

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CAMAS POLICE OFFICERS ASSOCIATION
AND THE
CITY OF CAMAS, WASHINGTON**

To clarify and add provisions related to overtime, the parties agree to revise certain subsections of Article 5 of the collective bargaining agreement as underlined below:

ARTICLE 5 OVERTIME

5.2 The overtime rate of pay is one and one-half (1.5) times the regular rate of pay as defined by the Fair Labor Standards Act. Double time (overtime) is defined as two (2) times the regular rate of pay.

5.3 Employees called back to work on a scheduled workday or to appear in court shall be compensated at a minimum of two (2) hours at the overtime rate of pay for each call back, in addition to overtime pay for actual time/hours worked.

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

Also, for purposes of this section “outside of an employee’s regular work hours”

means the employee’s scheduled days off, any paid leave which has been pre-approved and also means the time when an employee has left work on a regularly scheduled work day to the time the employee is due to return to work for the employee’s regularly scheduled shift. Uniformed employees who are compensated with double time pay for filling an overtime patrol shift or extra duty assignment (having been provided less than twenty-four (24) hours’ notice) are not also entitled to the “call back” premium.

5.11 Overtime opportunities for standard patrol overtime shall be offered to all eligible CPOA members based upon a seniority schedule, with those most

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

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

Supervisors have the responsibility to fill overtime shifts in the schedule. When it comes to the attention of the department that a patrol overtime shift or extra duty assignment exists it shall be filled as soon as possible by the following methods:

PATROL SCHEDULE VACANCY/EXTRA DUTY ASSIGNMENT THAT IS MORE THAN 30 DAYS OUT:

Supervisors will offer it to all members but are not required to fill the opening, should there be no volunteers, until it is 30 days out.

PATROL SCHEDULE VACANCY/EXTRA DUTY ASSIGNMENT THAT IS LESS THAN 30 DAYS OUT:

Although it should be filled as soon as possible, it shall be filled within 72 hours after it comes to the attention of the department for all instances of a vacancy that occurs in the next 30 days. If for some reason an overtime shift is not filled per the requirements of this clause, the double time rate of pay (emergency) clause would not apply.

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

Absent extraordinary conditions, no employee will be mandated to work more than two overtime shifts in a series of days off. If this situation occurred, the department would then move to the next most junior member who is able to be contacted. Examples of "extraordinary conditions" would be a natural disaster, flood, earthquake, fire or large instances of social unrest, such as riots or violent protests.

When multiple overtime opportunities are available, and are being filled at the same time, employees are limited to selecting one (1) date/time only until the complete seniority list or rotational list has been exhausted. The intent of this provision is to distribute the limited overtime opportunities as equitably as 7 practical, between all members of CPOA.

Provided, at certain times the employer, for valid reasons of "business necessity" or "emergency" may elect to not follow these processes. Any overtime opportunity that is brought to the attention of the department with less than 24 hours to fill said opening shall be deemed to be an "emergency." In addition, certain overtime opportunities are restricted based upon a "business necessity" which means only certain individuals have the qualifications and skills needed for a specific assignment or function. When employees are given emergency notice (less than 24 hours) to fill an overtime patrol shift or extra duty assignment, it shall be compensated at the double time rate.

This also would not apply to situations where patrol officers are held over, "shift extension", or when patrol officers are scheduled to begin their shift early. In those two instances, the standard overtime rate applies.

This provision will not apply to standard patrol overtime opportunities of three (3) hour blocks or less. Should the employer fail to follow the above outlined process and end up skipping past a member or members who were eligible to work an overtime opportunity, the department shall be responsible to award the same amount of overtime to those affected, to be split equally. In no event will the penalty under this clause be more time than the original overtime that was wrongfully awarded. Overtime awarded to members under this article will be rounded up to the nearest quarter hour. In the case mentioned above, the word "skipping" is defined as no attempt was made to contact the eligible member.

In Witness Whereof, this Memorandum of Understanding is executed this 11th day of November, 2022.

FOR THE UNION

FOR THE CITY OF CAMAS

Brian Salwasser

Brian Salwasser, President
Camas Police Officers Association

Steve Hogan
Mayor, City of Camas