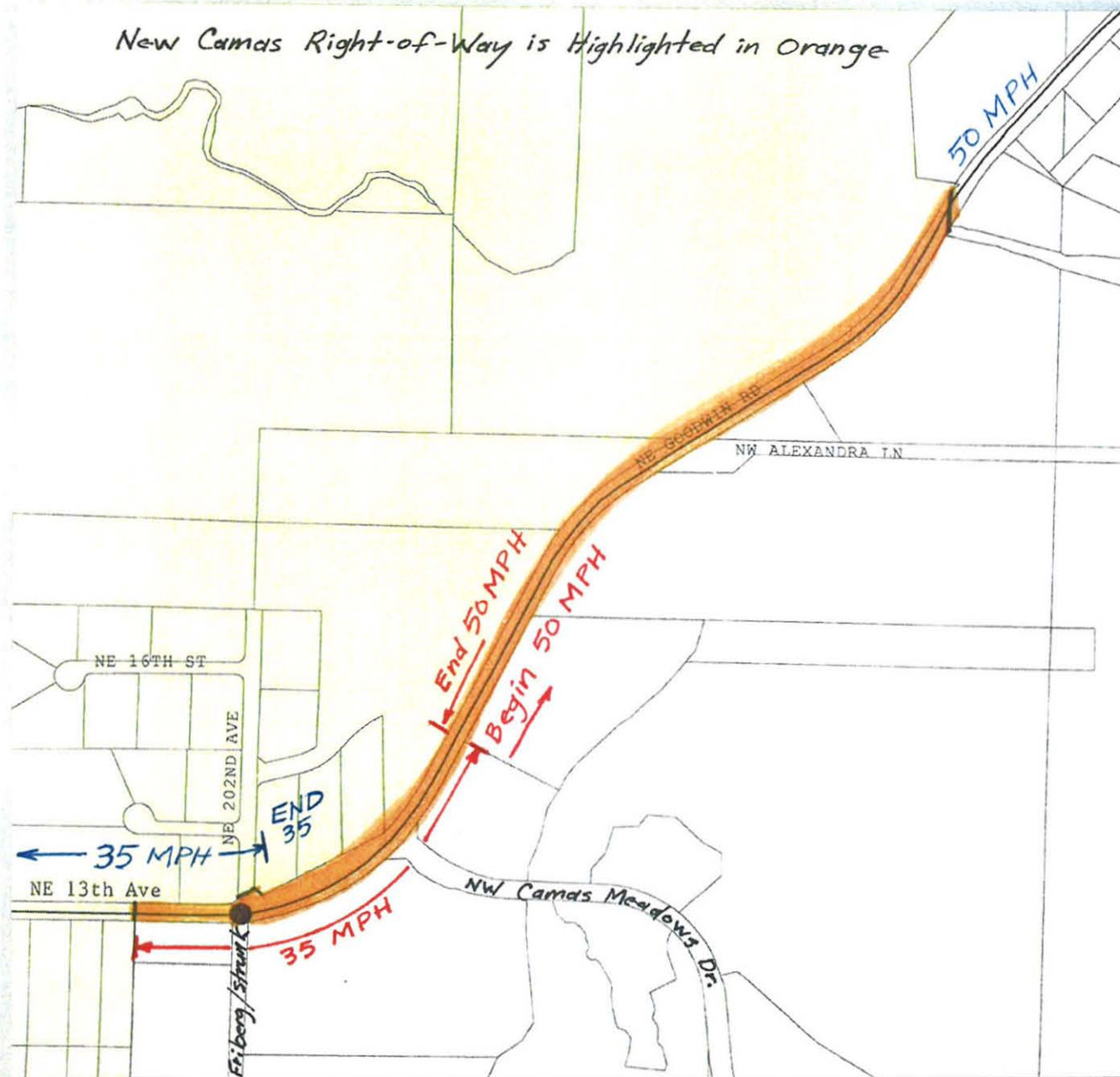
ATTEST:

Clerk

APPROVED as to form:

City Attorney

New Camas Right-of-Way is Highlighted in Orange



NE 13th Ave &

NE Goodwin Rd

NE 1/4 of Section 29 T2R3E WM

*Recommended
Speed Limits
in Red*

*Currently Posted
Speed Limits
in Blue*

January 14, 2013

- Major Roads
 - State
 - State On-Ramp
 - Interstate
 - Interstate On-Ramp
 - Primary Arterial
 - Arterial
 - Roads
- Township Range Grid
- Municipal Jurisdiction
 - Unincorporated
 - Incorporated

Set Dept Name in Preferences

<Empty Picture>

Plot Date: Oct 5, 2012
Map produced by:

Information shown on this map was collected from several sources. Neither Clark County or the agency producing this document accept responsibility for any inaccuracies that may be present.



RESOLUTION NO. 1263

A RESOLUTION increasing the advanced travel fund account from \$1,000.00 to \$1,500.00.

WHEREAS, the City has heretofore established a revolving account designated as the advanced travel fund with a balance of \$1,000.00 to pay for employees' travel expenses, and

WHEREAS, the Council desires to increase the fund balance to \$1,500.00,

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

SECTION I

The fund balance for the advanced travel fund is hereby increased from \$1,000.00 to \$1,500.00.

ADOPTED at a regular meeting of the Council of the City of Camas this _____ day of February, 2013.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney

RESOLUTION NO. 1264

A RESOLUTION authorizing the Emergency Rescue Fund to borrow \$350,000.00 from the Firemen's Pension Fund, and providing for the repayment of said loan by December 31, 2013, with interest on the declining balance of ½ % per annum.

WHEREAS, property taxes fund over 55% of the revenues in the Emergency Rescue Fund, and

WHEREAS, there are insufficient funds within the Emergency Rescue Fund to meet operating expenses during 2013 until property taxes are collected, and

WHEREAS, the Council desires to allow the Emergency Rescue Fund to borrow the necessary funds from the General Fund to pay for such operating expenses shortfall.

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

SECTION I

The Emergency Rescue Fund is hereby authorized to borrow the amount of \$350,000.00 from the Firemen's Pension Fund to pay for operating expenses.

SECTION II

The loan shall be repaid by December 31, 2013, plus accrued interest. The unpaid balance shall bear interest at the rate of ½ % per annum. There shall be no penalty for prepayment of all or part of the loan.

ADOPTED at a regular Council meeting this ____ day of January 2013.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney

RESOLUTION NO. 1265

A RESOLUTION confirming the appointment the Camas
Municipal Court Judges.

WHEREAS, pursuant to Chapter 3.50 RCW, the City of Camas created and established
an inferior court designated as the Municipal Court of the City of Camas; and

WHEREAS, Chapter 2.40.020 of the Camas Municipal Code provides that the mayor
shall appoint as municipal judges, subject to confirmation by the city council, all duly elected
district court judges of the Clark County District Court. The term of such appointment shall
coincide with the elected term of each district court judge; and

WHEREAS, pursuant to RCW 39.34, the city has entered into an inter-local agreement
with Clark County, whereby Clark County agreed to provide all judicial and court support
services necessary to operate the Municipal Court of the City of Camas and to adjudicate all
matters coming before said court; and

WHEREAS, the Mayor has appointed the current Clark County District Court Judges; the
Hon. Vern Schreiber, Hon. James Swanger, Hon. Darvin Zimmerman, Hon. Sonya Langsdorf,
Hon. Kelli Osler, and Hon. John Hagensen to serve as Camas Municipal Court Judges; and

WHEREAS, the Mayor has appointed the current Clark County District Court
Commissioners, the Hon. Commissioner Jeffrey Witteman, and Hon. Commissioner Kristen
Parcher to serve as Camas Municipal Court Judges;

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

The City Council of the City of Camas hereby confirms said appointment of the Clark
County District Court Judges and Commissioners to serve as the Camas Municipal Court Judges.

ADOPTED at a regular meeting of the Council of the City of Camas this ____ day of
January, 2013.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney

THIS AGREEMENT is made and entered into this 1st day of January, 2013, by and between the City of Camas, Camas, Washington, hereinafter referred to as the "Employer," and the Office and Professional Employees International Union, Local 11, AFL-CIO, chartered by the Office and Professional Employees International Union, AFL-CIO, hereinafter referred to as the "Union."

PREAMBLE

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

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

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

ARTICLE 1 – RECOGNITION

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

Administrative Support Assistant II
Library Associate
Senior Library Associate
Library Assistant
Youth Services Librarian
Library Page

All supervisory and confidential employees including the Assistant to the Library are excluded.

New position classifications will be discussed at the JLMC for clarification on their bargaining unit status.

ARTICLE 2 - UNION 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 Union 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 Union in good standing. This includes all full-time, part-time, and provisional part-time employees in the classifications listed in Article 1 to this Agreement.

- 2.3 In the event an employee member of the Union as defined in Article 1 to this Agreement who joins the Union fails to maintain his/her membership in the Union in good standing, therein by the payment of initiation fees and by regular payment of dues, the Union will notify the Employer, in writing, of such employee's delinquency. The Employer agrees to advise the employee that his/her employment status with the Employer is in jeopardy, and that failure to meet his/her membership obligation will normally result in termination of employment within five (5) days.
- 2.4 The Employer will furnish the Union on a current basis notice of all full-time and part-time employees as defined in Article 1 to this Agreement who have been hired, rehired, transferred, laid off or terminated. The Employer will provide written notification to the Union office and designated Union stewards in a timely manner of all newly hired, rehired, transferred, laid off or terminated employees as defined in Article 1 to this Agreement.
- 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.
- 2.6 The Union agrees to defend, indemnify, save and hold the City of Camas harmless from, for and against any and all claims arising from the application of this Article.

ARTICLE 3 - CHECK-OFF OF DUES

- 3.1 The Employer agrees to deduct Union dues from the wages of each employee as qualified in Section 3.2 below. The Employer agrees to forward such dues to the office of the Union monthly.
- 3.2 The 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 mailed to the Employer and the Union for certification purposes.
- 3.3 The Employer agrees to collect a Union assessed work permit fee from all temporary employees working in a position as defined in Article 1 to this Agreement. Such fee will be forwarded to the office of the Union monthly.

ARTICLE 4 - WORK SCHEDULE

- 4.1 Eight (8) consecutive hours, excluding the lunch period, shall constitute a day's work. The normal lunch period shall be one (1) hour. The normal work week will consist of up to forty (40) hours of work in a seven (7) day work period. For library employees, the normal work week may include non-consecutive work days, Monday through Saturday. The Employer can schedule employees to work non-consecutive work days. Examples of the scheduling are inclusive of working Monday through Thursday, Friday off, and working Saturday. 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.
- 4.2 Each employee shall receive a maximum of two (2) fifteen (15) minute relief periods including transit time in each day's work schedule except in cases of emergency. The first relief period will normally occur prior to lunch, and the second relief will occur after lunch during the tour of duty.
- 4.3 An employee attending an approved training or department meeting in or out of the City will be considered to have worked a normal workday. Other arrangements for off duty training may be made by mutual consent of the Department Head or designee and employee.
- 4.4 The Employer will normally provide two (2) weeks' notice of a shift change except in cases of emergency in which case no notice is required.
- 4.5 Each member of the bargaining unit may be allowed to exchange shifts with other members when the change is not detrimental to the best interests of the Employer as determined by, and subject to, the approval of the department head.
- 4.6 Consistent with the provisions of Article 32.2, 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 Library may propose alternative work schedules within the limits of a maximum forty (40) hour per week schedule and such schedules may be established by mutual agreement of the Union and the Library. No alternative schedule is permitted which would result in the payment of overtime for hours worked during the regular shift, to accommodate this flex-time provision.

ARTICLE 5 – OVERTIME

- 5.1 All work performed in excess of eight (8) hours per day (except as noted in 4.6) and/or forty (40) hours per week shall be paid for at the rate of one and one-half (1.5) times the regular rate of pay.
- 5.2 Call-backs shall be compensated at a minimum of two (2) hours at the overtime rate of pay.

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

- a. An employee who is asked by the Director or Assistant Director to cover an emergent or unavoidable circumstance callback shift shall work a six (6) hour shift from 9:00am – 12:00pm and return to complete their shift from 6:00pm – 9:00pm. The employee shall receive two (2) additional hours of compensation at their regular rate of pay for a total of eight (8) hour shift. The specific hours (9:00am – 12:00pm, etc.) used in this Section are examples only. Any shift could be split to ensure coverage.
- b. Assignments for emergent or unavoidable circumstances callback duty shall be made from a list of employees on a seniority base rotation.
- c. The City shall prohibit taking any adverse action against an employee for his or her refusal to work an emergent or unavoidable circumstance callback.

5.3 Any employee may elect to accrue compensating time off at the rate of time and one-half (1.5) in lieu of overtime payments up to a maximum accumulation of three (3) work weeks. The use of said compensatory time off is subject to the prior approval of the department head.

ARTICLE 6 – HOLIDAYS

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

New Year's Day
Presidents Day
Martin Luther King Day
Memorial Day
Independence Day
Labor Day
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.

- 6.2 The date of observance of the holidays shall be the date on which the City of Camas, by law, observes those holidays, provided that whenever one of the above holidays falls on a Sunday, the following Monday shall be observed as the holiday.
- 6.3 Holidays paid for but not worked shall be recognized as a shift worked for the purpose of determining weekly overtime.
- 6.4 Any employee who has worked 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.
- 6.5 Any employee who is on medically authorized sick leave when a holiday occurs will receive their normal rate of pay for that holiday and will not have their sick leave accrual charged.
- 6.6 Any employee who is on scheduled and approved vacation when a holiday occurs will receive their normal rate of pay for that holiday and will not have their vacation accrual charged for the holiday.
- 6.7 Any employee who works on Christmas Eve day will be allowed to leave two (2) hours prior to the end of their regular quitting time, with pay, unless in the opinion of the Employer, the employees services are needed and required in the interests of 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.

- 6.8 Any employee who is required to work on any of the holidays listed in Section 6.1 shall be compensated at the rate of one and one-half (1.5) times their regular rate of pay in addition to their holiday pay. By mutual agreement an employee may choose to take another day off in lieu of holiday pay.
- 6.9 Newly hired employees shall be entitled to a pro-rata share of the three "floater" holidays, based on the part of the year that the employee is employed.

ARTICLE 7 – VACATIONS

- 7.1 Paid annual vacation accrual shall begin at the date of hire. No vacation accrual may be taken by new employees until the completion of six (6) months of service; thereafter vacation accrual may be taken as earned according to the following schedule:

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

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

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

ARTICLE 8 - SICK LEAVE

- 8.1 Employees shall accrue sick leave at the rate of eight (8) hours per month with a maximum accrual of one thousand forty (1040) hours. Part time employees working ten (10) or more hours per week shall accrue sick leave at the same rate but in proportion to the number of hours worked.
- 8.2 Employees noted in Section 8.1 above are entitled to use sick leave for only a bona fide illness or injury, 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 or minor child, legal domestic partner, 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", under circumstances as defined by the Shared Leave Policy Section 1C.
- 8.3 Employees entitled to sick leave who have exhausted their sick leave accrual may use accrued vacation.
- 8.4 Time off for medical purposes shall be charged against sick leave for actual time used only.
- 8.5 The City agrees to adhere to any provisions covered under the Family Medical Leave Act (FMLA), the Washington Family Leave Act (WFLA), the Family Care Act and the American's with Disabilities Act (ADA).
- 8.6 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 proof of illness. Any employee who utilizes more than three (3) separate one-day annual sick leave periods on a work day either immediately prior to, or immediately following, their normal weekend (weekly days off) or holiday, may be required to provide a doctor's certificate for every subsequent sick day taken during the remainder of that year.
- 8.7 Any employee who has reached their maximum accrual of one thousand forty (1040) sick leave hours and has used less than one (1) day of sick leave during the previous twelve (12) consecutive calendar months, 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. For purposes of this incentive one (1) day shall be defined as the number of work hours in an employee's average work day.

Any employee who has reached their maximum accrual of one thousand forty (1040) sick leave hours and has used more than one (1) but less than three (3) days of sick leave during the previous twelve (12) consecutive calendar months may opt to receive two (2) days' pay in January and have two (2) days of sick leave accruals deducted from their earned sick leave. For purposes of this incentive, one (1) day shall be defined as the number of work hours in an employee's average work day. This benefit may be utilized once every twelve (12) months.

- 8.8 Any employee who has accrued less than one thousand forty (1040) sick leave hours and has used more than one (1) but less than three (3) days of sick leave during the previous twelve (12) consecutive calendar months, may opt to receive two (2) days' pay in January and have two (2) days of sick leave accruals deducted from their earned sick leave. For purposes of this incentive, one (1) day shall be defined as the number of work hours in an employee's average work day. This benefit may be utilized once every twelve (12) months.
- 8.9 If an employee retires under DRS requirements from the City or in the event of death of current employee, that employee or his/her beneficiary is eligible to cash out twenty-five (25%) of their sick leave balance at their current straight time rate.
- 8.10 The City of Camas shall administer state and federal laws related to family leave in accordance with those laws and consistent with City personnel policies.

Family Leave - Employees who work for the City at least twelve (12) months and have worked one thousand two hundred fifty (1250) hours over the previous twelve (12) months are eligible for up to twelve (12) weeks total of paid or unpaid leave per 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 twelve (12) weeks allowed by State Law (RCW 49.78) is in addition to leave provided for pregnancy or childbirth. Employees may use sick leave for illness or injury to the employees spouse 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, legal domestic partner, or parent. A son or daughter is a minor child either under the age of eighteen (18) or eighteen (18) years of age or older but incapable of self-care because of a mental or physical disability. A "serious health condition" is an injury, illness, impairment, physical or mental condition that involves 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, 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 twelve (12) weeks. In the event an employee does not return to City employment after taking leave under this section, the City may recover the cost of any health insurance premiums paid by the City during the unpaid portion of the leave. Upon return from such leave, the employee will be reinstated to the employee's former or equivalent position.

ARTICLE 9 - BEREAVEMENT LEAVE

- 9.1 A maximum of three (3) working days bereavement leave shall be allowed when there is a death in the employee's immediate family or any other member of the immediate household. An additional two (2) days shall be allowed as needed and will be charged to sick leave, vacation leave, comp time, floating holiday or leave without pay at the discretion of the employee.
- 9.2 Recognizing the need for family support, a maximum of two (2) days bereavement leave shall be allowed to attend the funeral or memorial service of aunts, uncles, nieces or nephew of the first generation.
- 9.3 Employees may be excused by the Employer to attend the funeral of deceased fellow employees as leave with pay.
- 9.4 Human Resources will administer bereavement leave for consistency in unique circumstances as they arise.

IMMEDIATE FAMILY - The employee's spouse, legal domestic partner, child, parents, brother, sister, grandparents and grandchildren, or any member of the immediate household. This will also include "step" and "in-law" relationships.

ARTICLE 10 - JURY DUTY

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

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. 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 (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 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. Upon expiration of a regularly approved leave without pay, the employee shall be reinstated in the position held at the time leave was granted without loss of seniority status, excepting that the time on leave will be deducted from the employee's total service to determine seniority. Failure on the part of the employee on leave without pay to report promptly at the expiration of the leave shall constitute cause for forfeiture of right to reinstatement. The Employer may, in exceptional circumstances, extend leave beyond ninety (90) days.
- 11.3 Upon written request from the Union, a Union Representative or Steward may be granted time off without pay or any cost to the Employer to conduct bona fide business of the Union. Stewards and Members of the JLMC shall have a reasonable amount of time during their shifts to conduct Camas Public Library Union affairs after first notifying their Supervisor.
- 11.4 Domestic Violence/Sexual Assault: The Employer will grant leave in accordance with the City's Domestic Violence/Sexual Assault policy.

ARTICLE 12 – SENIORITY

- 12.1 Seniority is the length of continuous employment of an employee within the bargaining unit. Where abilities are substantially equal seniority shall be observed with respect to promotions, transfers and layoff.
- 12.2 Seniority shall be broken only by resignation, discharge, retirement, layoff of more than

twelve (12) months, or failure to return in accordance with the terms of a leave of absence or when recalled from layoff.

- 12.3 Part-time employees will receive seniority on a seniority pro-rata basis equal to the calculation utilized by the Washington State Department of Retirement Systems.
- 12.4 Department seniority is defined as the length of employment with the City in one department, and is the seniority used in selection of vacation, overtime and similar scheduling matters.

ARTICLE 13 - EVALUATIONS, PROMOTIONS, DEMOTIONS AND TRANSFERS

- 13.1 The Library shall implement a semi-annual or annual performance evaluation of each employee. The importance of this process, and the need for its careful consideration in execution, is emphasized. The purpose of the performance review is to maintain a mutual understanding of the Employee and Employer's role in providing quality and service to the Library; and is a basis for promotions, goal setting, pay step progression (ref. 24.2) 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.
- 13.2 Promotion is hereby defined as a move from a lower position to a higher position. It is the intention of the Employer to fill newly created positions or position vacancies from within before hiring new employees, provided employees are available with the necessary qualifications and abilities to fill the vacant position. Lateral transfers may be made.
- 13.3 Notice of new and current position vacancies within the bargaining unit shall be posted on all bulletin boards of the Employer with copies to the Union office and stewards. This notice will remain on the bulletin board for five (5) working days and will include position title, pay range, and a brief description of the position. Those employees who make application during the five (5) day period will be considered for the position.

Employees who are actively substituting in any capacity (page, associate, assistant) in the Library may apply within this time period and will be considered for the position only if there are no other applicants.
- 13.4 An employee who is promoted to a higher position grade shall receive a minimum increase of the next step higher than his/her regular rate of pay. In the event the employee does not successfully pass the probationary period, such employee shall be reinstated without any loss of seniority or pay provided the pay rate shall not exceed the normal rate of the subject employee for the position being reinstated to.

- 13.5 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.
- 13.6 Demotion: Demotion may be used by the Employer if the Employer determines the employee is not performing all the job requirements properly or completely. The Employer will not use demotion in disciplinary actions.
- 13.7 Lateral Transfers: This is defined as an employee who voluntarily takes another position of the same pay range. In the event that the employee does not successfully pass the probationary period, such employee shall be reinstated without any loss of seniority or pay, provided the pay rate shall not exceed the normal rate of the subject employee for the position being reinstated to.
- 13.8 Career Development: The Employer and the Union agree to address career developments during JLMC meetings and work towards building a career development process for employees to advance in positions at the Camas Library for the term of this Agreement.

ARTICLE 14 - LAYOFFS AND RECALL

- 14.1 The City may layoff an employee based on the elimination of the employee's position due to lack of work, lack of funds, reorganization, elimination of services/functions or other similar reasons. Additionally, employees may be laid off through displacement by an employee through the bumping procedure outlined in this Agreement. Employees who bump downward or accept vacant positions in a lower class shall be considered laid off from their former classification for the purpose of recall rights under this Article. Forced reduction of hours shall also be considered a layoff.
- 14.2 **Alternatives to Layoff.** The City will make every reasonable effort to avoid layoff of bargaining unit employees. Such efforts will include consideration of the following strategies to prevent or minimize the effects of layoffs:
- 14.2.1 Termination of non-critical employees and consultants within the Camas Public Library.
- 14.2.2 Temporary reduced work hours programs including reduced work weeks and furloughs/ shutdowns.
- 14.2.3 Attrition-based programs such as early retirements and voluntary layoffs.
- 14.2.4 Reduction of paid leave balances or accrual rates.

The City will solicit Union input as to available and desirable alternatives prior to any final decisions as to the necessity of the layoff. The City will negotiate with the Union to the extent that any alternative to layoff program impacts mandatory subjects of bargaining such as reduced work hours programs or paid leave reductions.

- 14.3 Application of the principle of seniority shall apply in the case of layoff and reinstatement provided that the remaining employees shall have the skill and ability to do the work as determined in a fair and equitable manner.

- (a) In layoff, the last employee employed shall be the first laid off provided the senior employee is capable of performing the work with skill and ability as determined by the department head.
- (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 shall result in loss of seniority.

- 14.4 **Selection and Notice.** Employees who will be separated from City service shall be provided a minimum of two (2) weeks' notice of such layoffs before the scheduled layoff or pay in lieu of notice. The Union shall be notified concurrent with notice to employees.

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

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

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

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

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

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

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

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

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

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

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

- 14.7 **Reassignment and Bumping.**

14.7.1 Employees facing layoff shall be offered reassignment in the order below. No step may be utilized unless there are no available positions in the preceding steps except that the steps may be rearranged as necessary to provide a minimum pay reduction. In all cases the employee must be qualified to perform the duties of the position following a

reasonable period of orientation and training. In the event there is more than one qualified candidate for a position, such position shall be offered on the basis of seniority. In bumping situation, the employee may bump only into the position occupied by the least senior employee, not any less senior employee. The order of consideration shall be:

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

If there are no available positions in Steps a-d above the City will make every effort to place laid off employees in other positions for which they are qualified but have no prior service.

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 includes legal domestic partner.
 - 15.1.1 Employees may opt out of medical coverage per the City of Camas Dual Insurance Incentive Program policy and in accordance to IRC (Internal Revenue Code) Section 125.
- 15.2 The Employer shall provide post-retirement medical insurance from retirement to age sixty-five (65) for the employee only, provided the employee has been employed by the city for a total of ten (10) years and is retiring from the city under the provision of the applicable PERS retirement plan. Coverage for a spouse may be purchased by the employee in accordance with the requirements of the applicable plan. Employees hired after January 1, 1998 as described above shall not be eligible for employer paid post-retirement medical insurance, but may participate for themselves and spouse at their own expense for the employee and spouse, consistent with plan requirements.
- 15.3 The Employer shall provide a term life insurance policy for all employees working twenty (20) hours a week or more. The amount of the policy shall be equal to the nearest thousand dollars of the employee's normal yearly salary exclusive of overtime but not to exceed a maximum of Fifty Thousand Dollars (\$50,000.00).

15.4 Health Insurance: **Kaiser HMO and AWC Regence Healthfirst Plan:**

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

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

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

The monthly premiums for the plans are as follows:

Kaiser Permanente	2013 Premiums	Regence Healthfirst	2013 Premiums
Employee (EE) only	\$ 628.10	Employee (EE) only	\$ 652.32
EE plus Spouse	\$1240.37	EE plus Spouse	\$1309.57
EE plus 1-Dependent	\$ 905.92	EE plus 1-Dependent	\$ 975.69
EE plus 2 or more Dependents	\$1152.15	EE plus 2 or more Dependents	\$1243.64
EE; Spouse and one Dependent	\$1518.20	EE; Spouse and one Dependent	\$1632.94
EE; Spouse and 2+ Dependents	\$1764.42	EE; Spouse and 2+ Dependents	\$1900.90

- 15.6 For the term of this Agreement, the Employer agrees to pay only the premiums for dental (Plan F), vision, and life insurance plans offered by the Employer. The Employer will continue prescription drug coverage through the medical plan, consistent with the provisions of the medical plan.
- 15.7 In the event insurance companies, brokers and/or administrators of the existing health and welfare plans notify the Employer of changes in benefits structure, then and in that event, the Employer will notify the Union and employees of such changes and these changes will pass through to the membership without negotiations. In the event of a change in the continued availability of such plan and/or any premium cost share increases to the membership, the parties will negotiate these changes and thereafter the Employer will determine whether or not to make changes to the health and welfare plans inclusive of benefit levels and premium levels.
- 15.8 The Union and/or the employee will indemnify and hold the Employer harmless from any and all claims or disputes between an insurance carrier and employees relating to medical claims and/or coverage's.
- 15.9 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.

- 15.10 The Employer shall make pension contributions required by statute to the Department of Retirement System (DRS).
- 15.11 Employees and their immediate families (spouse and dependent children) shall be issued pool passes for the municipal swimming pool.

ARTICLE 16 - JOINT LABOR/MANAGEMENT COMMITTEE

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

JLMC MISSION STATEMENT

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

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

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

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

ARTICLE 17 - DISCIPLINARY PROCEDURES

- 17.1 The Employer may discipline an employee for just cause.
- 17.2 Disciplinary action or measures shall include only the following:
- (a) Verbal counseling;
 - (b) Written reprimand;
 - (c) Suspension without pay;
 - (d) Discharge.
- 17.3 The parties agree that progressive and escalating levels of discipline are preferable to allow an employee proper notice of misconduct and the opportunity to improve performance. The level or degree of discipline imposed shall be appropriately based on an employee's prior record of service, length of service, severity of offenses and prior record of discipline.

- 17.4 When the Employer determines the circumstances are such that retention of the employee will likely result in the disruption of Employer services, damage to or loss of Employer property or be injurious to the employee, fellow employees or the services provided by the Employer, the Employer may immediately suspend with or without pay, depending on the circumstances. In such cases the facts supporting the circumstances will be made available to the employee by the Employer not later than three (3) working days after the action became effective.
- 17.5 The provisions of this article shall not apply to newly hired employees serving a six (6) month or longer probationary period subject to the following provisions. The Employer may extend a probationary employee's probationary period for up to an additional three (3) months. Any extensions beyond the three (3) month period will be subject to mutual agreement with the Union. In any event, the probationary period shall not exceed twelve (12) months. Probationary employees shall work subject to the provisions of this agreement but shall be only on a trial basis during which period they may be discharged without cause and without any recourse.
- 17.6 The employee and the employee's Union representative with the employee's authorization shall have the right to inspect the full contents of his/her personnel file. No written reprimand may be placed in the personnel file without the employee having been first notified of said written reprimand and given a copy, with a copy to the Union. An employee who disagrees with the validity of any written reprimand added to the file shall have the opportunity to challenge said written reprimand under the issue resolution procedure herein. The employee shall be required to sign the written reprimand or other disciplinary action acknowledging that they have read the contents of the document.
- 17.7 The written reprimands will be removed from an employee's personnel file after one hundred eighty (180) days from the date said action was finalized provided that no further written reprimands have been issued within the one hundred eighty (180) day time period. If another written reprimand has been issued within this time period then both written reprimands shall remain in the personnel file for an additional one hundred eighty (180) days from the date of the latest written reprimand. In any event, the one hundred eighty (180) days may be extended to three hundred sixty (360) days depending on the seriousness of the circumstances. If another written reprimand has been issued within the three hundred sixty (360) days time period then both written reprimands shall remain in the personnel file for an additional three hundred sixty (360) days from the date of the last written reprimand.

- 17.8 In the event an employee may be subject to disciplinary action up to and including discharge, the Employer will notify the employee of the facts supporting such action and provide the employee with an opportunity to confer with 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. If the employee requests the presence of his/her Union representative, they shall be allowed to attend the disciplinary meeting provided scheduling of the meeting is not unreasonably delayed.
- 17.9 It is the Employer's sole determination as to whether or not an employee suspended without pay may be allowed to forfeit accrued vacation or compensatory time in lieu of the suspension of pay.

ARTICLE 18 - ISSUE RESOLUTION PROCESS

18.1 Issue Resolution

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.

Level 1: Employee, Steward and First line Supervisor

Scope: Issues and recommendations that can't be resolved by the employee and supervisor.

Procedure: Issues and recommendations will be orally addressed within ten (10) working days of the occurrence or knowledge thereof. If unresolved, the Supervisor and Steward will document the circumstances on the Issue Resolution Form and provide copies to the Department Head and Steward for Level 2.

Level 2: Individuals involved in Level 1 and the Department Head or designee.

Scope: Unresolved issues from Level 1.

Procedure: Review issue and documentation. Department Head and Steward should try to help Level 1 parties identify underlying interests in the search for "what's right".

Resolutions reached at this level will be documented with copies sent to Local 11 and the Human Resources Department.

Level 3: Appropriate members of the Joint Labor/Management Committee (JLMC).

Scope: Unresolved issues from Level 2.

Procedure: JLMC members will review documented material and interview appropriate personnel in order to resolve the issue in an expeditious manner.

18.2 Mediation and Arbitration

If the issue cannot be resolved at Level 3 (three), the parties may, by mutual agreement, seek the assistance of the Federal Mediation and Conciliation Service (FMCS) or the Public Employees Relation Commission (PERC) in an attempt to resolve the dispute.

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

ARTICLE 19 - NON-REDUCTION OF WAGES AND WORKING CONDITIONS

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

ARTICLE 20 - STRIKES AND LOCKOUTS

The City and the Union recognize that the public interest requires the efficient and uninterrupted performance of all City services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this agreement, neither the Union nor the City shall cause, engage in, or sanction any work stoppage, slowdown, or other interference with City functions. Employees who engage in any of the foregoing actions shall be subject to disciplinary action including suspension or discharge. No 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 21 - UNION REPRESENTATIVE

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

ARTICLE 22 - BULLETIN BOARD

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

ARTICLE 23 - NON-DISCRIMINATION

- 23.1 The Employer agrees that they will not discriminate against any employee because of lawful Union activity.
- 23.2 Neither the Union nor the Employer, in carrying out their obligation under this agreement, shall discriminate in matters of hiring, training, promotion, transfer, layoff, discharge, or otherwise because of race, color, creed, national origin, sex or age.
- 23.3 All references to employees in this contract designates 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 Exhibit "A"
- 24.2 Newly hired employees will be paid at step 1 of their pay range as determined by the Employer. An employee may be granted a step increase to step 2 subject to satisfactory completion of probation, except in promotions where Section 24.6 of this Article applies, as determined by the department head. 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. 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.
- 24.3 Salary Increase – Across the Board Wage Adjustments
 - 24.3.1 Effective January 1, 2013, bargaining unit employees shall receive a half percent (0.5%) wage increase to their current wage rate set forth in Exhibit "A" to this Agreement.
- 24.4 No step increase is applicable if an employee reaches the maximum step of their pay plan.

- 24.5 Employees will perform the job duties and responsibilities of their current classification set forth in each respective job description.
- 24.6 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's anniversary date will not change and will follow the pay plan procedures set forth in Section 24.2 above. If the employee's salary at the time of promotion is in excess of the top step of the new pay plan then the employee will receive a three percent (3%) wage increase for said promotion.
- 24.7 An employee who is temporarily assigned the duties and responsibilities of a higher level position shall be paid at a rate one step three percent (3%) above 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 fifty percent (50%) of the assignment for a period of eight (8) consecutive working hours. If the employee is so assigned and actually works fifty percent (50%) of the assignment for a period of more than eight (8) hours, the out-of-class pay shall be retroactive to the first hour of that specific assignment. This does not include cross-training circumstances.

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

The out-of-class rate of pay shall apply for that time actually worked in the higher class.

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

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

ARTICLE 25 - HEALTH AND SANITATION

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

ARTICLE 26 - SEPARABILITY

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

ARTICLE 27 - MILEAGE ALLOWANCE

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

ARTICLE 28 - DEPARTMENT RULES AND REGULATIONS

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

ARTICLE 29 - JOB DESCRIPTIONS AND RECLASSIFICATIONS

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

ARTICLE 30 - CONFLICT OF CONTRACT AND ORDINANCE

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

ARTICLE 31 - MANAGEMENT RIGHTS

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

- 31.1 The right to institute, from time to time, work rules applicable, to bargaining unit employees.
- 31.2 The right to determine work schedules, overtime and the methods and processes by which work is to be performed. Changes to work schedules will be preceded by reasonable notice.
- 31.3 The right to hire, promote, demote, transfer, assign, and/or retain employees in positions within the City.
- 31.4 The right to discipline employees for just cause.
- 31.5 The right to lay off employees for lack of work, lack of funds, reorganization or occurrence of conditions beyond the control of the City.
- 31.6 The right to take whatever actions the Employer deems necessary to carry out services in an emergency. The term "emergency" is inclusive of, but not limited to, life threatening situations, civil disorders, natural disasters, unforeseen occurrences or conditions, complications of circumstances, sudden or unexpected occasion for action.
- 31.7 The right to determine the methods and processes, means and personnel by which operations are to be carried out on an efficient basis. This includes the right to modify operations, personnel and equipment.

ARTICLE 32 - EMPLOYEE RIGHTS

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

ARTICLE 33 - NO SMOKING POLICY

The No Smoking Policy which was mutually agreed upon between the parties is hereby incorporated by reference as though it were set out specifically and completely in this Agreement. Said policies and procedures are a part of this Agreement.

ARTICLE 34 - 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 35 - SHARED LEAVE POLICY

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

DRAFT

ARTICLE 36 - TERMINATION AND RENEWAL

This Agreement shall be in full force and effect from January 1, 2013, except as otherwise indicated, until December 31, 2013, except for contract language changes which shall be effective from the effective date of signature forward.

CITY OF CAMAS -- CAMAS PUBLIC LIBRARY,
WASHINGTON

OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 11

Scott Higgins, Mayor

Michael Richards, Executive Secretary-Treasurer

Date: _____

Date: _____

Nina Regor, City Administrator

Maureen M Colvin, Union Representative

Date: _____

Date: _____

John Goaring, Steward

Date: _____

EXHIBIT "A"

Effective January 1, 2013

Positions	1	2	3	4	5	6	7
Administrative Support Asst	\$3,227.00	\$3,326.00	\$3,424.00	\$3,528.00	\$3,628.00	\$3,742.00	\$3,854.00
Library Assistant	\$2,943.00	\$3,032.00	\$3,122.00	\$3,215.00	\$3,312.00	\$3,411.00	\$3,512.00
Library Associate	\$3,839.00	\$3,955.00	\$4,071.00	\$4,194.00	\$4,322.00	\$4,446.00	\$4,584.00
Library Page	\$2,126.00	\$2,189.00	\$2,255.00	\$2,322.00	-	-	-
St Library Associate	\$4,071.00	\$4,194.00	\$4,322.00	\$4,450.00	\$4,584.00	\$4,723.00	\$4,863.00
Youth Services Librarian	\$4,322.00	\$4,450.00	\$4,583.00	\$4,723.00	\$4,863.00	\$5,009.00	\$5,159.00

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

Hourly Rate Formula: 12 x Monthly Salary

2080 Hours

DEFINITION OF JOB TERMS

- (1) Full-Time Employee - An employee working a full-time schedule of forty (40) hours per week.
- (2) Part-Time Employee - An employee working a part-time schedule of twenty (20) hours, but less than forty (40) hours per week. Part-time employees will receive health and welfare insurance, sick leave, vacations and holiday benefits on a pro-rata basis in accordance with the number of hours worked and applicable Local, State and Federal laws. The employee's portion of the insurance premium will be carried out by payroll deduction. Further, floating holidays will be credited on a pro-rated basis for the portion of the year worked.
- (3) Provisional Part-Time Employee - An employee working a part-time schedule of less than twenty (20) hours per week. Such employee is eligible to participate in non-insured benefit programs at a level proportionate to their monthly work schedule.
- (4) Temporary Employees - An employee working a full or part-time schedule not to exceed six (6) months. Temporary employees are not eligible to participate in the benefit programs nor shall they accrue seniority.
- (5) Probationary Employees: The probationary period for employees shall be six (6) months or longer subject to the following provisions. The Employer may extend a probationary employee's probationary period for up to an additional three (3) months. Any extensions beyond the three (3) month period will be subject to mutual agreement with the Union. In any event, the probationary period shall not exceed twelve (12) months. Probationary employees shall work subject to the provisions of this agreement but shall be only on a trial basis during which period they may be discharged without cause and without any recourse.
- (6) Nineteen (19) hour positions: After twelve (12) months of employment, an employee working nineteen (19) hours per week will increase to twenty (20) hours per week. This will allow them to receive Dental/Vision care (with the City paying full premiums) automatically. They can also opt into Medical Health Insurance paying a pro-rated premium based on hours per week worked.