

MEMORANDUM OF UNDERSTANDING

By and between

THE CITY OF WASHOUGAL

and

WASHOUGAL POLICE OFFICERS ASSOCIATION (WPOA)

SCHOOL RESOURCE OFFICER

This Memorandum of Understanding (MOU), made effective the date of signing, is entered into by and between the Washougal Police Officers Association (Association) and the City of Washougal (City), referred to herein as the Parties.

The Parties, signatories to the current effective Collective Bargaining Agreement (CBA), hereby agree as follows:

SCHOOL RESOURCE OFFICER ASSIGNMENT (SRO)

1. The City and the Association agree that the normal assigned work week for the SRO during the school calendar year shall be day shift, Monday through Friday, based on a 5/2 work schedule, not to exceed 8.75 hours per day, inclusive of a one-half (.5) hour paid lunch. The normal shift starting time for the SRO shall be 0715 hours (7:15am). The normal shift ending time shall be 1600 hours (4:00pm).

2. The SRO work schedule results in the SRO working .75 hour of overtime each scheduled school workday, in excess of the normal eight (8) hour shift limit of the 5/2 work schedule. This results in the accrual of 202.5 overtime hours (.75 hour X 180 school days X 1.5 OT) for the SRO over the course of the school calendar year. This calculation is based on the SRO working all scheduled days without using other paid leave (sick, vacation, bereavement, training, compensatory time, administrative leave, etc.). Should the SRO miss a scheduled day of work (school day) no overtime accrual would be credited for that day. The City and the Association agree that overtime accrued by the SRO as listed above (in Section 2) may not be submitted by the employee for cash payment. Exception: in the event of separation from employment, the accrued compensatory time would be paid out or "cashed out" on final paycheck.

3. The overtime hours as noted in Section 2 above should be compensated by twenty-five (25) compensatory days off, coinciding with the number of full-day holiday/student non-attendance days (numbering 25) in the school calendar year as published by the Washougal School District in its student 2021-2022 attendance calendar. Twenty-five (25) days off would result in the use of two hundred (200) compensatory hours (25 X 8 hrs.).

There are 25 full-day holiday/student non-attendance days in the school calendar year as published by the Washougal School District in its student 2021-2022 attendance calendar.

To account for WPOA Bargaining Agreement Article 17.4 (Holiday Buy-Back):

There are typically nine (9) holidays which fall within the school year. Six (6) of those holidays consistently fall within the work week, while three (3) of those holidays are set dates which have a 5-in-7 chance of falling within the work week. On average, eight (8) holidays will fall within the work week during the school year. On those eight (8) holidays, the SRO will have the option to work patrol for an eight (8) hour shift or observe the holiday per the bargaining agreement (Article 17.4). As a result, those 8 days will be subtracted from the twenty-five (25) non-attendance days, leaving a balance of seventeen (17) non-attendance days.

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School days involving late start or early dismissal times will be worked as a normal full shift by SRO, who shall report to the patrol sergeant for assignment of duties if not needed by the Washougal School District.

4. The accumulation of compensatory time pursuant to this MOU is agreed to as an exception to Article 15.2 of the collective bargaining agreement which limits the accumulation of compensatory time to a maximum of sixty (60) hours. The City and the Association agree that it will be necessary to establish a separate tracking in the payroll system for compensatory hours earned by the SRO under this agreement, and the SRO will be able to maintain a secondary compensatory time account. The secondary compensatory time account, including the accrual and use thereof, will be guided by Article 5.7 of the CBA. The Association agree that all compensatory time accrued pursuant to this agreement, and Article 2 above, shall be used prior to the beginning of the next school year. The SRO shall not be allowed to carry-over compensatory hours earned in one school year to the next school year. This can be accomplished by the SRO using the remainder of the compensatory hours earned during the summer months.

5. For purposes of calculating paid and compensatory time-off, the SRO work shift will be based on an eight (8) hour day. (e.g., vacation, sick, compensatory time, bereavement leave). Hours worked beyond the normal SRO work schedule will be compensated as standard overtime, guided by Article 15 of the collective bargaining agreement. Extra-duty assignments shall be handled pursuant to the existing extra-duty policy.

6. Compensatory time accrued pursuant to this MOU will be applied to the 17 student non-attendance days for each school calendar year, or the number of scheduled school holidays / non-attendance days, should that number change. The 2021-2022 Washougal School District calendar indicated twenty-five (25) school holidays / non-attendance days.

7. Vacation and compensatory time off outside of the twenty-five (25) scheduled holidays / non-attendance days during the school calendar year will be subject to the pre-approval of the sergeant assigned as the supervisor for the SRO. The SRO may schedule vacation time off at any time, including during the school year. However, the City and the Association agree that the desired intent is to have the SRO available on school days. To that extent, the SRO is strongly encouraged to take vacation after the end of the school year and before the beginning of the next school year (Summer non-attendance period).

8. Officers assigned as SRO shall be allowed to bid for and obtain vacation during the summer months when school is not in session without having to compete against any other officers. The SRO will bid said vacation during the normal vacation bid process, conducted once each year for all Association members. Vacation requests submitted by the SRO after the vacation bid process is closed are handled the same as other patrol officers, on a "first come, first served" basis.

9. During the summer break when school is not in session, the SRO will be reassigned to the Patrol Division (day-shift hours), side A or B, or other assignment as mutually agreed upon. Day shift hours are

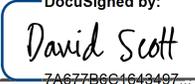
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established as either the 6:00am (0600) shift, 8:00am (0800) or the 10:00am (1000) shift. The City agrees to establish one as the primary shift for the SRO and will make every attempt to reduce the movement between shifts (other than for minimum coverage) throughout the summer months to the degree possible. The WPOA recognizes the needs of the City to cover vacant shifts caused by other member's absences.

10. This Memorandum of Understanding shall be considered an addendum to the current CBA and is entered into pursuant to Chapter 41.56 RCW. Any dispute between the City and the Association or an employee concerning the interpretation, application, or alleged violation of any term of this Memorandum of Understanding shall be subject to the Grievance Procedure set forth in Articles 9 of the parties' CBA.

11. Each year, at the conclusion of the school year, the SRO assignment will be reviewed by the Chief of Police. The Chief of Police will consult with the person assigned as the SRO the previous school year to find out if that individual wishes to remain in the assignment another school year. Each year, selection of the SRO is ultimately based on the discretion of the Chief of Police.

12. The City and the Association recognize that certain extra-curricular events during the school year require the attendance of the SRO, such as football games, basketball games, dances, etc. These events usually take place on times outside of the normal daily work schedule, which is defined above in Section 1. Both parties agree that the SRO daily work schedule may be adjusted for up to 10 workdays each school year to account for said events.

DocuSigned by:

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David Scott, City Manager

September 22, 2021

Date



Tyson Ferguson, Association President

9/8/21

Date