COLLECTIVE BARGAINING AGREEMENT
BETWEEN
CITY OF BATTLE GROUND
AND
BATTLE GROUND POLICE OFFICERS ASSOCIATION

January 1, 2024, through December 31, 2026

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THIS AGREEMENT and shall be effective from January 1, 2024, through December 31, 2026. All economic provisions of this Agreement shall be effective as specifically provided for herein. This Agreement is dated, for reference purposes as of the date of ratification by the last party to ratify, which is the date this Agreement was executed by and between the CITY OF BATTLE GROUND, a Washington municipal corporation, and the BATTLE GROUND POLICE OFFICERS ASSOCIATION.

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, hereinafter referred to as the Association, or as the Employees, or Members, and the establishment of an equitable and peaceful procedure for the resolution of their differences in furtherance of the public interest.

ARTICLE 2: TERMS OF AGREEMENT

Section 1. This agreement shall be in full force and effect from January 1, 2024, up to and including December 31, 2026, 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 for herein. This agreement shall continue in effect from year to year thereafter unless either party gives notice, in writing, sixty (60) days prior to the end of the term of this agreement, of its desire to terminate or modify such agreement in accordance with RCW 41.56 et seq.

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

Section 3. 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 4. 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 invalidity or unenforceability shall not affect or impair the remainder of the terms and provisions of this agreement.

ARTICLE 3: RECOGNITION

Section 1. The City of Battle Ground recognizes the Battle Ground Police Officers Association as the sole and exclusive bargaining agent for the purpose of establishing salaries, hours, and other working conditions of employment for all regular, uniformed, commissioned police officers, with the exception of personnel of the rank of Lieutenant and above. Such collective bargaining shall be as mandated by RCW 41.56.

Section 2. Regular uniformed police department employees of the Battle Ground Police Department shall be hired only after completing all steps outlined in the current Civil Service Commission Rules for hiring.

Section 3. *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 treasurer 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 their 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 4. *Orientation Meeting.* The Employer shall allow a designated Association representative thirty (30) minutes of a newly hired employee's paid working time for purposes of presenting information about the Association and bargaining representation.

Section 5. *Agreement Supersedes Policies.* Subject to the City's obligation 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 is 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. *No Strike.* The Association and the City agree that the Association will not cause, encourage, or participate in any strike (including strike picketing), slow down, walkout, or work stoppage.

Section 3. *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. 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 or 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, necessary official Association members 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 negotiating 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 contract 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. Any and all rights concerned with the management and operations of the City and its police department is exclusively that of the City Manager, unless abridged by specific provisions of this agreement. The Chief of Police may adopt rules for the operation of the department and for the conduct of its employees, provided that such rules are not in conflict with provisions of the agreement, Civil Service Rules, or applicable laws. The Chief of Police may discipline or discharge for just cause, or temporarily lay off Employees; may reduce the total number of department personnel in response to budgetary constraints; may assign work, may determine the number of personnel to be assigned duty at any time and may schedule hours of work.

Section 2. Employees will be attentive to their duties and will not conduct personal business while on payroll time and will fulfill their assigned jobs based on their job description.

ARTICLE 7: RULES AND REGULATIONS

Section 1. The Association agrees that its members shall comply in full with police department rules and regulations, Civil Service rules and regulations and City of Battle Ground's Administrative Policy and Procedures. The City and the Association further agree that, in cases of difference, this collective bargaining agreement shall supersede the particular rule(s) which are inconsistent with the terms of this agreement.

ARTICLE 8: SENIORITY

Section 1. Seniority is the length of continuous employment of an Employee with the City. Seniority will be observed in cases of lay-offs according to Civil Service Commission Rules and Regulations.

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 lay-off.

ARTICLE 9: LAYOFF AND RECALL

Section 1. In case of personnel reductions, lay-offs shall occur as described in Civil Service Commission Rules and Regulations. The City shall not hire new employees in bargaining unit positions as long as there are still employees eligible for recall who are presently qualified to perform the work in the affected job classification and are willing to be recalled to said classification.

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. The employee must notify the Chief of Police 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.

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 within fifteen (15) days shall result in removal from the recall list.
- The employee requests in writing to be removed from the recall list.

ARTICLE 10: WORK SCHEDULES

Section 1. The Police Department work week shall consist of one (1) or more of the following work schedules with regular starting and ending times, which shall be considered regularly scheduled work days/shifts for the purposes of the contract:

A. *5 – 8 Work Schedules.* Five (5) consecutive days of work, each consisting of eight (8) consecutive hours of work, except for interruptions for rest periods, then followed by two (2) consecutive days off. Rest periods on 5-8 work schedules will consist of two (2) fifteen (15) minute breaks and one (1) thirty (30) minute lunch period.

B. *4 – 10 Work Schedules.* Four (4) consecutive days of work, each consisting of ten (10) consecutive hours of work, except for interruptions for rest periods, then followed by three (3) consecutive days off. Rest periods on 4-10 work schedules will consist of two (2) fifteen (15) minute breaks and one (1) thirty-five (35) minute lunch period.

C. *4 – 11 Work Schedules.* Four (4) consecutive days of work, each consisting of eleven (11) consecutive hours of work, except for interruptions for rest periods, then followed by four (4) consecutive days off. Rest periods on 4-11 work schedules will consist of two (2) fifteen (15) minute breaks and one (1) forty (40) minute lunch period.

D. *4 – 12 Work Schedules.* Four (4) consecutive work days, each consisting of twelve (12) consecutive hours of work except for interruptions for rest periods, then followed by four (4) consecutive days off. Rest periods on 4-12 work schedules will consist of three (3) fifteen (15) minute breaks and one (1) forty (40) minute lunch period. Employees will receive one twelve-hour shift of Kelly time each 24-day FLSA cycle, which shall be prescheduled with the employee's supervisor according to Article 17, Section 4.

E. *FLSA Work Periods.* The parties acknowledge that they have adopted a 24-day FLSA work period with a 147-hour overtime threshold for purposes of the 4-11 and 4-12 work schedules, and a 28-day FLSA work period for purposes of the 5-8 and 4-10 work schedules under 29 USC Sec. 207(k).

F. *Meal and Rest Periods.* The parties agree that the meal and break periods supersede the meal and break period requirements of WAC 296-126-092. Due to the nature of the work performed, break and meal periods are taken intermittently and are paid. An employee who is not allowed to take a break or meal period should notify a supervisor.

G. *School Resource Officer (SRO) Work Schedule* – The terms and conditions relating to the SRO work schedule are contained in Schedule "E".

H. *Traffic Enforcement Officer* – The Traffic Enforcement Officer shall not be counted towards minimum staffing requirements, except in emergency situations, as required by the Chief or their designee. However, Traffic Enforcement Officers who are working overtime shall count for minimum staffing.

Section 2. 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 regular shift schedule may need to be adjusted to provide adequate staffing levels and training. In those instances, where members' shifts must be adjusted, the department will provide the member with the minimum notifications outlined below. In 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 (1- ½) 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 5-8 work schedules will be given a minimum of forty-eight (48) hour's notice of changes to their work schedule without incurring additional or premium compensation.

B. Members working 4-10 work schedules will be given a minimum of forty-eight (48) hour's notice of changes to their work schedule without incurring additional or premium compensation.

C. Members working 4-11 work schedules will be given a minimum of seventy-two (72) hour's notice of changes to their work schedule without incurring additional or premium compensation.

D. Members working 4-12 schedules will be given a minimum of seventy-two 72 hour's 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) hour's notice of the adjustment.

Section 3. The Chief of Police or the Chief's designee shall have the authority to establish shifts for all assignments in the department. Members shall have the opportunity to request shift assignments through the use of shift sign-up sheets as

outlined in Section 4. Members other than newly hired or promoted officers for a period of one year or until the end of the probationary period plus basic police academy time, are allowed to sign up for those shifts available for their particular assignment (Patrol Officer, Detectives, Traffic, Sergeant, SRO, etc.). The Chief of Police shall retain the authority to make final assignments for all shifts in instances where it is needed for the efficient operation of the department. Shift change shall be defined as moving or reassigning an employee to an available work schedule, in accordance with Article 10, Section 1.

If it is necessary for management to adjust the shift staffing levels or fill long term vacancies, other than those created by regular time off, management shall fill those vacancies as follows:

a. Management shall ask for volunteers to fill the vacancies and award based on seniority.

b. If volunteers are not available, management shall make the changes it deems necessary to assure adequate coverage for all shifts. In making such changes, management shall affect the least senior member off of probation whenever possible. The association recognizes that emergency situations may arise that require the Chief of Police to make immediate shift changes without regard to seniority. In the event that this occurs, the Chief of Police will act as soon as possible to implement the procedures outlined in "a" and "b" of this section to fill the vacancies.

c. Non-probationary members may be allowed to voluntarily exchange shift assignments as long as overtime is not incurred by the affected members and subject to the approval of each member's supervisor.

d. In situations where the reassignment of an employee results in the movement of more than two members of the Association, the Chief or designee shall provide notice to the Association and the parties will meet and bargain the movement of the additional members. This subsection does not limit the Chief's rights under any other subsection of this Agreement including section (e) below.

e. The Chief shall retain full authority and rights for the following assignments:

    1. Newly hired or promoted officers for a period of one (1) year or until the end of probationary period plus basic police academy time.
    2. For purposes of training or officer development.
    3. For hardships to any officer.
    4. During times of emergency.
    5. For vacancies created through disciplinary situations.

Section 4. Shift assignments will normally be for one (1) year periods with the transition to the new shift assignments beginning in January of each calendar year. Shift sign-up sheets will be posted by November 1 of each calendar year and will remain posted until November 15 of each calendar year. Members shall sign-up for their choice of shift, hours and days off, based on their order of seniority starting with the senior most member in a specific assignment (patrol officer, detectives, traffic, sergeant, SRO, etc.). The new shift assignments and final shift schedule will be posted by November 22 of each calendar year. Sergeants may not bid for the same shift more than twice in a row, except as mutually agreed by the parties.

Section 5. *Specialty Assignments.* Specialty Assignments shall be made at the discretion of the Chief of Police as outlined in this section. Members may apply for available specialty assignments through a memorandum, through channels, to the Chief of Police. Notice of available specialty assignments will be posted for a minimum of fourteen (14) days to allow all interested employees the opportunity to apply.

The Chief of Police shall determine the selection process to be used for each assignment and the minimum requirements for application and shall include that information in the posting. Each specialty assignment shall have a specific limitation on the length of assignment as listed below, however the Chief of Police retains the authority to remove an employee from a specialty assignment for the efficient operation of the department. The maximum length of service for these assignments may be extended upon mutual agreement between the department and the association.

Below is the list of specialty assignments and their maximum length of service:

1.	School Resource Officer	Four (4) years.
2.	Traffic Enforcement Officer	Five (5) years.
3.	Detective	Five (5) years.
4.	Defensive Tactics Instructor	No Maximum.
5.	EVOC Instructor	No Maximum.
6.	Firearms Instructor	No Maximum.
7.	S.W.A.T./Crisis Negotiation Team	No Maximum.
8.	Field Training Officer	No Maximum.
9.	Drug Recognition Expert	No Maximum.
10.	Patrol Tactics	No Maximum.
11.	Taser, 40mm, Baton and OC Instructor	No Maximum.

Specialty assignments such as Detectives require the ability to adjust work schedules on short notice and in instances where schedule adjustments are required to facilitate case investigation, no additional compensation or premium pay will be incurred. Any adjustments made in work schedules outside of necessity for case investigation, without the minimum notifications outlined in Section 2, will still entitle the member to premium compensation as outlined in Section 2.

Section 6: *Training Other than In-Service Department Training Days.* Training is an essential part of any successful police organization. In recognition that training is mutually beneficial to the department and its members, adjustments to member's shifts and work hours without premium compensation (overtime), will be used except as outlined below:

A. Training assignments of less than six (6) hours that fall on a member's regularly scheduled day off shall be compensated at the overtime rate for pay or compensatory time off, at the discretion of the member.

B. Training assignments of six (6) hours or more that fall on a member's regularly scheduled day off will be compensated through the use of shift or hour adjustments to the member's schedule on an hour for hour basis. Training hours will include all meal periods, breaks and any travel outside of the City of Battle Ground.

C. The department will try to accommodate the member's requests for schedule adjustments; however, those requests will not be honored if staffing limitations would cause the payment of overtime. Once a shift adjustment has been scheduled, any change to that schedule will be in accordance with Section 2 of this Article.

When last minute shift adjustments are unable to be made due to things such as late notice or shift coverage issues then backfilling with overtime or compensatory time will be allowed for training in accordance with procedures for overtime as outlined in Article 12.

Supervisors may release an employee early on training days that fall on a members regularly scheduled day off, or on a regularly scheduled workday, if less than two hours of the employee's regularly scheduled shift remains after the training.

Section 7: *Department In-Service Training.* All employees will be scheduled to work six training days, which will be scheduled throughout the calendar year and shall not be considered overtime.

A. For employees on 4-11 or 4-12 schedules, the six training days will be additional regularly scheduled days on. These training days will be 11-hour days, however, supervisors may release employees early.

B. For employees on 5-8 or 4-10 schedules, the training days will be scheduled in advance on a regularly scheduled day or by adjusting the employee's regular work schedule, if necessary. The employee will flex any time worked outside the employee's normal shift length (i.e., 8 or 10 hours) within the same FLSA 7(k) work period.

ARTICLE 11: WAGE SCHEDULE

Section 1. Effective upon the execution date of this agreement, wages for commissioned officers for the term of this contract shall be as established in Schedule "A" of this document.

A. The wages identified in Schedule "A", effective January 1, 2024, reflect a five percent (5%) cost of living adjustment (COLA) over the 2023 rate.

B. The wages identified in Schedule "A", effective January 1, 2025, reflect a five percent (5%) cost of living adjustment (COLA) over the 2024 rate.

C. The wages identified in Schedule "A", effective January 1, 2026, reflect a four and one-half percent (4.5%) cost of living adjustment (COLA) over the 2025 rate.

D. Sergeants shall be paid sixteen (16%) percent higher than a Step Five police officer.

Retroactive wages will be paid using an individual's total gross wages. To be eligible for retroactive wages, an employee must be on the City payroll at the time of payment.

Entry-Level Police Officer recruits shall be paid according to the following:

An employee who is required to attend the Basic Law Enforcement Academy (BLEA) shall receive 80% of the Step 1 pay, as set forth in the salary schedule "A", until such time as the employee begins BLEA.

Section 2: Longevity Pay: Effective the first payroll period after ratification, longevity pay will be as follows:

Months of Service	Percentage
85 – 132 months	2%
133 – 180 months	4%
181 +	6%
241+	8%

Section 3: Educational Incentive: An Educational Incentive shall be paid to employees possessing an Associate or Bachelor degree based upon the table below. The employee shall receive this incentive upon completion of either of the following degrees as shown by transcripts or diploma to the Chief.

Degree	Percentage
Associate	2%
Bachelor	4%

In addition, employees shall remain eligible for tuition reimbursement as outlined in Article 30, Section 2 of this agreement subject to approval and the availability of funds.

Section 4: Specialty Pay: Employees shall receive specialty pay of three (3%) percent while assigned to the following:

S.W.A.T.
Crisis Negotiation Team (CNT)
Traffic Enforcement Officer
School Resource Officer (SRO)
Detective
Drug Recognition Expert (DRE)

Personnel assigned as a Field Training Officer (FTO) shall receive 7% specialty pay only while performing the duties of FTO and for hours actually worked in that capacity.

The assigned employee will be eligible to begin receiving the incentive pay once the employee officially begins performing the duties of the assignment.

Except FTO's, employees may not pyramid specialty pays; a maximum of three (3%) percent specialty pay shall be paid to any employee.

Section 5. There will be no cap in incentives earned in this agreement with the exception of the pyramid prohibition outlined in Section 4.

Section 6: Instructor Pay:

A. Each certified instructor in defensive tactics, firearms, emergency vehicle operation course (EVOC), and CJTC patrol tactics, shall be eligible to receive $75 total per day for assigned instruction.

B. Each certified instructor in taser, 40mm, baton and OC, shall be eligible to receive $30 total per day for assigned instruction.

To be eligible for instructor pay, the employee must be a certified instructor in the subject, the training must be approved and assigned by the Chief or a designee. The amount of pay listed above reflects the maximum total amount per day, regardless of the number of subjects instructed.

ARTICLE 12: OVERTIME

Section 1. No Employee shall work overtime without prior approval of the Chief of Police 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 officer, or where the officer's immediate help is needed at a crime scene to preserve and collect evidence, or to protect property or take custody of prisoners, or to complete necessary case work as deemed necessary by a supervisor or to cover the next shift due to an unexpected absence of the next officer to be on duty.

Section 3. Overtime compensation shall be paid at a rate of one and one-half (1-1/2) times an Employee's regular rate of pay for all hours worked outside of the Employee's regularly scheduled work day, work shift or for all hours worked in excess of an Employee's regularly scheduled work week.

Section 4. There shall be no pyramiding of overtime and/or premium pay.

Section 5.

A. Overtime for vacant shifts will be awarded by seniority subject to the following order of priority:

1. Members on their scheduled 4/12 Kelly shift on the day of the vacancy, by seniority regardless of rank.
2. If no Sergeant is scheduled to work during the vacancy, the overtime will be offered next as Sergeant priority based on years of service at that rank and then to Officers based on years of service as an Officer.
3. If a Sergeant is scheduled to work during the vacancy, the overtime will be offered next to Officers based on years of service in the Officer rank and then to Sergeants based on years of service at that rank.

A mandatory overtime list shall be created in reverse seniority for each shift (i.e., one for graveyard, one for days). Once an officer works a mandatory overtime shift, they shall move to the back of their shift list. In the event that a mandatory overtime shift list results in no available officers for mandatory overtime, the opposite shift list will be used in reverse seniority. The mandatory overtime lists shall not affect the seniority list for voluntary overtime. The mandatory overtime lists shall reset every three (3) months.

Vacancies with 8 or more days' notice will be posted. No member may bump another member from posted overtime less than 72 hours from the start of the overtime.

Vacancies with less than 8 days' notice will be offered by phone call or personal contact. The first member who accepts the overtime will be awarded the overtime. It is sufficient to leave a voice message before moving down the order of priority.

B. If a member volunteers for an overtime assignment and is not able to fulfill the assignment, it is the member's responsibility to find a replacement following the above process.

C. Members will not be mandated to work overtime to fill vacant shifts except when necessary to meet minimum staffing, fill Extra Employment (employment contracted by the City for police services) or when consistent with Section 2 of this Article. When it is necessary to mandate overtime, the vacancy will be filled in order of reverse seniority in the rank.

D. Members who volunteer to fill a vacancy on a previously scheduled vacation day are not eligible for overtime during previously scheduled vacation hours. The member will receive straight time for those hours and no vacation will be drawn from their bank.

Section 6. "Special duty" overtime assignments are grant-funded and other special events where more than one member qualifies for the assignment. Special duty overtime will be posted and eligibility may be restricted due to specialty assignments, specialized training, or based on restrictions from a reimbursing entity. Qualifying requirements will be posted with the overtime sign-up sheet. Special duty assignments will be awarded based on date of hire as a member, regardless of rank, for those who qualify.

Section 7. The parties acknowledge that the City of Battle Ground has adopted a partial overtime exemption under Section 207(k) of the Fair Labor Standards Act of 1938. The purpose of this exemption is to insure that no routine overtime compensation shall be required when officers work a regularly assigned work shift as defined in Article 10 above. Provided, nothing in this section shall supersede the definition of overtime compensation contained elsewhere in this agreement.

ARTICLE 13: COMPENSATORY TIME

Section 1. For mandatory shift coverage and training, compensatory time may be accrued in lieu of overtime pay at the discretion of the Chief or designee, upon written request of the employee. For all other 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 (1-1/2) times the actual hours of overtime worked.

Section 2. Compensatory time may be accumulated to a maximum of one hundred twenty (120) 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. An Employee, who has accrued compensatory time off, who has requested the use of such compensatory time, shall be authorized by the Chief of Police to use such time within a reasonable period, providing the use of the compensatory time does not unduly disrupt the operation of the department or the City.

ARTICLE 14: CALL BACK TIME

Section 1. A minimum callback time for overtime compensation shall be three (3) hours. In the event the Employee is on scheduled vacation time, callback shall be considered overtime and not regular work time.

Section 2. Callback time for time spent in court on City matters shall be compensated at a minimum of three (3) hours overtime pay.

Section 3. An employee shall be compensated with callback time when an employee is called in to work any time the employee is not regularly scheduled to work. Callback time shall not apply when an employee's schedule is adjusted in a manner consistent with Article 10, Section 2 of this agreement.

ARTICLE 15: TEMPORARY EMPLOYEES

Section 1. Temporary employees shall be employed in accordance with Civil Service Commission Rules and Regulations. Use of temporary employees will be minimized.

ARTICLE 16: PAY PERIOD

Section 1. Employees are 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 (2,080) hours. The regular work shift of which the Employee is assigned shall constitute one (1) day. In no instance will more than the monthly rate be provided except for overtime payments. Regular full-time Employees, after the probationary period is completed, who have neither sick leave nor vacation leave available (used in accordance with applicable sections of this Agreement), will be docked for time lost at a rate determined by dividing their annual salary by two thousand eighty hours (2,080).

ARTICLE 17: ANNUAL LEAVE

Section 1.
Annual leave shall accrue according to the table below:

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	184	15.33

10 full years	208	17.33
15 full years	224	18.67
20 full years	256	21.33

Section 2. 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 annual leave scheduled by the Employee in accordance with this section 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 (1-1/2) for each hour of annual leave canceled. Only upon termination of employment shall Employees with more than one (1) year of service be paid for all unused accumulated annual leave earned.

Section 3. The final shift schedule will be posted by November 22 of each calendar year. From December 1 through December 15 of each year, annual leave shall be bid on and scheduled by seniority for the coming year. After the annual leave bid, leave shall be granted on a first come, first serve basis. No annual leave request shall be authorized if it were to result in overtime in order to maintain staffing. No annual leave request shall be authorized for an employee's previously scheduled in-service training day without prior approval from the Chief or designee.

Section 4. In the event employees work a 4-12 work schedule and receive 12 hours of Kelly time, the employee and his/her supervisor will mutually select the dates and times for Kelly time off at least two FLSA 7(k) work periods in advance. Kelly time shall not be scheduled on the employee's in-service training days. Kelly time shall not be scheduled on a date that results in overtime in order to maintain minimum staffing, unless no alternatives are available. Supervisors may reschedule Kelly time provided there is no undue hardship to the employee.

Section 5. All requests for annual leave must be approved by the Chief of Police or designee prior to the commencement of the requested annual leave. No Employee shall be paid for unearned annual leave.

Section 6. *Part-time annual leave accrual.* Part-time employees shall accrue annual leave on a pro-rata basis.

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.

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.

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 LEOFF retirement from service with the City, or reduction in force, the Employee 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.

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 their 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 the 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 of a member of the Employee's immediate family appears to be imminent. 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, grandparent, grandparent-in-law, spouse, child, brother, or sister, or brother-in-law or sister-in-law of the Employee regardless of residence. Bereavement leave shall not exceed four (4) consecutive working days.

Section 2. Upon approval of the Chief of Police, 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 the Employee 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 Chief of Police 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 their 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 six (6) 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. 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 the Employee's medical or insurance coverage by paying the full cost to the City in advance for each month or portion thereof which the Employee 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.	Fourth day of July	Independence Day
6.	First Monday of September	Labor Day
7.	Eleventh day of November	Veteran's Day
8.	Fourth Thursday of November	Thanksgiving Day
9.	Fourth Friday of November	Day after Thanksgiving
10	Twenty-fourth day of December	Christmas Eve
11.	Twenty-fifth day of December	Christmas Day
12.	One special day off	

Section 2. All officers shall be paid at a rate of one and one-half (1-1/2) times their regular rate of pay for all holidays noted in Section 1 of this article, in addition to the

officer's regular rate of pay. This holiday and special day pay shall be paid to officers only for those holidays which occur during their period of employment. Holiday pay for commissioned officers pursuant to this article shall be paid with the first regular paycheck in November.

Any required overtime worked on Thanksgiving Day or Christmas Day shall be paid at the rate of 2x the normal hourly rate for actual hours worked on the holiday.

Section 3. *Part-time Holiday Accrual.* Part-time Employees, scheduled to work less than forty (40) hours in the work week, shall receive holiday pay on a pro-rata basis.

Section 4. *Leave in lieu-of Juneteenth Holiday.*
Members shall receive twelve (12) additional hours of annual leave annually paid at the straight time rate, in lieu of the Juneteenth holiday. The hours will expire at the end of each calendar year if not used. The additional hours may not be cashed out or rolled over. The leave shall be scheduled in accordance with Article 17, Annual Leave.

ARTICLE 25: INSURANCE BENEFITS

Section 1. The City shall make available and pay the cost of providing medical, 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 the AWC and Kaiser plans identified below. The City shall continue to provide WDS Dental Plan F 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 Deductible 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. HSA contributions will comply with IRS rules and will not exceed the Affordable Care Act excise tax threshold, if applicable.

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, and the parties will participate in expedited interest arbitration – if necessary – to determine which plans will be offered.

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 any Employee, ten-thousand dollars ($10,000.00) of life insurance for each full-time employee, with double indemnity benefits for commissioned police officers for accidental death.

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

Section 4. The City shall provide and pay for Long Term Disability coverage for full-time employees. Such insurance shall be at a sixty percent (60%) benefit with a one hundred eighty (180) day elimination period.

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

Section 5. *Medical Coverage Opt-Out.*

A. Employees who elect not to participate in the City's medical coverage shall, in lieu of such coverage, receive payment of $350.00 per month. 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.

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

Section 6. *Flexible Spending Account.* The City shall provide the opportunity for Employees to establish and fund a Flexible Spending Account for eligible medical 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.

Participation in this program shall be at the Employee's election, request and risk, and any account established pursuant to this section shall be funded exclusively by the Employee.

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 & EQUIPMENT

Section 1. It is recognized that the police function in the City of Battle Ground is the responsibility of the city government of the City of Battle Ground, and that the City has retained a Chief of Police and officers to perform that function. Further, it is accepted that in performance of that function, it is the responsibility of the City to provide all materials and equipment to the officers as provided in Schedule "B".

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

Section 3. Items listed under Schedule "B" will be issued to all new officers at the time of hire if the new officer is expected to or will interact with the public as a police officer. Otherwise, at the time of hire, new officers will be issued the equipment and uniforms as necessary to perform their duties. Upon completion of the Law Enforcement Academy, the officer will be issued any and all Schedule "B" items not yet issued to the

officer. Upon leaving the employment of the City, all officers shall return all equipment and uniforms provided to them under this agreement.

Section 4. All equipment provided pursuant to Section 3 above will be signed for by the Employee and will be the responsibility of the Employee. Officers are to keep equipment at the police department. However, such equipment as would be needed to provide protection for the officer in the event of call out may be stored at the officer's home as approved by the Chief of Police.

Section 5. Cleaning and minor upkeep and repairs of the uniform will be the responsibility of the Employee. Loss of or damage to equipment through the officer's neglect or negligence shall be the responsibility of the officer. Each officer may take uniforms to the cleaners and the City will pay these services up to $180 per calendar year per officer. After an officer has reached the $180 amount, subsequent cleaning costs will be the responsibility of the officer.

Section 6. The City provides a departmental weapon, a holster, three magazines and magazine holders, including those that are furnished with the weapon, for full-time officers of the Battle Ground Police Department. Officers wishing to retain use of their personally-owned and currently in-service weapon, after the City has made an offer to provide a city-issued weapon, may do so by signing a departmental statement accepting full responsibility for maintenance and repair of the referenced equipment and agreeing to furnish, at their expense, their own ammunition for on-duty and training purposes if their caliber is different than that for city-issued weapons.

Section 7. The City shall provide reimbursement or replacement for personal items approved by the Chief that are damaged or destroyed, other than through normal wear and tear, on duty, up to a $100.00 maximum per item, at the replacement cost of the item(s). This provision shall not apply to personal firearms which are used on duty at the Employee's sole risk and expense. Provided, there shall be no reimbursement or replacement for items damaged or destroyed through the sole negligence of the officer.

Section 8. Clothing Reimbursement for Detectives

A. Employees assigned to detectives shall receive a clothing reimbursement in the amount of $600 per calendar year for the purchase of clothing in the same calendar year. This clothing shall be appropriate for the position.

B. Detectives may only dry clean clothing at City expense that is purchased with the clothing allowance or that is worn on duty, up to $180 each year.

C. Receipts for reimbursement under this allowance must be turned in prior to November 1 each year in order to be eligible for reimbursement. All reimbursements in the last year of detectives assignment must be turned in prior to April 1 of that year.

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 physical, mental, or sensory 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 safe and effective work performance.

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

Section 4. *Drug and Alcohol Testing.* Attached as Schedule "C".

Section 5. *Evidence Work.* The BGPOA releases all rights to the Evidence Technician work. The BGPOA further agrees that the assignment or un-assignment of all evidence work to any City Employee is the sole discretion of the Chief; including the assignment and subsequent un-assignment of work to a BGPOA member.

Section 6. *Nepotism.* No BGPOA member shall supervise any relation by blood or marriage consistent with City Nepotism Policies. Additionally, no related or married members shall work on the same "day" or "night" shift. This policy shall not apply when one-member works Patrol and the other is on a Specialty assignment to the extent that one may still not perform a supervisory role over the other.

Section 7. *Fitness Standards.* Employees must maintain a level of mental and physical fitness that enables them to perform duties as prescribed in the job description for the position held. If the department has reasonable cause to believe an officer is unfit to perform duties outlined in the job description, the department may require the Employee to be examined for fitness for duty at City expense.

ARTICLE 28: RETIREMENT BENEFITS

Section 1. All Association members eligible for coverage, pursuant to Washington State Regulations and laws, will be covered by the Law Enforcement Officers and Fire Fighters Retirement System.

ARTICLE 29: MILEAGE ALLOWANCE

Section 1. Employees required to use their private vehicle for police department business, other than responding to call out, 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 Chief of Police for use of personal vehicle in conducting police 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 the 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, the Chief of Police, in his/her sole discretion, may approve such request as eligible for reimbursement from the City. In such 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 Chief of Police requests or orders an Employee to attend any education course, then not only shall 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 shall include only 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 of 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 personnel complaints and internal affairs investigations will be conducted in accordance with Battle Ground Police Department Manual of Policy and Procedures – Personnel Complaint Procedures – Directive Number 100-11.

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

ARTICLE 32: EMPLOYEE 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 superior officers who have 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 officer 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. Officers investigated for criminal misconduct allegations will be afforded the same rights and privileges as any other criminal suspect.

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 officer(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 officer will not discuss the incident in any manner.

D. If the Chief determines that the officer 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 officer in a criminal investigation will be conducted with full regards for Miranda rights. The investigating officer will clearly advise the officer of the nature of the investigation i.e. criminal or internal. Officers may fully exercise their rights as they see fit.

Questioning of an accused officer in an internal investigation shall be completed with full regards for the officer's Garrity, and Weingarten rights. Officers 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. Officers 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 officer may be required to take any polygraph test as a condition of continued employment, though an officer 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 RCW 41.12 and the rules and regulations adopted pursuant thereto.

Section 2. *Use of Deadly Force Incidents.*

Officers directly involved in, or witnesses to, the use of deadly force will be required to cooperate with the investigation under the following procedure:

A. Officers will be allowed to compose themselves and collect their thoughts for a minimum of 72 hours before being questioned or directed to write a report, with the exception of the immediate safety questions required at the scene of a deadly force incident. The affected employee may waive the requirement to wait the 72 hours.

B. Officers will be advised of their respective rights and allowed to consult with an attorney and/or association representative before being interviewed. This right will not be allowed to unduly delay the interview and statement process.

Officers may be required to submit to more than one interview process in cases where the criminal investigation and the internal investigation use different investigators.

C. The department is a member of the Southwest Washington Independent Investigative Response (SWIIR) Team for Officer Involved Critical Incidents Involving Serious Injury or Death, and will follow the protocols as outlined by the SWIIR and in the Clark & Skamania County Independent Investigation Team written agreement. Officer Involved Critical Incidents Involving Serious Injury or Death will transition from the SWIIR Team to the Washington State Office of Independent Investigations in December 2024.

ARTICLE 33: GRIEVANCE PROCEDURES AND ARBITRATION

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 supervisors prior to filing a grievance.

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

STEP I. 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 Chief of Police or designee. The grievance memorandum shall set a description of the facts at issue, the contract section violated, and the remedy requested by the Association and/or Employee. The Chief of Police or designee shall respond to the grievance, in writing, within fourteen (14) calendar days.

STEP II. If the grievance is not resolved within fourteen (14) calendar days from the time the Chief of Police receives the complaint in writing, the grievance shall be presented within fourteen (14) calendar days

in writing to the City Manager by the BGPOA. The City Manager shall respond to the grievance in writing within fourteen (14) calendar days.

STEP III.

1. If the grievance is submitted to arbitration, the following arbitrator selection procedures shall apply.

   For non-disciplinary grievances, 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. Within seven (7) calendar days of notification that the dispute is submitted for appeal, the Employer and the Association shall attempt to agree on an arbitrator. If no agreement on the arbitrator is reached within fourteen (14) calendar days of the notice of appeal, either party shall request that 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 an 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.

   For disciplinary grievances, the parties shall apply to PERC for an arbitrator assignment under PERC's arbitrator assignment process for law enforcement personnel disciplinary grievances established under RCW 41.58.070.

2. The arbitrator shall be requested to render their 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.

3. The power and authority of the arbitrator shall be strictly limited to determining the meaning and the interpretation of the express terms of the agreement as herein explicitly set forth. The arbitrator shall, in their 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.

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

5. 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 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 Civil Service Commission or City Administrative Policies and Procedures.

CITY OF BATTLE GROUND

By: Kristina Swanson
Kristina Swanson, City Manager

Date: October 8, 2024

BATTLE GROUND POLICE OFFICERS ASSOCIATION

By:
John Graves, BGPOA President

Date: 10-8-2024

ATTEST:

By:
Elizabeth Halili, City Clerk

Date: October 9, 2024

SCHEDULE "A"
MONTHLY SALARY SCHEDULE
For 2024-2026

Step System

Police Officer 1: From date of hire through 12 months of continuous service.

Police Officer 2: Beginning with the 13th month of employment through the 24th month.

Police Officer 3: Beginning with the 25th month of employment through the 36th month.

Police Officer 4: Beginning with the 37th month continuing through the 48th month.

Police Officer 5: Beginning of the 49th month.

Entry-Level Police Officer recruits shall be paid according to the following:

An employee who is required to attend the Basic Law Enforcement Academy (BLEA) shall receive 80% of the Step 1 pay, as set forth in the salary schedule, until such time as the employee begins BLEA.

Salaries Effective as indicated for each year (amounts indicate dollars per month)

	2024	2025	2026
COLA	5%	5%	4.5%

Officers Step			
1	7,016.57	7,367.40	7,698.93
2	7,364.94	7,733.19	8,081.18
3	7,715.06	8,100.82	8,465.35
4	8,061.67	8,464.76	8,845.67
5	8,410.04	8,830.54	9,227.92
Sergeant	9,755.65	10,243.43	10,704.38

SCHEDULE "B" UNIFORMS AND EQUIPMENT

CLOTHING:

Shirts = 3 short sleeve and 3 long sleeve
Pants = 3 pair
Raincoat = 1
Shoes = 1 pair
Boots = 1 pair (replaced when necessary)
Utility Uniform 1
1 Baseball type uniform hat
1 Stocking type uniform hat
Coats = 1 winter type
Class "A"=1 complete set

DUTY BELT:

Uniform Belt = 1
Under Belt = 1
Hand Cuffs and Case = 2
Magazines and Case = 2
Belt Keepers = 4
ASP baton and carrier = 1
Key Holder = 1
Flashlight and Holder = 1
Radio Holder = 1
Weapon and Holster = 1
Taser and Holster = 1

EQUIPMENT:

Ballistic Vest = 1 (replacement when necessary or in accordance with manufacturer's recommendation)
Equipment Bag = 1
Ticket Book Container = 1
Note Book (to contain Dept. forms) = 1
Fingerprinting Kit = 1
Tape Measures = 2 (1 = 100'; 1 = 25')
Multi-function Belt Tool (example: Gerber or Leatherman's)
CAT tourniquet
Ballistic Helmet
External Vest Carrier, upon request

For Shooting Purposes:

Shooting Glasses
Ear Protectors
Field Glasses =1 (7 x 35 or better)

SCHEDULE "C"
DRUG AND ALCOHOL TESTING POLICY

I. POLICY

C1.1 Reporting to work under the influence of alcohol and / or illegal drugs, or the use, sale or possession by an employee of illegal drugs is strictly prohibited and may result in disciplinary action, including immediate termination.

1.1.1 Each employee must advise the Employer if they are using prescription or other over-the-counter drugs they know, or reasonably should know, may impair their ability to perform job functions and / or operate machinery such as automobiles. Under appropriate circumstances, the Employer may request the employee provide written medical authorization to perform various essential job functions from a physician while using such drugs.

C1.2 A voluntary request by an employee for assistance with his/ her own alcohol or drug abuse problem will remain confidential and such abuse, request and treatment / rehabilitation for alcohol or drug abuse shall not be used as a basis for any disciplinary action provided that the request for assistance is initiated prior to commencement of any internal investigation or other disciplinary action.

C1.3 Treatment / rehabilitation for alcohol or drug abuse undertaken by an employee following commencement of any internal investigation or other disciplinary action shall be considered by the City in administering discipline to the employee.

II. DEFINITION

C2.1 For the purpose of administering this Policy the following definition of terms is provided:

2.1.1 Alcohol – means the intoxicating agent in alcoholic beverages, ethyl alcohol or other low molecular weight alcohols, including methyl or isopropyl alcohol.

2.1.2 Drug – means any substance (other than alcohol) capable of altering the mood, perception, pain level, or judgment of the individual consuming it.

2.1.3 Illegal Drug – means any drug for which sale, purchase, transfer, or unauthorized use or possession is prohibited or restricted by federal or state law or the intentional misuse of a prescription or over-the-counter drug.

2.1.4 Over-the-Counter Drug – means those drugs that are generally available without a prescription and are limited to those drugs that are capable of

impairing the judgment and / or ability of an employee to safely perform the employee's duties.

2.1.5 Prescription – means any drug used in the course of medical treatment and that has been legally prescribed to the employee and authorized for use by a licensed health care professional.

2.1.6 Reasonable Suspicion – means suspicion that an employee is under the influence of alcohol and / or illegal drugs based on specific objective observations by a supervisory employee in the City's Police Department of the rank of Lieutenant or above who has received training in the detection of probable drug and / or alcohol use by observing an individual's behavior and can describe concerning the performance, appearance, behavior, speech or breath odor of the employee.

2.1.7 Under the Influence – means having alcohol or drugs in the body in excess of the concentration cutoff levels established in this Policy.

III. WHEN TESTING IS REQUIRED

C3.1 An employee may be required to submit to drug or alcohol testing only when there is reasonable suspicion to believe that the employee is under the influence of drugs or alcohol. Reasonable suspicion testing shall not be used to harass or intimidate any employee.

3.1.1 The basis for the reasonable suspicion shall be documented in writing prior to, or as close in time as reasonably possible to, the time the employee is requested to submit to testing.

3.1.2 An Association representative shall be summoned before the employee is approached. An Association representative shall be present when the employee is first told of the reasonable suspicion; however, in no case shall the testing be unreasonably delayed or cancelled in an attempt to obtain Association representation.

3.1.3 At the employee's request the employee shall be given an opportunity to confer with the Association representative, provided that such conference does not reasonably delay any test. The employee shall be given an opportunity to explain the reasons for the employee's condition, such as reaction to prescription or over-the-counter drugs, fatigue, exposure to toxic substances, or any other reasons known to the employee, to the City representative telling the employee the basis for reasonable suspicion. The Association representative may be present during this discussion.

C3.2 An employee who refuses to submit to testing for alcohol and / or drugs shall be conclusively presumed to be under the influence of alcohol or a drug for the purpose of administering this Policy, and therefore will be subject to discipline, up to and including immediate discharge.

IV. COLLECTION / TESTING PROCEDURES

C4.1 The City shall provide the employee with transportation to the collection site and to his / her home from the collection site.

4.1.1 The Association representative shall be allowed to accompany the employee to the collection site.

C4.2 Alcohol Testing

4.2.1 Alcohol testing will be conducted by a trained Breath Alcohol Technician ("BAT") using a breath testing device approved by the Department of Transportation which the BAT has been trained to operate in conformance with Department of Transportation's Procedures for Transportation Workplace Alcohol Testing, 49 CFR 40.221, et. seq. ("DOT Procedures")

4.2.2 Alcohol testing shall take place at a facility that meets the requirements of the DOT procedures.

4.2.3 The procedures used for conducting all screening and confirmation alcohol tests shall be in conformance with DOT procedures.

4.2.4 The cutoff levels for screening and confirmation alcohol tests shall be .04 gm/dl.

4.2.5 The procedures used for reporting the results of alcohol tests shall be in conformance with DOT procedures.

4.2.6 Reference herein to conformity with DOT procedures shall not be construed to mean that testing must or will be reported on DOT forms.

C4.3 Drug Testing

4.3.1 All specimens for drug testing shall be obtained at a collection site that shall have all necessary personnel, materials, equipment, facilities, and supervision to provide for the collection, security temporary storage, and shipping or transportation of urine specimens to a certified drug testing facility in accordance with the Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Mandatory

Guidelines for Federal Work Place Testing Programs ("Mandatory Guidelines").

4.3.2 All specimens shall be collected in conformance with the specimen collection procedures set forth in the Mandatory Guidelines. Handling and transportation of urine specimens from one authorized individual or place to another shall always be accomplished through chain of custody procedures.

4.3.3 A split specimen method of collection shall be used and the split specimen method of collection shall be in conformance with the Mandatory Guidelines.

4.3.4 All testing shall be done at a Department of Health and Human Services, Substance Abuse and Mental Health Services Administration certified laboratory and transportation of the specimen to the laboratory shall be in conformance with the Mandatory Guidelines.

4.3.5 Laboratory security, chain of custody, and analysis procedures shall be in conformance with the Mandatory Guidelines.

4.3.6 The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used:

Initial Test Level Nanograms per Milliliter (ng/mL)

	nl/mL
Amphetamines	1000
Marijuana metabolites	50
Cocaine metabolites	300
Opiates metabolites (codeine/ morphine)	200
Phencyclidine	25

4.3.7 Specimens that test negative on all initial immunoassay tests will be reported negative. No further testing of these negative specimens for drugs is permitted.

4.3.8 All specimens identified as positive on the initial test shall be confirmed for the class (es) of drugs screened positive on the initial test using gas chromatography/mass spectrometry (GC/MS) in conformance with the Mandatory Guidelines at the following cutoff values:

Confirmatory Test Level Nanograms per Millileter (ng/mL)

	ng/mL
Marijuana Metabolite 1	15
Cocaine Metabolite 2	150
OPIATES	
Morphine	2000
Codeine	2000
6-Acetylmorphine 4	10
Phencyclidine	25
AMPHETAMINES	
Amphetamine	500
Methamphetamine 3	500

1. Delta-9-tetrahydrocannabinol-9-carboxylic acid
2. Benzoylecgonine
3. Specimen must also contain amphetamine at a concentration > 200 ng/mL
4. Test for 6-AM when the morphine concentration exceeds 2,000 ng/mL

4.3.9 Specimens that test negative on confirmatory tests shall be reported negative and no further testing of these specimens for drugs is permitted.

4.3.10 An essential part of this drug testing program is the final review and reporting of results. The final review and reporting of the results of such drug testing shall be in conformance with the Mandatory Guidelines

4.3.10.1 A positive test result does not automatically identify an employee as being in violation of this Policy. An individual with a detailed knowledge of possible alternate medical explanations is essential to the review of results. This review shall be performed by the Medical Review Officer ("MRO") prior to the transmission of results to the City. The MRO will consider alternate medical explanations in conjunction with his / her review.

4.3.10.2 The qualifications and responsibilities of the MRO shall be in conformance with the Mandatory Guidelines.

4.3.10.3 Prior to making a final decision to verify a positive test result, the MRO shall give the employee an opportunity to discuss the test result with him or her in conformance with the Mandatory Guidelines.

4.3.10.4 Upon notification by the MRO that an employee has verified positive drug test or refusal to test because of adulteration or substitution, the employee shall have 72 hours from the time of notification to request a test of the

split specimen at the employee's expense. The request may be verbal or in writing.

4.3.10.5 When an employee makes a timely request for a test of the split specimen the MRO shall immediately provide written notice to the laboratory that tested the primary specimen directing the laboratory to forward the split specimen to a second HHS certified laboratory for confirmation testing in accordance with this Policy.

4.3.10.6 Following verification of a positive test result, the MRO shall report this result to the City's official who is designated to receive results.

V. CONSEQUENCE OF A NEGATIVE TEST

C5.1 In the event the test results are reported as negative the employer shall be so notified, such test results shall be destroyed (unless otherwise provided by law), the employee shall be paid for lost work time due to the testing, and no discipline shall be levied against the employee.

VI. CONSEQUENCES OF A POSITIVE TEST

C6.1 In the event the MRO reports the test results positive, an employee who tests positive for any of the drugs or alcohol referred to in this Policy may be subject to discipline up to, and including, termination.

C6.2 Nothing in this Policy shall be construed to limit the City's right to discipline / discharge a bargaining unit employee for engaging in serious criminal conduct, whether or not alcohol or drug-related.

C6.3 Nothing in this Policy shall be construed to limit or abridge any of the rights set forth in the Collective Bargaining Agreement between the Association and the City and / or any rights provided by federal or state law.

VII. RECORDKEEPING

C7.1 All records related to the alcohol or drug testing of an employee shall be treated as confidential medical records.

C7.2 Any employee who is the subject of an alcohol or drug test shall, upon written request, have access to any and all records relating to his or her drug test and any records relating to the results of any relevant certification, review, or revocation-of-certification proceedings.

VIII. RIGHT TO APPEAL

C8.1 Employees and the Association have the right to challenge an alleged violation of this Policy and / or the results of alcohol and drug testing through the grievance procedure set forth in the Collective Bargaining Agreement between the Association and the City.

IX. RIGHT OF ASSOCIATION PARTICIPATION

C9.1 At any time, the Association, upon request, will have the right to inspect and observe any aspect of the drug testing program with the exception of specimen collection and individual test results. The Association may observe specimen collection and inspect individual test results if the release of this information is authorized by the employee involved.

X. ASSOCIATION HELD HARMLESS

C10.1 The City shall be solely liable for any legal obligations and costs arising out of the provisions of this Policy and / or application of this Policy.

C10.2 The Association shall be indemnified, defended, and held harmless from any claim, demand, or liability arising from the implementation and / or administration of the Policy.

SCHEDULE "D"

OUT OF CLASSIFICATION AND ASSIGNMENT PAY

Out of Class Assignment

Out of class assignments can be made at the discretion of the Chief of Police or his/her designee to provide supervisory oversight in the absence of a sergeant or lieutenant. Association members serving as Acting Sergeants will be responsible for assuming the responsibilities commensurate with the position of sergeant, with the exception of Employee performance evaluations, internal affairs investigations and line referrals, unless specifically approved by the Chief of Police. Members who serve as Acting Lieutenant will be responsible for assuming the responsibilities and duties of the position of lieutenant, with the exception of recommending 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 (Officers working as Acting Sergeants would receive 10% above top step officer wage. Sergeants working as Acting Lieutenant would receive 10% above top step sergeant wage) for the actual hours worked in the out of class assignment under the following conditions.

1. Working out of class was approved by the Chief of Police or his/her designee.
2. The member working out of class substantially performed the duties required for the out of class rank with the exceptions noted above.
3. Members worked in the Out of Class assignment for at least 50% or more of the member's shift, on an hour for hour basis.
4. The member supervised at least one other on-duty employee while working out of class.

SCHEDULE "E"

SCHOOL RESOURCE OFFICER WORK SCHEDULE

1. The City and the Union agree that the normal assigned work week for the SRO during the Battle Ground School District calendar year shall be day shift, 0715-1600 hours Monday through Friday, based on a 5/2 work schedule, but at a 8.75 hour shift limit per day. The 8.75 hour schedule will be considered a 5-8 work schedule for purposes of Article 10.

2. The schedule outlined in Section 1 herein results in the SRO(s) working (0.75) hours more than the scheduled eight (8) hour shift limit of the standard 5/2 work schedule. This results in the accrual of two hundred and two point five (202.5) "compensatory hours" (.75 hour X 180 school days X 1.50) for the SRO(s) over the course of the Battle Ground School District calendar year. This calculation is based on the SRO(s) working all scheduled shifts as outlined in Section 1 herein, without using other paid leave (sick, vacation, bereavement, training, compensatory time, administrative leave, etc.). Should the SRO(s) miss a scheduled shift (school day) no compensatory hours would be credited for that day. The compensatory hours accrued by the SRO(s) as listed herein shall not be subject to cash pay-out of monies by the City to the employee.

3. The compensatory hours as noted in Section 2 herein shall be compensated by twenty-four (24) compensatory days off, coinciding with the number of full-day holiday/student non-attendance days (numbering 24) consistent with the Battle Ground School District calendar. The number of actual non-attendance days will be posted annually in the Battle Ground School District school calendar in its student attendance calendar. The intent is for the SRO to be scheduled off on the actual number of non-school days which may change from one school year to the next. On any school non-attendance days, including holidays as defined in Article 24 of the CBA, the SRO would have the day off using SRO compensatory time that has been accrued. If there is insufficient SRO comp time accrued, the SRO may use other leave banks to have the time off, or schedule with the patrol supervisor to work the day. Twenty-four (24) days off would result in the use of one hundred and ninety-two (192) compensatory hours (24 X 8 hours). School days involving late start or early dismissal times will be worked as a normal full shift by the SRO as outlined in Section 1 herein, who shall report to the patrol sergeant for assignment of duties to complete their (8.75) hour work day. The SRO will be allowed to use appropriate accumulated leave, including compensatory hours as accumulated per Section 2 herein, in lieu of working the complete day.

4. The accumulation of SRO compensatory hours is an exception to the regular accumulation of compensatory time pursuant to Article 13, Section 2 which limits accumulation of compensatory hours to a maximum (120) hours. It will be

necessary to establish a separate tracking in the payroll system for compensatory hours earned by the SRO under this Agreement. The SRO will be able to accumulate these hours as a secondary compensatory time account without the 120-hour limit. All time accumulated in this secondary compensatory time account shall be used prior to the beginning of the next school year as defined by the Battle Ground School District calendar. The SRO shall not be allowed to carry-over secondary compensatory hours earned in one school year to the next school year. There shall be no cash pay-out of monies in this SRO compensatory bank. The 120-hour maximum limit still applies to the regular compensatory accruals.

5. For purposes of calculating paid and compensatory time-off, the SRO work shift will be based on an eight (8) hours day (e.g., vacation, sick, compensatory time, bereavement leave). Hours worked beyond the normal SRO work schedule of (8.75) hours will be compensated as standard overtime, guided by the collective bargaining agreement. Extra-duty assignments shall be handled pursuant to the existing extra-duty policy.

6. Compensatory hours accrued pursuant to this Agreement will be applied to the twenty-four (24) holiday/student non-attendance days for each school calendar year, or the number of scheduled school holidays / non-attendance days, should that number change as outlined by the annual Battle Ground School District calendar.

7. The SRO shall not be counted as part of minimum staffing during the 180-day school year, except as otherwise noted in Sections 9 and 10 herein.

8. The SRO may schedule vacation time off for any time during the Battle Ground School District school year, without competing with other officers for time off. However, 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).

9. During the annual vacation bid, the SRO may select time off for the summer non-attendance days as outlined by the Battle Ground School District calendar without competing with other officers, outside the SRO Specialty assignment. Once the annual vacation bid period has closed, SRO vacation requests for time off for the summer non-attendance days will be handled the same as other patrol officers, on a "first come, first served" basis. For those first-come, first served requests for summer days off, the SRO will be counted as minimum staffing.

10. During the summer break when school is not in session as outlined by the Battle Ground School District calendar, or during long periods of unusual school closures, i.e. events or incidents greater than one week in duration with limited or no people actually in or on the school grounds, excluding the 24 scheduled

holidays or school breaks listed on the Battle Ground School District calendar the SRO will be reassigned to the Patrol Division (day-shift hours either 0600, 0800, or 1000 start times), or other work schedule as mutually agreed upon.

11. The Employer and the BGPOA 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 at times outside of the normal daily work schedule as defined in Section 1 herein. Both parties may mutually agree to adjust the work day hours so that the SRO may work the extra-curricular event.

12. During the department's annual shift bid, the SRO(s) will bid for their summer dayshift assignment(s) based upon seniority in the position of SRO(s) for dayshift(s) assignment(s) that are available. The summer shift assignments for the SRO(s) will follow the same pattern for shift bids and posting of their summer dayshift assignment(s) as outlined in Article 10, Section 4.