COLLECTIVE BARGAINING AGREEMENT
BETWEEN
CITY OF BATTLE GROUND
AND
NON-COMMISSIONED PERSONNEL BARGAINING UNIT
BATTLE GROUND POLICE OFFICERS ASSOCIATION

January 1, 2025 through December 31, 2027

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ARTICLE 1: SCOPE AND PURPOSE

Section 1: The purpose of this agreement is to provide and promote harmonious relations between the City of Battle Ground, hereinafter referred to as the City, or as the Employer, and the members of the Battle Ground Police Officers Association - Non-Commissioned Personnel Bargaining Unit, hereinafter referred to as the Association, or the Employees, and the establishment of an equitable and peaceful procedure for the resolution of their differences in furtherance of the public interest.

Section 2: This agreement shall not be modified, altered, changed or amended in any respect except on mutual written agreement signed by the City and the Association.

Section 3: In the event any of the terms or provisions of this agreement are or become invalid or unenforceable by reason of any Federal or State law, or by decision of any court of last resort, such as invalidity or unenforceability shall not affect or impair the remainder of the terms and provisions of this agreement.

ARTICLE 2: TERMS OF AGREEMENT

Section 1: This agreement shall be in full force and effect from January 1, 2025, up to and including December 31, 2027 and shall continue in effect during the period of negotiations until a successor agreement is reached. All economic provisions of this agreement shall be effective as specifically provided herein.

Section 2: If agreed upon mutually by the City and the Association, negotiations for any portion of this agreement can be re-opened for possible modifications during the time this agreement is in force.

ARTICLE 3: RECOGNITION

Section 1: The City of Battle Ground recognizes the Battle Ground Police Officers Association - Non-Commissioned Personnel Bargaining Unit as the sole and exclusive bargaining agent for the purpose of establishing salaries, hours, and other working conditions of employment for all regular non-commissioned staff covered by this agreement. Such collective bargaining shall be as mandated by RCW 41.56.

Section 2: *Dues Deduction.* The employer agrees to deduct from the paycheck of each employee who has so authorized it, the regular monthly dues or costs uniformly required by the Association. The amounts deducted shall be transmitted monthly to the Association on behalf of the employee involved. Authorization to deduct dues shall be made by the employee in accordance with RCW 41.56.110. The Association shall indemnify, defend, and hold the Employer harmless against any claims, orders, and judgments brought or issued against the Employer on account of any dues or fee deductions for the Association. An employee may revoke his or her authorization for payroll deduction of payments to the Association by written notice to the Association. Every effort will be made to end the deduction effective on the first payroll, but no later than the second payroll, after the

Employer's receipt of confirmation from the Association that the employee has revoked authorization for deductions.

Section 3. *Orientation Meeting.* The Employer shall allow a designated Association representative 30 minutes of a newly hired employee's paid working time for purposes of presenting information about the Association and bargaining representation.

Section 4: *Agreement Supersedes Policies.* Subject to the City's obligations to bargain about wages, hours, and working conditions of employment, the City shall have the right to establish, maintain and enforce policies to ensure orderly operations, it being understood and agreed that such policies shall not be inconsistent or in conflict with the provisions of this Agreement, and if in conflict, this Agreement shall supersede.
The City agrees that a continuing duty to bargain exists as to mandatory subjects of bargaining as may be required by RCW 41.56.

ARTICLE 4: PERFORMANCE OF WORK

Section 1: *Public Interest.* The City and the Association agree that the public interest requires the efficient and uninterrupted performance of service. To this end, the Association and the City pledge their best efforts to avoid or eliminate any conduct contrary to this objective.

Section 2: *Violation.* Violation of this Article shall be just cause for immediate termination.

ARTICLE 5: ASSOCIATION ACTIVITY

Section 1: *Bulletin Board.* The City shall provide space for a bulletin board for posting by the Association of notices related to Association meetings, business, Association elections and results of elections. The Association shall not post any material which is obscene, defamatory, discriminatory, or contrary to RCW 42.17A.555 as interpreted. All postings shall be approved by the Association, and signed and dated by an Association representative. If necessary, due to multiple work sites of Association members, the City shall allow an Association bulletin board at each Association work site.

Section 2: *Indemnification.* The Association agrees to indemnify and hold the City harmless against any and all claims, orders, and judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of Section 1 of this article.

Section 3: *Meetings.* Meetings may be arranged between the Association and the City Manager, or their designees, at mutually agreed upon times. As agreed upon by both parties, official Association member(s) shall be permitted to attend such meetings without loss of pay if the meetings are scheduled during normal working hours of the Association representative. Meetings shall be arranged in advance, and an agenda to be discussed shall be presented at the time the agreement to meet is made.

Section 4: *Bargaining and Grievance Administration.* The Association's negotiation team, as agreed upon by both parties, shall be permitted to attend negotiation meetings with the City during on duty time, if necessary, relative to securing an agreement renewal. The dates, times and places for these negotiation sessions shall be established by mutual agreement between the parties. As agreed upon by both parties, necessary association members shall be permitted to administer grievances with the City, without loss of pay.

Section 5. Members of the bargaining unit selected to serve as authorized Association representatives shall be identified in writing to the City as soon as practicable.

ARTICLE 6: MANAGEMENT RIGHTS

Section 1: Subject to provisions of this Agreement, the Association recognizes the right of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, powers, judgment, discretion and authority, and in accordance with applicable laws. The powers of authority, which the Employer has not specifically abridged, delegated or modified, by this Agreement, are retained by the Employer.

The City agrees that a continuing duty to bargain exists as to mandatory subjects of bargaining as may be required by RCW 41.56.

Section 2: The direction of its working force and operations are vested exclusively with the City. The following rights are examples of such rights. This list is not exclusive:

A. Operate and manage all staff, facilities and equipment.

B. Establish the mission, strategic direction, service levels and resource requirements for all operations and services.

C. Develop, interpret, amend and enforce written policies, procedures, rules or regulations governing the workplace, including those described in the applicable Policy and Procedures Manual, provided that such policies, procedures, rule and regulations do not conflict with the provisions of this Agreement.

D. Determine the methods, means, number and qualifications of personnel needed to carry out a department's operations or services.

E. Determine the utilization of technology.

F. Schedule overtime work as required in the most advantageous manner.

G. Retain the authority to assign incidental duties connected with positions acknowledging that not every incidental task and/or duty may be described in job descriptions/classifications.

H. Contract out for goods and services.

I. Hire, promote, transfer, assign, retain, recall, retire and layoff employees within various departments of the City.

J. Perform work through the utilization of non-bargaining unit personnel, including salaried employees and volunteers.

K. Promulgate rules and regulations.

L. Suspend, demote or discharge employees for just cause, maintain the efficiency of the operation entrusted by the Employer.

M. Determine and manage the manner in which such operations are to be conducted.

N. To advance to the fullest extent possible the economy of operations of the City and to protect the primary interest of the citizens of the City.

O. Determine the need for additional educational courses, training programs, on-the-job training, or class training; assign Employees to such duties for periods to be determined by the Employer.

P. Determine the number of personnel assigned on duty at any time.

Section 3: The Employer's failure to exercise any right or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right or function, or preclude it from exercising the same in some other way not in conflict with the express provisions of the Agreement.

Section 4: Employees will be attentive to their duties and will not conduct their personal business while on payroll time and will fulfill their assigned jobs based on their job description and department standards.

ARTICLE 7: RULES AND REGULATIONS

Section 1: The Association agrees that its members shall comply in full with department rules and regulations, and City of Battle Ground Administrative Policies and Procedures. The City and the Association further agree that in cases of difference, this collective bargaining agreement shall supersede the particular policy or procedures which are inconsistent with the terms of this agreement.

ARTICLE 8: SENIORITY

Section 1: Seniority is the length of continuous employment of an employee covered by this bargaining agreement. Seniority based on position, will be observed in cases of lay-offs.

Section 2: Seniority shall be broken only by resignation, discharge, retirement, lay-off of more than six (6) months, or failure to return in accordance with terms of a leave of absence or when recalled from lay-off.

ARTICLE 9: LAYOFF AND RECALL

Section 1: In case of personnel reductions, the last employee laid off shall be given the first opportunity to be recalled from the position which they were laid off provided, however, that such employee has the qualifications and abilities for the position for which he/she is to be recalled. Any notice of recall to an employee who has been laid off shall be made by certified mail.

Section 2: Employees who are eligible for recall shall be given fourteen (14) calendar days notice of recall and notice of recall shall be sent to the employee by certified mail, provided that the employee must notify the Department Head or designee of his/her intention to return within fourteen (14) days after receiving notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide Human Resources with his/her latest mailing address.

Section 3: Any employee laid off shall be placed on the recall list for a period of twelve (12) months.

Section 4: An employee will be removed from the recall list for the following reasons:

- Acceptance of any position with the City of Battle Ground.
- Refusal to accept an offer of recall.
- Failure to respond to an offer of recall within fourteen (14) days following the date of offer is mailed.
- Failure of such employee to report for recall duty within fifteen (15) days after accepting an offer of recall.
- The employee requests in writing to be removed from the recall list.

ARTICLE 10: WORK SCHEDULES

Section 1: The work week for full-time employees shall consist of one (1) or more of the following work schedules:

A. Five (5) consecutive days of work, each consisting of nine (9) consecutive hours of work, with one (1) hour unpaid meal period and two (2) fifteen (15) minute paid breaks. The five (5) days of work shall be followed by two (2) consecutive days off.

B. Five (5) consecutive days of work, each consisting of eight and a half (8.5) hours of work with one (1) thirty (30) minute unpaid meal period and two

(2) fifteen (15) minute paid breaks. The five (5) days of work shall be followed by two (2) consecutive days off.

C. Meal Periods and Rest Breaks. The parties agree that the meal and break periods supersede the meal and break period requirements of WAC 296-126-092. Employees who are not allowed to take a rest break should notify their supervisor. Rest breaks may be taken intermittently.

D. Alternative Schedules. Employees or the Chief or designee may propose alternative work schedules within the limits of a maximum forty (40) hour per week schedule and such schedules may be established by mutual agreement of the Association, Employee, and the Chief or designee within the hours of 0600-1800. No work schedule is permitted which would result in the payment of overtime for hours worked during the regular work shift.

i. Union members may submit a written request to their supervisor to work an alternative work schedule. 9/80 schedules shall be consistent with the City Business Hours – Established Work Week Policy.

ii. Requests to work an alternative schedule will be considered on a case-by-case basis and will be granted in the City's sole discretion. The City reserves the right to deny, revoke, revise, or discontinue an alternative schedule at any time when the schedule no longer meets the City's needs with at least thirty (30) days prior notice to the employee.

iii. Once an employee is approved to work an alternative schedule, the employee cannot return to the employee's prior shift schedule without the employee's supervisor's permission.

iv. Holidays

a. All holidays, including floating holidays, will continue to be paid at eight (8) hours, for all alternative work schedules.

b. If a City recognized holiday occurs on the employee's day off, the employee will take an eight-hour holiday on another day during the same week that is mutually agreeable to the employee and the employee's supervisor.

c. If a holiday occurs or is taken on an employee's scheduled day greater than 8 hours, the employee must use accrued paid leave to make up the difference.

d. An employee on vacation or sick leave when a holiday occurs will not be charged eight (8) hours of sick leave or vacation for that day but must use accrued paid leave to make up the difference.

e. When an employee uses paid leave, the employee will use the amount of paid leave hours they were otherwise scheduled to work.

E. Flex time. Upon mutual agreement between the Employee and the Chief or designee, Employees may be allowed occasionally to workdays of different lengths in response to an employee request or the City's business need; such requested schedule change shall be within the employee's established FLSA work week and not incur overtime if requested by the employee. If flexing is requested by the City, overtime may not be incurred upon mutual agreement for the Employee to take time off in the work week.

Section 2: The work schedule for part-time employees shall be at the discretion of the Department Head or designee.

Section 3: The City recognizes the need to provide members with regular work schedules so as to provide the least amount of disruption to their personal lives. It is however necessary that on occasion a member's shift schedule may need to be adjusted to provide adequate staffing levels and training. In the instances where the member is not provided the minimum notification time outlined below, the member shall be entitled to premium compensation at the rate of one and one half (1½) their normal rate of pay for those hours worked outside their regular work schedule, up to a maximum of four (4) hours. Shift adjustments will be defined as modifying a member's start time on a regularly scheduled work day.

A. Members working five (5), eight (8) hour schedules will be given a minimum of forty-eight (48) hours notice of changes to their work schedule without incurring additional or premium compensation.

A member's starting and ending time for their regularly scheduled shift may be adjusted up to a maximum of two (2) hours regardless of their shift configuration without additional or premium compensation, provided the member receives at least twenty-four (24) hours notice of the adjustment.

ARTICLE 11: WAGE SCHEDULE

Section 1: The monthly salary ranges and steps for the purposes of this agreement shall be as set forth in the attached Schedule "A" and by reference herein made a part of this Agreement.

A. Effective January 1, 2025, or ratification, whichever is later, the salary schedule shall reflect a three- and one-half percent (3.5%) general wage increase over the 2024 rate.

B. Effective January 1, 2026, the salary schedule shall reflect a three percent (3.0%) general wage increase over the 2025 rate.

C. Effective January 1, 2027, the salary schedule shall reflect a three percent (3.0%) general wage increase over the 2026 rate.

A market adjustment effective January 1, 2025, or ratification, whichever is later, of the Police Support Specialist classification of one percent (1%).

Section 2: Employees shall remain eligible for tuition reimbursement as outlined in Article 30 of this Agreement subject to approval and availability of funds.

Section 3. LONGEVITY PAY
Eligible employees shall receive a longevity premium for their length of service with the City as follows:

Years of service	Percentage
10 – 15 years	1%
15 years	2%
20 years +	3%

Longevity pay as set forth in this section is not cumulative.

ARTICLE 12: OVERTIME

Section 1: No employee shall work beyond their regular scheduled work shift without prior approval of the Department Head or designee, except in an emergency as defined in Section 2 of this Article.

Section 2: An emergency shall mean a work situation where a member of the police department is required to work due to an immediate life and/or safety threat to the public or to another employee.

Section 3: Overtime shall be defined as any time worked in excess of forty (40) hours in a work week, rounded to the nearest quarter hour. Overtime will accrue at the rate of 1.5 times the hours worked in excess of 40 hours per week. For purposes of calculating overtime, holidays and vacation leave are considered hours worked, but sick leave is not considered hours worked. Overtime must be pre-approved by the department head.

ARTICLE 13: COMPENSATORY TIME [COMP TIME]

Section 1: Compensatory time may be accrued in lieu of overtime pay at the discretion of the Department Head or designee, upon written request of the employee. For all events that result in overtime worked, the accrual of compensatory time shall be at the discretion of the employee. Such compensatory time shall be accrued at the rate of one and one-half (1 ½) times the actual hours of overtime worked in excess of forty (40) hours per week.

Section 2: Compensatory time may be accumulated to a maximum of eighty (80) hours of unused compensatory time, after which additional overtime shall be paid to the employee.

Section 3: If compensation is paid to an employee for accrued compensatory time off, such compensation shall be paid at the regular rate earned by the employee at the time the employee receives such payment. An employee who has accrued compensatory time off authorized to be provided, upon termination of employment, shall be paid for the unused compensatory time at a rate of compensation not less than the final regular rate received by such employee.

Section 4: The use of compensatory time will be documented on the employee's timesheet, and scheduled with mutual agreement between the employee and the supervisor.

ARTICLE 14: CALL BACK TIME

Section 1: A minimum call back time for overtime compensation shall be three (3) hours for full-time employees. In the event the full-time employee is on scheduled vacation time, call back shall be considered overtime and not regular work time.

Section 2: A full-time employee shall be compensated with call back time when an employee is called in to work any time the employee is not regularly scheduled to work. Call back time shall not apply when an employee's schedule is adjusted in a manner consistent with Article 10 of this Agreement.

Section 3: Part-time employees: Absent 48 hours advanced notice, a part-time employee shall receive a minimum 1.5 hours of straight call back pay in the event of a call back or schedule change.

Section 4: Employees called back to work shall only perform the duties that occasioned the call back.

ARTICLE 15: TEMPORARY EMPLOYEES

Section 1: Temporary employees shall be employed in accordance with City's Temporary and Non-Benefit Employment policy. Use of temporary employees will be minimized.

ARTICLE 16: PAY PERIOD

Section 1: Employees are to be paid twice a month. Those dates shall be the 10th and 25th of each month. New employees working less than a full pay period will be paid for actual day or hours worked at a rate per hour determined by dividing their annual salary by two thousand eighty (2080) hours. For the purpose of overtime, the employee's hourly rate shall be determined by dividing the employee's annual base rate by two thousand eighty (2080) hours.

ARTICLE 17: ANNUAL LEAVE

Section 1: Annual leave allowance shall accrue according to the table below. Any such leave accrued which is unused in any year shall be cumulative for succeeding years for all employees up to a maximum of three hundred sixty (360) hours.

Section 2: The accrual rate for full-time employees will be as follows:

Upon completion of	**Annual Hours**	**Hours per Month**
Less than 2 years	96	8
2 full years	104	8.67
4 full years	112	9.34
5 full years	120	10.00
10 full years	136	11.34
15 full years	160	13.33
20 full years	176	14.67

Section 3: While annual leave may be carried over from one (1) year to the next, any accumulated leave in excess of the amount of three hundred sixty (360) hours will be forfeited by the employee. If the annual leave scheduled by the employee is canceled by the City, then the City shall pay the employee for the annual leave canceled at the rate of time and one-half (1 ½) for each hour of annual leave canceled. Upon termination of employment, employees with more than one (1) year of service shall be paid for all unused accumulated annual leave earned. Annual leave shall be scheduled by seniority when necessary. No annual leave accrual will be allowed above the three hundred sixty (360) hour maximum accumulation.

Section 4: All requests for annual leave must be approved by the Department Head or designee prior to the commencement of the requested annual leave. No employee shall be paid for unearned annual leave.

Section 5: Part-time annual leave accrual. Part-time employees shall accrue annual leave in accordance with City policy.

ARTICLE 18: SICK LEAVE

Section 1: Sick leave with pay shall accrue at the rate of eight (8) hours of leave for each month of continuous full-time service. Any such leave accrued which is unused in any year shall be cumulative for succeeding years for all employees.

Section 2. Any Employee eligible for sick leave with pay shall be granted such leave for the following reasons:

A. An employee's own or family member's mental or physical illness, injury, or health condition, medical diagnosis, care or treatment of the same, or preventive medical care. Family member is defined by RCW 41.46.210.

B. Closure of the employee's place of business or child's school/place of care by order of a public official for health-related reasons or an emergency declared by the State or local government.

C. If the employee or the employee's family member is a victim of domestic violence, sexual assault, or stalking.

Section 3. The City may require documentation regarding the use of leave, provided that:

A. Documentation may only be required when an employee uses more than three consecutive work days of sick leave.

B. An employee will have up to 10 calendar days to provide the required documentation.

C. If requested, documentation need not disclose the nature of the medical condition causing the need for leave.

D. If a requirement to provide documentation will result in unreasonable burden or expense to the employee, an employee may advise the City of this concern and the City will evaluate its request in light of the circumstances.

Section 4. Where the need for sick leave is foreseeable, an employee seeking to use accrued sick leave should provide reasonable advance notice of at least 10 days in advance of the planned absence from work to care for themselves or a family member; for unforeseeable leave, employees must contact their supervisor as soon as the need for leave becomes known. If the employee is unable to provide notice because the need for leave is unforeseen, a person, on the employee's behalf, may provide such notice. If possible, notification should include the expected duration of the absence.

Section 5. Sick leave hours used shall be recorded on timesheets and may be used and tracked in quarter hour increments.

Section 6: In the event of an employee's PERS retirement from service with the City, or reduction in force, he or she shall be paid for unused sick leave on the basis of one-third (1/3) accumulated sick leave up to a maximum of three hundred twenty (320) hours of the Employee's accumulated sick leave. Sick leave shall be capped to a maximum of nine hundred sixty (960) hours.

Section 7. *Shared Leave Donations.* The purpose of shared leave is to permit City employees, at no additional cost to the City, to aid another City employee who is suffering from or who has an immediate family member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or to terminate his or her employment.

"Extraordinary or severe illness" is defined as extreme and/or life threatening. Examples of conditions not considered "extraordinary or severe" include normal pregnancy/delivery, sprained ankle, chicken pox, cold, flu, or elective cosmetic surgery.

Section 8. *Process for Shared Leave Donations.* Shared leave may be requested by a non-probationary regular-status employee needing shared leave or by any individual aware of an employee's need for shared leave by notifying their department head in writing. If the request is submitted by someone other than the employee, the request will not be processed further without the employee's consent. The request for shared leave will be considered if all of the following conditions apply:

A. The employee who is in a no pay status who suffers, or has an immediate family member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which is likely to cause the employee to take leave without pay or to terminate his/her employment with the City.

B. The employee has depleted or will deplete his/her total accrued vacation, sick leave, compensatory time, or other accrued paid leaves.

C. Failure to provide proper leave notification to the employer in a timely manner and/or receipt of any corrective/disciplinary action for absenteeism or attendance-related problems may be cause for denial of the request.

D. The employee has been found to be ineligible for Labor and Industries worker's compensation benefits, WA Paid Family Medical Leave or other disability leaves.

E. The employee has provided medical certification from a licensed physician or health care provider verifying the severe or extraordinary nature and expected duration of the condition.

F. The department head, in consultation with Human Resources, will determine the amount of shared leave which an employee may receive. An employee may receive no more than a total of 160 hours of shared leave in any 12-month period. The 12-

month period is defined as a 'rolling' 12-months measured backward from the date an employee uses shared leave.

G. The donating employee may donate any amount of sick leave provided the donation does not cause the employee's sick leave balance to fall below 80 hours.

H. Leave may be transferred from employee(s) in one department to an employee of the same department or to an employee of another department.

I. Any leave transferred which remains unused will be returned to the employee or employees who donated the leave.

ARTICLE 19: STATUTORY LEAVES

The City will provide employees with leave as required by state and federal law, including:

a. Family Medical Leave Act (FMLA)
b. Washington Paid Family Medical Leave (PFML)
c. Washington Family Care Act
d. Washington Pregnancy Disability Leave
e. Domestic Violence Leave
f. Federal and State Military Leave

Leave eligibility, benefits, and requirements will be determined by applicable laws and administered according to City policy. The City will pay the employer's share of PFML premiums and employees will pay the employee's share through payroll deduction.

ARTICLE 20: BEREAVEMENT LEAVE

Section 1: Bereavement leave shall be provided for a death or critical illness, where death appears to be imminent, of a member of the employee's immediate family, a member of the employee's immediate family is defined as any relative by blood, marriage, or adoption, who is a member of the employee's household, under the same roof, and any parent, substitute parent, parent-in-law, grand-parent, grandparent-in-law, spouse, child, brother, sister, brother-in-law, sister-in-law, of the employee regardless of residence. Bereavement leave shall not exceed four (4) consecutive working days.

Upon approval of the Department Head or designee, bereavement leave in excess of four (4) days may be charged to sick leave. Bereavement leave in excess of four (4) days and not charged to sick leave shall be charged to vacation time. Bereavement leave in excess of four (4) days not charged to sick leave or vacation time shall be charged to compensatory time. Bereavement leave in excess of four (4) days not charged to sick leave, vacation time, or compensatory time shall be leave without pay.

ARTICLE 21: JURY DUTY

Section 1: It is the civic obligation of each employee to serve on a jury if he or she is called. While on jury duty during an employee's regularly scheduled shift, or while appearing as a legally required witness, for occurrences within the employee's scope and duties of employment, an employee shall receive full pay from the City. Compensation shall be for actual time spent on duty and the employee shall report back to the Department Head of designee immediately for completion of shift time.

Section 2: All funds received by the employee, pursuant to this Article from either being a witness or a juror shall be immediately submitted to the City. Mileage payments paid by the court for use of a personal vehicle are exempt from the refund requirement.

ARTICLE 22: LIMITED DUTY

Section 1: Employees suffering from an illness or injury may perform limited duty, at the City's discretion (with appropriate doctor's release), so long as such work is available and the employee is qualified to perform such work. The employee must have prognosis of full recovery within three (3) months and the limited duty may be performed in any department within the City where the work is available.

ARTICLE 23: LEAVE OF ABSENCE WITHOUT PAY

Section 1: After exhausting all applicable leaves and upon written request of the employee, the city manager or designee may grant an employee a leave of absence without pay not to exceed six (6) months. No vacation or sick leave benefits or any other fringe benefits shall accrue while an employee is on leave without pay; moreover, the employee's anniversary date will be adjusted by the length of the leave granted. Upon expiration of a regularly approved leave without pay, the employee shall be reinstated in the position held at the time the leave was granted or other equivalent position, provided an open position exists.

Section 2: Any employee on approved leave of absence may continue his or her medical or insurance coverage by paying the full cost to the City in advance for each month or portion thereof which he or she is absent.

ARTICLE 24: HOLIDAYS

Section 1: Legal holidays to be observed by the City government are as follows:

1.	First day of January	New Year's Day
2.	Third Monday of January	Martin Luther King Jr.'s Birthday
3.	Third Monday of February	President's Day
4.	Last Monday of May	Memorial Day
5.	Nineteenth of June	Juneteenth
6.	Fourth day of July	Independence Day

7.	First Monday of September	Labor Day
8.	Eleventh of November	Veteran's Day
9.	Fourth Thursday of November	Thanksgiving Day
10.	Fourth Friday of November	Day after Thanksgiving
11.	Twenty-fourth day of December	Christmas Eve
12.	Twenty-fifth day of December	Christmas Day

Section 2: Part-time employees are eligible for holiday pay based on the scheduled work week. Part-time employees may not work extra hours in a holiday work week, which would result in hours in excess of the normal work schedule.

Section 3: Floating Holidays. Employees shall receive floating holidays as follows:

Upon completion of probation through five years of service – one eight (8) hour floating holiday per calendar year.

Upon completion of five years of service, employees shall receive one additional eight (8) hour floating holiday per calendar year, not to exceed two in a calendar year.

Floating holidays may not be carried forward from one calendar year to the next. Unused floating holidays are not compensable upon leaving City employment.

ARTICLE 25: INSURANCE BENEFITS

Section 1: The City shall make available and pay the cost of providing healthcare, dental and eye care benefits for the employees and dependents of employees covered by this Agreement as follows:

Employees will have a choice of medical plans between AWC/Regence or the Kaiser plans identified below. For both plans, the City shall continue to provide Delta Dental Plan F or Willamette Dental Group Plan 2 and Vision Service Plan for the employee and dependents.

Kaiser 250 Deductible Plan
City pays 95% and the Employee pays 5% of the plan premium for employee
City pays 85% and the Employee pays 15% of the premiums for dependents

AWC/Regence HealthFirst 250 Plan
City pays 95% and the Employee pays 5% of the plan premium for employee
City pays 85% and the Employee pays 15% of the premiums for dependents

Kaiser High Deductible Health Plan with Health Savings Account (HSA)
City pays 100% of the plan premium for employee and dependents

The City will contribute into the HSA eighty percent (80%) of the savings for the difference between the Kaiser 250 Plan premium vs. the Kaiser HDHP premium in which the city pays.

AWC/Regence High Deductible Health Plan with Health Savings Account (HSA)
City pays 100% of the plan premium for employee and dependents

The City will contribute into the HSA eighty percent (80%) of the savings for the difference between the HealthFirst 250 Plan premium vs. the Regence HDHP premium in which the city pays.

If a health plan offered by the City is going to be eliminated or will trigger the Affordable Care Act excise tax, the parties will meet and bargain new plans. If no agreement is reached in time to ensure employees' continuous insurance coverage, the City will move employees to the next available plan that does not trigger the excise tax, until the parties can bargain alternate plan options.

Section 2: During the term of this Agreement, the parties shall attempt to find cost containment alternatives to the City's current health care plan. If the City finds and is able to offer a health care plan to the Association with equal to or better benefits as compared to the plans identified in this Agreement or the parties mutually agree to pursue a plan of alternate coverage, Article 25 shall be reopened for the purpose of bargaining about cost containment.

Section 3: The City shall provide at no cost to the employee, twenty-thousand dollars $20,000.00 of life insurance for each full-time employee, with double indemnity benefits for accidental death.

A. Employees may elect, at their own costs, to purchase additional life insurance coverage for themselves, their spouse, or dependents. The costs of such additional coverage shall be paid by the employee through a payroll deduction.

Section 4: The City shall provide at no cost to the employee, long term disability coverage for the full-time employee. Such insurance shall be at a 66 2/3 benefit with a one hundred eighty (180) day elimination period.

A. Employees may elect, at their own costs, to purchase additional long term disability coverage. The costs of such additional coverage shall be paid for by the employee through a payroll deduction.

Section 5: *Medical Coverage Opt-Out.* Employees who elect not to participate in the City's medical coverage shall, in lieu of such coverage, receive payment as follows:

A. They shall receive a maximum payment of $350 per month.

B. Such payment shall be effective the first month following transition to the plan(s) identified in this Agreement. The City, at its sole discretion, may limit participation in the opt-out program in order to maintain the insurance carrier's required minimum participation in the groups plan for providing such coverage.

C. Employees who have a spouse or domestic partner employed with the City of Battle Ground and are covered under their spouses or domestic partner's City provided health insurance are exempt from the opt out option.

D. Employees who are on an unpaid leave of absence will not receive the opt-out payment while they are in a no pay status with the City.

Section 6: *Flexible Spending Account.* The City shall provide the opportunity for Employees to establish and fund a flexible spending account for eligible healthcare and dependent care expenses. Participation, limitations and use of these accounts shall be governed by the applicable sections of the IRS code for the flexible spending accounts and the plan documents. Flexible Spending Accounts will terminate if they will "count" towards the Affordable Care Act excise tax under federal law.

Section 7: *Benefits Committee.* The City and Association agree that an effective overall approach to containment of medical costs depends upon a mutual understanding of the costs of providing medical insurance, trends in the insurance industry and the result of increasing rates over the term of this Agreement. To provide a neutral forum to review this information, the City and Association agree to creation of a Health Care Benefits Committee. The Committee will be comprised of two members from each bargaining unit within the City, two members of the management team, and four Employees at large. The Committee will meet at least once annually to review changes in insurance premiums, and more frequently as necessary to review and recommend cost containment strategies. The recommendations of the committee shall not be binding on the City or Association, but will be a source of information to be used pursuant to the cost containment provisions of this Article.

ARTICLE 26: UNIFORMS AND EQUIPMENT

Section 1: Employees covered by this agreement that are required, at the sole discretion of the City, to wear a uniform as a part of their job duties shall have such uniform provided by the City. The City agrees to provide work clothing for eligible employees as listed in Schedule "B".

Section 2: The replacement and repair of uniforms and/or equipment, in whole or in part, shall occur as needed. Employees shall certify to the Department Head or designee that such replacement is necessary and the Department Head or designee shall approve a purchase order for the required item, and the replaced item shall be turned in to the Department Head or designee.

Section 3: At the time of hire, all employees covered by this agreement will be issued the equipment and uniforms necessary to perform their duties, and as outlined in Schedule "B". Upon leaving employment with the City, all employees shall return all clothing with city logos and equipment provided to them under this Agreement.

Section 4: All equipment and uniforms provided pursuant to Section 3 above will be signed for by the employee and will be the responsibility of the employee.

Section 5: Cleaning, minor upkeep, and repairs of the uniform will be the responsibility of the employee. Loss of or damage to equipment and uniforms through the employee's neglect or negligence shall be the responsibility of the employee. Each employee may take uniforms to that cleaners and the City will pay for these services up to $180.00 per calendar year per employee. After an employee has reached the $180.00 amount, any subsequent cleaning costs will be the responsibility of the employee.

ARTICLE 27: MISCELLANEOUS

Section 1: *Discrimination.* The City and the Association agree that the administration of this Agreement shall be consistent with Applicable State and Federal laws regarding non-discrimination in employment. It is mutually agreed there shall be no discrimination because of race, color, religion, age, marital status, gender, associational activity, national origin, or disability or any other protected class as defined by law.

Section 2: *Substance Abuse.* The City and the Association recognize that substance abuse by an employee would be a threat to the efficient operation of the City and to the public welfare and safety of department personnel. Both parties are committed to a drug-free work environment which insures the safe and effective work performance.

Section 3: *Tobacco Use.* Employees shall not use tobacco products in any City facility or vehicle, except in areas designated by the City, if any.

Section 4: *Evidence Work.* The Association agrees that the assignment or un-assignment of all evidence work to any qualified City employee is at the sole discretion of the Chief of Police.

ARTICLE 28: RETIREMENT BENEFITS

Section 1: Association members are eligible for coverage, pursuant to Washington State Regulations and laws, will be covered by the Public Employees Retirement System (PERS).

ARTICLE 29: MILEAGE ALLOWANCE

Section 1: Employees required to use their private vehicle for City business, shall be compensated at the standard mileage rate set by the IRS, and in accordance with the rules as set by the IRS. Permission must be granted by the Department Head or designee for use of personal vehicle in conducting City business.

ARTICLE 30: TRAINING

Section 1: The City encourages the improvement of service of employees by providing opportunity for training, including training for advancement and for general fitness for public service. Such training programs may include lecture courses; demonstrations, assignment of reading matter, or such other devices as may be available for purpose of improving the effectiveness and broadening the knowledge of employees in the performance of their respective duties.

Section 2: If an employee requests to attend a course at an accredited college or university, and the Department Head or designee, in their sole discretion, may approve such a request as eligible for reimbursement from the City. In such a case, and upon completion of the course with a passing grade of "C" or better, then the employee shall be reimbursed for actual book and tuition expenses in an amount not to exceed the equivalent of fifty percent (50%) of the in-state tuition rate for WSU Vancouver. The city manager or designee, at their sole discretion, may approve a complete curriculum as eligible for reimbursement under the terms of this section, provided the resulting degree is of direct, demonstrable relevance and benefit to the position or department. If the Department Head or designee requests or orders an employee to attend any education course, then not only shall the tuition and books be reimbursed if the employee passes the course, but the employee shall attend the course in paid status. Any reimbursement provided under this section shall be subject to budget availability.

ARTICLE 31: DISCIPLINARY PROCEDURES

Section 1: It is hereby recognized and agreed that the employer has the right to discipline an employee for just cause. The employee or the Association may challenge the discipline by the grievance procedure as is hereinafter provided in Article 33.

Section 2: Disciplinary action or measures may include the following:

A. Written Reprimand;
B. Suspension without pay;
C. Demotion;
D. Discharge.

Section 3: It is agreed that progressive and escalating levels of discipline are preferable to allow an employee proper notice of misconduct and the opportunity to improve performance. For the purposes of this agreement, verbal warnings or counseling shall not be considered disciplinary action. The level or degree of discipline imposed shall be appropriately based on an employee's prior record service, length of service, severity of offense and prior record of discipline. It is understood that some offenses may be of such a severe nature that an employee may be discharged for that offense without use of progressive discipline

Section 4: An employee shall be given an opportunity to review and enter a written response to all disciplinary letters or performance evaluations that are placed in their personnel files. Copies of all letters of warning or disciplinary action shall be given to the employee no later than five (5) working days after the action became effective. The employee shall be requested to sign the disciplinary letter or performance evaluation. Signature thereon shall not be construed as admission of guilt or concurrence with the disciplinary action or performance evaluation, but rather as an indication that the employee has seen and comprehends the nature of the disciplinary action or performance evaluation. Refusal by the employee to sign shall be noted on the document by the employer.

Section 5: All Battle Ground Police Department employees involved in personnel complaints and internal affairs investigations will be subject to the Battle Ground Police Department Manual of Policy and Procedures – Personnel Complaint Procedures – Directive Number 100-11. All other employees covered by this agreement will be subject to the policies and procedures of their perspective department, or city administrative policy.

Section 6. Probationary employees may be disciplined or discharged without just cause. Such discipline or discharge is not subject to the grievance procedure in Article 33.

ARTICLE 32: EMPLOYEE RIGHTS

Employees of the Battle Ground Police Department shall have the following rights:

Section 1: The powers and duties of employees employed by a law enforcement agency involve them in many contacts with members of the public, and from time to time, questions and issues are bound to arise as to the nature of such contacts. These questions and issues may require immediate investigation by a supervisor who has been authorized to make such investigations by the Chief of Police. Such investigations shall be conducted under the following guidelines:

A. Allegations of criminal conduct against an employee will be investigated the same as any other criminal investigation except that a separate internal investigation may be conducted either concurrently or after the criminal investigation is complete. Employees investigated for criminal misconduct allegations will be afforded the same rights and privileges as any other criminal suspect. Allegations of misconduct that do not rise to a criminal nature will be investigated internally. These types of investigations will require the employee to be presented with a copy of all documents and items related to the allegation.

B. All personnel complaints and internal affairs investigations will be conducted in accordance with the Battle Ground Police Department Manual of Policy and Procedures – Personnel Complaint Procedures – Directive 100-11.

C. The accused employee(s) shall not seek contact, direct or indirect, with any witness, potential witness, or others so designed by the department. Unavoidable contacts that occur during normal duty assignments will be kept to a minimum and the employee will not discuss the incident in any manner.

D. If the Chief of Police determines that the employee should be questioned about any allegations, such questioning shall be conducted at a reasonable hour, preferably at a time when the employee is on duty.

E. Questioning of an accused employee in a criminal investigation will be conducted with full regards for Miranda rights. The investigating officer will clearly advise the employee of the nature of the investigation i.e. criminal or internal. Employees may fully exercise their rights as they see fit.

Questioning of an accused employee in an internal investigation shall be completed with full regards for the employee's Garrity and Weingarten rights. Employees that have been advised of these rights will answer questions and cooperate with investigating officers. Refusal to cooperate fully with the investigation may result in disciplinary action up to and including termination. Employees will also be advised that they have the right to have a representative of the Association present during any and all questioning.

It is agreed that the department will employ separate investigators for criminal and internal investigations.

F. Questioning of an employee accused of employment misconduct shall not be overly long and the employee will be entitled to reasonable intermissions for personal necessities, meals, telephone calls, consultations with Association representatives or legal counsel, and rest periods.

G. It is understood that under state law, no employee may be required to take any polygraph test as a condition of continued employment, though an employee may voluntarily request a polygraph test.

H. Nothing herein shall be construed to interfere with or add to or subtract from the rights of the Employer and Employee under the provisions of Chapter 41.12 RCW and the rules and regulations adopted pursuant thereto.

Section 2: All other employees covered by this agreement will be subject to the policies and procedures of their respective department, or city administrative policy.

ARTICLE 33: GRIEVANCE PROCEDURES

Section 1: A grievance is defined as a dispute between the Employer and the Employee about the interpretation or application of any of the specific provisions of this agreement. Employees are encouraged to attempt to resolve complaints through informal discussion with their supervisor prior to filing a grievance.

Section 2: All grievances must be resolved in accordance with Section 3 and the following procedures:

Step 1. All grievances shall, within ten (10) calendar days of the time the complaint arose or should have reasonably been known to exist, be referred in writing to the Department Head or designee. The grievance memorandum shall set a description of the facts at issue, the agreement section violated, and the remedy requested by the Association or Employee. The Department Head or designee shall respond to the grievance, in writing, within fourteen (14) calendar days.

Step 2. If the grievance is not resolved within fourteen (14) calendar days, the grievance shall be presented within fourteen (14) calendar days in writing to the City Manager. The City Manager shall respond in writing within fourteen (14) days.

Step 3. If the grievance has not been resolved or the parties cannot reach an agreement, either party may, within fourteen (14) calendar days from the date upon which the City Manager's response was received or was due, whichever is sooner, refer the grievance to arbitration by notifying the other party of its intent to appeal the grievance. The referral shall be in writing and within seven (7) calendar days of notification that the dispute is submitted for appeal, the Employer and the Association shall attempt to agree on a arbitrator. If no agreement on the arbitrator is reached within fourteen (14) calendar days of the notice of appeal, either party shall request a list of seven (7) qualified arbitrators from the Federal Mediation and Conciliation Service (FMCS), who is located in either Washington or Oregon, which then the arbitrator shall be selected by the parties alternately striking from the panel until only one (1) remains. First strike shall be determined by the toss of a coin between the Association and the City.

The arbitrator shall be requested to render his or her decision within thirty (30) days after the close of the hearing. The arbitrator's decision shall be final and binding, provided that the arbitrator shall have no power to add to, detract from, alter, or modify the terms of this agreement. Any decision rendered shall be within the scope of the agreement and shall not change any of its terms and conditions.

The power and authority of the arbitrator shall be strictly limited to determining the meaning and interpretation of the express terms of the agreement as herein explicitly set for. The arbitrator shall, in his decision, specify whether or not the

decision is retroactive, and the effective date thereof. No decision of the arbitrators in one case shall create a basis for retroactive adjustments in another case.

The costs of the arbitrator, if any, shall be divided equally between the parties. Each party is responsible for the costs of its own staff representatives, attorneys, and all other costs related to the development and presentation of its case.

Time limits specified herein may be waived by mutual agreement in writing. Failure of the employer to respond within the prescribed or agreed time limits at any step shall entitle the Association to proceed to the next step. Failure of the Association to respond within the prescribed or agreed time limits at any step shall constitute abandonment of the grievance.

Section 3: The parties expressly agree that Article 33 is the sole and exclusive process and remedy for all grievances. The parties thereby waive the right to utilize any other procedure or forum including the City's Administrative Policies and Procedures.

CITY OF BATTLE GROUND

By Kristina Swanson
Kristina Swanson, City Manager

Date December 3, 2024

BATTLE GROUND POLICE OFFICERS ASSOCIATION

By
John Graves, President

Date 11-27-2024

ATTEST: By
Elizabeth Halili, City Clerk

Date December 3, 2024

SCHEDULE "A"
MONTHLY SALARY SCHEDULE

2025 3.5% COLA + adjustment to the salary schedule of 3.5% between each step
(For Police Support Specialists position only, a 1% market adjustment)

	A	B	C	D	E	F	G	H
Code Compliance Officer	4,934.05	5,106.75	5,285.48	5,470.47	5,661.94	5,860.11	6,065.21	6,277.49
Police Support Specialist	4,667.11	4,830.46	4,999.52	5,174.51	5,355.62	5,543.06	5,737.07	5,937.87
Parking Enforcement Officer	4,934.05	5,106.75	5,285.48	5,470.47	5,661.94	5,860.11	6,065.21	6,277.49

2026 3.0% COLA

	A	B	C	D	E	F	G	H
Code Compliance Officer	5,082.07	5,259.95	5,444.05	5,634.59	5,831.80	6,035.91	6,247.17	6,465.82
Police Support Specialist	4,807.12	4,975.37	5,149.51	5,329.74	5,516.28	5,709.35	5,909.18	6,116.00
Parking Enforcement Officer	5,082.07	5,259.95	5,444.05	5,634.59	5,831.80	6,035.91	6,247.17	6,465.82

2027 3.0% COLA

	A	B	C	D	E	F	G	H
Code Compliance Officer	5,234.54	5,417.75	5,607.37	5,803.62	6,006.75	6,216.99	6,434.58	6,659.79
Police Support Specialist	4,951.34	5,124.63	5,304.00	5,489.64	5,681.77	5,880.63	6,086.46	6,299.48
Parking Enforcement Officer	5,234.54	5,417.75	5,607.37	5,803.62	6,006.75	6,216.99	6,434.58	6,659.79

SCHEDULE "B"
UNIFORMS AND EQUIPMENT

CODE COMPLIANCE OFFICERAND PARKING ENFORCEMENT OFFICER:

Clothing:

Utility pants – 3 pairs provided by the Department OR Department approved work pants, replacement as necessary, reimbursable up to $50 per pant, 3 pairs
City logo polo shirts – 5 (short or long sleeve)
Boots or puncture resistant footwear – 1 pair, replacement when necessary, reimbursable up to $250
Uniform Belt – 1
City logo field jacket – 1

Equipment:

Radio / Radio holder – 1
City cell phone and case – at the discretion of the Department Head
Pepper spray and case – 1
Ballistic vest (excluding Parking Enforcement Officer) – Replacement when necessary, or in accordance with manufacturers recommendation

POLICE SUPPORT SPECIALIST:

Pants – 3 pairs provided by the Department OR Department approved work pants, replacement as necessary, reimbursable up to $50 per pant, 3 pairs
City logo polo shirts – 3 (short or long sleeve)
City logo sweater - 1
Jacket - 1
Boots or puncture resistant footwear – 1 pair, replacement when necessary, reimbursable up to $250

SCHEDULE "C"
OUT OF CLASS ASSIGNMENT

Out of Class Assignment:

Out of class assignments can be made at the discretion of the Department Head or his/her designee to provide supervisory oversight in the absence of the Police Support Manager. Association employees serving as Acting Police Support Manager will be responsible for assuming responsibilities commensurate with the position of Manager, with the exception of employee performance evaluations and discipline.

Out of Class Compensation:

Association members who work in out of class assignments will be compensated at the rate of 10% above the top step for their current classification for the actual hours worked in the out of class assignment provided the following conditions are met:

1. Working out of class was approved by the Department Head or his/her designee.

2. The member working out of class substantially performed the duties required for the out of class position with the exceptions above and supervises at least one employee.

3. Members worked in the out of class assignment for an entire shift or longer.