COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN
CITY OF BATTLE GROUND
AND
TEAMSTERS LOCAL 58

(Clerical Unit and Public Works Unit)

January 1, 2026, through December 31, 2028

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This Agreement is made by and between the City of Battle Ground, hereinafter referred to as "City", and Teamsters Local 58, hereinafter referred to as "Union".

ARTICLE 1 – RECOGNITION AND UNION

SECTION 1. RECOGNITION. The City hereby recognizes Teamsters Local 58 as the sole and exclusive collective bargaining agent for the Clerical Employees unit and Public Works Employees unit consisting of all regular full-time and regular part-time employees in the classifications included in Appendix "B."

SECTION 2. POLICY IMPLEMENTATION AGREEMENT. The City shall have the right to establish, revise, and enforce policies to ensure orderly operations. It is understood and agreed that City policies shall not be inconsistent or in conflict with the provisions of the Agreement, and if in conflict, this Agreement shall supersede.

The City shall distribute via email or paper copy all City policies and any changes thereto to each employee at least seven calendar days in advance of implementation.

City policies shall be made available for viewing on the City's intranet/staff connection website.

The City acknowledges its obligation to bargain mandatory subjects as defined in RCW 41.56.

ARTICLE 2 – UNION SECURITY

SECTION 1. NEW EMPLOYEES AND ORIENTATION MEETING.
Upon employment of a new employee covered by this Agreement, the City shall advise the Main Office of the Local Union, in writing, of the hiring of a new employee. The Local Union will provide the new employees with the necessary forms regarding member dues and initiation fees. The City shall allow a Union representative 30 minutes of a newly hired employee's paid working time for purposes of presenting information about the Union and bargaining representation. This shall generally occur within the first two (2) weeks of hiring the new employee, but in no instance later than ninety (90) calendar days. Newly hired employees have the option to attend or not attend Union orientation.

SECTION 2. UNION DUES. The City will deduct from the pay of each employee covered by this Agreement all Union membership dues, current and delinquent initiation fees, and service fees as determined pursuant to law concerning chargeable and non-chargeable expenses, provided that at the time of such deduction there is in the possession of the City a valid Union Dues Deduction Authorization executed by the employee for the deduction. All deductions shall be transmitted to the Union monthly. The Union shall indemnify, defend, and hold the City harmless against any claims made and against any suit instituted against the City on account of any dues or service fee

deductions for the Union. The Union shall refund to the City any amount paid to it in error upon presentation of proper evidence thereof.

SECTION 3. NOTICE OF REVOCATION.
An employee's request to revoke authorization for payroll deductions must be in writing submitted to the Union. After the City receives confirmation from the Union that the employee has revoked authorization for deductions, the City shall end the deduction no later than the second payroll after receipt of the confirmation.

ARTICLE 3 – UNION ACTIVITY

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

SECTION 2. INDEMNIFICATION. The Union 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 Union and the City Manager, or their designees, at mutually agreed upon times. One (1) official Union member shall be permitted to attend such meetings without loss of pay if the meetings are scheduled during normal working hours of the Union 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 Union's negotiating team, to be composed of no more than two (2) on-duty employees, shall be permitted to attend negotiation meetings with the City relative to securing contract renewal. The dates, times, and places for these negotiation sessions shall be established by mutual agreement between the parties. One (1) Union member (not including the affected member) shall be permitted to administer grievances with the City, without loss of pay.

SECTION 5. The Union shall furnish the City with the names of authorized Shop Stewards designated to represent employees of the bargaining unit. Authorized Union representatives shall have access to employee work locations provided the Union representatives do not interfere with the City's normal function of providing City services. Any representative of the Union not employed by the City shall notify the City Manager or designee in advance of a workplace visitation for the purpose of inspecting

workplace conditions and to administer the terms and conditions of this Agreement. Union business by City employees shall be conducted during off-duty hours, except as provided in this Agreement.

ARTICLE 4 – HOURS OF WORK, OVERTIME, AND COMPENSATORY TIME

SECTION 1. WORK WEEK AND OVERTIME. The terms of this Article are not intended to be construed as a guarantee of hours worked per day, per week, or days worked per week. The workweek shall be defined as those hours of work that start at 12:01 a.m., Monday and end at 12:00 midnight, Sunday, unless approved to work a 9/80 work schedule as outlined below. Overtime shall be defined as any time worked in excess of forty (40) hours in a workweek, rounded to the nearest quarter hour. For purposes of calculating overtime, paid leave of absence for vacation leave and holidays are considered hours worked, but sick leave is not considered hours worked. Overtime shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay for all such time, computed on the basis of two thousand eighty (2080) hours divided into the employee's yearly base pay. Overtime must be pre-approved by the department head, or their designee.

9 / 80 Work Schedule

1. Union members may submit a written request to their supervisor to work a 9/80 schedule. A 9/80 schedule consists of the following over two weeks: during the first week the employee works four 9-hour shifts and one eight-hour shift, and during the second week the employee works four 9-hour shifts. The 8-hour shift must be on the same day of the week as the day off. The day off is fixed and cannot be moved.

2. Requests to work a 9/80 schedule will be considered on a case-by-case basis and will be granted in the City's sole discretion. The City reserves the right to deny, revoke, revise, or discontinue a 9/80 schedule at any time when the schedule no longer meets the City's needs, subject to reasonable notice, not less than seven (7) working days prior to ending the schedule.

3. The FLSA work period for an employee working a 9/80 shift begins halfway through the employee's 8-hour shift.

4. Once an employee is approved to work a 9/80 schedule, the employee cannot return to his/her prior shift schedule without his/her supervisor's permission.

5. Holidays

a. All holidays, including floating holidays, will continue to be paid at eight (8) hours.
b. If a City recognized holiday occurs on the employee's day off, the employee will take an eight-hour holiday on another day during the same week that is mutually agreeable to the employee and the employee's supervisor.
c. If a holiday occurs or is taken on an employee's 9-hour day, the employee must use one (1) hour of accrued paid leave.
d. An employee on vacation or sick leave when a holiday occurs will not be charged eight (8) hours of sick leave or vacation for that day but must use one (1) hour of accrued paid leave.

6. When an employee uses paid leave, the employee will use the amount of paid leave hours they were otherwise scheduled to work. For example, an employee using annual leave on a 9-hour day will use 9 hours of annual leave.

SECTION 2. MEAL AND REST PERIODS. The parties agree to meal and rest periods that supersede WAC 296-126-092 as follows:

A. Employees will receive an unpaid meal period of thirty (30) minutes to one (1) hour, as determined by the Department Director or their designee, for each workday that is at least five (5) hours long. Meal periods will be scheduled by the City based on operational necessities, provided that meal periods shall not be scheduled more than five (5) hours into a shift except for bona fide emergencies or with the employee's consent.

B. Non-Public Works employees will receive a paid fifteen (15) minute rest period for each four (4) hours worked. Public Works employees who must travel in from the field will receive a paid ten (10) minute rest period for each four (4) hours worked, plus travel time to and from the Operations Center. Where the nature of the work allows employees to take intermittent rest periods, scheduled rest periods are not required. If an employee misses a rest period, the employee shall inform a supervisor.

C. Meal and rest periods may not be combined and may not be used to arrive late or leave early except in special circumstances and with prior written approval of the employee and employee's supervisor.

D. Due to the nature of the work, the Community Work Crew Chief position will receive a 30-minute paid meal period in lieu of an unpaid meal period.

SECTION 3.1 CALL-BACK TIME. In the event an employee is called back to work prior to their next scheduled shift, the employee will be compensated by at least two (2) hours pay at the overtime rate of pay. There will be no pyramiding of call back time. An employee who is called by the City without being summoned to a reporting duty station

during non-working hours shall be paid a minimum of fifteen (15) minutes compensation. In the event the call lasts longer than fifteen (15) minutes, the employee shall be compensated for the actual duration of the telephone call.

SECTION 3.2 INCLEMENT WEATHER. If at any time the City Manager or designee closes City Hall due to inclement weather or a state of emergency, any essential Public Works employee mandated to remain or report for duty shall be compensated at the overtime rate (1.5x) for all hours worked during the closure. Employees who are called back to work or held over beyond regularly scheduled hours shall receive a minimum of four (4) hours pay at the overtime rate (1.5x).

SECTION 4. COMPENSATORY TIME. In lieu of overtime, compensatory time may be accrued at the option of the City. Compensatory time may be accumulated to a maximum of eighty (80) hours of unused compensatory time, after which additional overtime shall be paid to the employee. Compensatory time shall be accrued at the rate of one and one-half (1 ½) times the actual hours worked.

Requests to utilize accrued compensatory time off shall be granted pursuant to the terms of the Fair Labor Standards Act of 1929.

SECTION 5. ON-CALL PAY. When the City requires an employee to respond to off duty call-outs, the employee required to carry the on-call city cell phone shall be compensated two (2) hours of pay at the regular rate or the equivalent compensatory time off with pay (at the employee's option) for each day the employee is required to be on-call while off-duty. The employee assigned on-call duties must remain fit for duty and be able to report to the assigned duty station within one (1) hour of notification by the City. For Public Works, the designated on-call employee shall be assigned a take home service truck.

SECTION 6. WORKING OUT OF CLASSIFICATION. Employees who are assigned by a supervisor to a higher job classification for a period of at least two-weeks and performing all duties of the classification shall be paid at a rate one-step above his or her current rate of pay or at the entry rate of the higher classification, whichever is higher, for all hours worked in the higher classification.

ARTICLE 5 – SALARIES

SECTION 1. SALARY STEPS. An employee will typically be hired at Step A in their job classification range of the City's salary matrix. At the City's discretion, employees may be hired at a step higher than Step A in the salary matrix.

SECTION 2. STEP INCREASE. Annually on the employee's anniversary date, the employee's monthly base salary will be increased, at a minimum, to the next step in the Monthly Salary Schedule (Appendix A) if the employee's annual – twelve (12) month performance evaluation indicates satisfactory job performance. An employee's

anniversary date is defined as their date of hire or most recent date of reclassification/promotion.

If the employee's annual – twelve (12) month performance evaluation is not completed by the City within thirty (30) days after the employee's anniversary date, the employee's monthly base salary will automatically be increased, effective on the employee's prior anniversary date, to the next step in the Monthly Salary Schedule (Appendix A).

SECTION 3. STEP NON-INCREASE. If the employee's annual – twelve (12) month performance evaluation indicates below-satisfactory job performance, the employee may not be increased to the next step in the Monthly Salary Schedule (Appendix A). A non-increased employee shall be re-evaluated by the City after ninety (90) days to determine if the employee's performance is satisfactory. If a non-increased employee's performance is satisfactory at the ninety (90) calendar day review, then commencing with the next pay period, the employee's monthly base salary shall be increased to the next step in the Monthly Salary Schedule (Appendix A). If a non-increased employee's performance still indicates below-satisfactory job performance, the employee will remain at their current step until their next regular annual – twelve (12) month performance evaluation.

If the non-increased step employee's ninety (90) day review is not completed by the City within thirty (30) days after the ninety (90) days from the below-satisfactory job performance evaluation, the employee's monthly base salary will automatically be increased to the next step in the Monthly Salary Schedule (Appendix A).

SECTION 4. PROMOTIONAL INCREASE. An employee shall receive a promotional increase when promoted. Any promotional increase to a different salary range shall be at least to the first step in the new salary range that would give the employee a pay increase.

SECTION 5. SALARY MATRIX.
Wages for employees employed on the execution date of this agreement, shall be as established in the monthly salary schedule (Appendix A) of this document.

WAGE INCREASES

Effective 1/1/2026 – 3.5%

Effective 1/1/2027 – CPI-U Pacific Region Consumer Price Index from June to June with a minimum of 2.5% and a maximum of 4%

Effective 1/1/2028 – CPI-U Pacific Region Consumer Price Index from June to June with minimum of 2.5% and a maximum of 4%

SECTION 6. PAY PERIODS. Pay periods shall be the 1st of the month to the 15th and the 16th to the last day of the month. Pay days shall be the 10th and 25th of each month.

SECTION 7. CLASSIFICATION. The employee classifications and associated salary ranges covered by this Agreement are indicated in Appendix "B" attached hereto. Job descriptions will be maintained by the City and are available to employees and the Union online via the city's website or the employee staff connection.

All reclassifications pursuant to this contract shall be effective upon the effective date of this agreement or execution of this agreement, whichever is later. All classifications shall include duties and responsibilities as currently performed.

The City reserves the right to add new job classifications, eliminate old job classifications, and change job titles. The City shall promptly notify the Union, in writing, of the City's decision to implement any and all new classifications pertaining to work performed by employees in the Union. If a new classification is a successor title to a classification covered by this Agreement, and the job duties are not altered or changed, the successor classification shall automatically become a part of this Agreement.

Should the City establish a new classification during the term of this Agreement, the City shall propose wage rates, in writing, to the Union for the new classification. Before implementing proposed wage rates for a new classification, the City will discuss and bargain them, if necessary, with the Union and attempt to arrive at a mutual agreement on wage rates for a new classification.

SECTION 8. CERTIFICATIONS.
The City agrees to pay the cost of obtaining and retaining job-related certifications, as required by the job classification.

SECTION 9. LONGEVITY PAY.
Eligible employees shall receive a longevity premium for their length of service with the City as follows:

Years of service	Percentage
10+ years	1.0%
15+ years	2.0%
20+ years	3.0%

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

ARTICLE 6 – PROBATIONARY EMPLOYEES

SECTION 1. NEW HIRE PROBATION. All new employees shall serve a probationary period of six (6) months. The probationary period may be extended upon mutual agreement of the City and the Union for a period not to exceed an additional six (6) months. The City may discharge a probationary employee without reason or just cause upon written notice to the employee and the Union.

SECTION 2. PROMOTIONAL PROBATION. Promotional appointments shall serve six (6) months probation. The probation may be extended upon mutual agreement between the City and the Union. The City may only discharge a promotional probationer for just cause. The City may demote a promotional probationer without reason or just cause, returning said employee to his/her former position, if the former position is vacant. If not, the employee shall be entitled to the first available Union position for which the employee is qualified, for a period of up to twelve (12) months following the demotion.

ARTICLE 7 – HOLIDAYS

SECTION 1. HOLIDAYS DEFINED. The following days shall be recognized as holidays by the City:

New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	
Christmas Eve	December 24
Christmas Day	December 25

HOLIDAY PAY. Holiday pay shall not exceed 8 hours of pay per holiday. Employees who actually perform their duties on a recognized holiday shall receive one and one-half (1 ½) times their base hourly rate for time worked in addition, provided that the rate shall be two (2) times the base hourly rate for hours worked on Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day. Any employee, who is on vacation or medically authorized sick leave when a holiday occurs, will not be charged sick leave or vacation for that day. To qualify for holiday pay, an employee shall have worked his/her regular scheduled workday preceding and following the holiday, unless the employee is on pre-approved vacation, sick leave, or other paid leave with the City.

SECTION 2. FLOATING HOLIDAYS. Employees shall receive floating holidays as follows:

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

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

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

SECTION 3. PART-TIME HOLIDAY ACCRUAL. Part-time employees, scheduled to work less than forty (40) hours in the workweek, shall receive holiday pay on a pro-rata basis, when a holiday falls on their normally scheduled shift.

ARTICLE 8 – LEAVES

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

Upon completion of:	Annual Hours	Hours per month
0-2 years	96	8
2 full years	104	8.67
4 full years	112	9.34
5 full years	120	10
7 full years	128	10.66
10 full years	136	11.34
15 full years	160	13.33
20 full years	184	15.33
25 full years	216	18

Upon satisfactory completion of the initial six (6) months of continuous service, an employee shall be eligible to utilize their accrued annual leave, unless such time is to offset the 9/80 work schedule. Annual leave will accrue from the initial employment date.

While annual leave may be carried over from one year to the next, any accumulated annual leave in excess of the amount of three hundred and sixty (360) hours will be forfeited by the employee, unless the employee has been prevented from taking such excess annual leave by the City. The forfeiture provision may be waived by mutual agreement between the City Manager and the Union. Only upon termination of employment shall employees with more than six (6) months of service be paid for all unused accumulated annual leave earned.

Holidays occurring during an approved annual leave shall not be counted as a day of annual leave.

Annual Leave Cashout Option

Employees must take at least 80 hours of annual leave in a calendar year and have a bank of at least 120 hours available as of December 31. Leave cash out cannot exceed 40

hours of annual leave per calendar year. Requests must be submitted to payroll on or before December 31 of the preceding calendar year.

SECTION 2. ANNUAL LEAVE REQUESTS. All requests for annual leave shall be submitted online via the employee self-service portal or in writing to the employee's immediate supervisor prior to the commencement of the requested annual leave. The employee's supervisor shall give the employee a written acceptance or denial of the employee's annual leave request within a reasonable time.

The employee with the greater seniority shall be given his or her choice of annual leave in the event of any conflict over when leave is to be taken.

SECTION 3. SICK LEAVE. Employees shall accrue sick leave at the rate of 8 hours of leave for each month of continuous full-time employment to be used in quarter hour increment periods. Any such accrued leave, which is unused in any year, shall be cumulative for succeeding years for all employees up to a maximum of nine hundred and sixty (960) hours.

Part-time employees shall accrue one (1) hour of sick leave for every forty (40) hours worked.

The use of sick leave shall be administered in accordance with the rules and regulations of the WA Paid Sick Leave Law and city policy, subject to any language contained in the parties' labor agreement that is limiting to the extent it conflicts with public law.

SECTION 4. BEREAVEMENT LEAVE. Employees shall be granted up to five (5) days leave with pay to assist with funeral arrangements and attend services for immediate family members. Immediate family members are a member of the employee's household or, regardless of residence, spouse, domestic partner, mother, father, step-parent, mother-in-law, father-in-law, grandparent, daughter, son, step-child, daughter-in-law, son-in-law, sister, brother, sister-in-law, brother-in-law, and grandchildren.

SECTION 5. STATUTORY LEAVES.
The City will provide employees with paid and/or unpaid leave as required by state and federal law, including but not limited to:

a. Family Medical Leave Act (FMLA)
b. Pregnancy Disability Leave
c. Domestic Violence Leave; and
d. Military Leave.

Leave eligibility, benefits and requirements will be determined by applicable laws and administered according to City policy.

SECTION 6. PART-TIME LEAVE ACCRUAL. Part-time employees shall accrue leave on a pro-rata basis pursuant to Sections 1, and 3 above.

SECTION 7. SHARED SICK LEAVE POOL. A regular full-time or regular part time employee shall be allowed to receive sick leave donations from other qualified employees as outlined in City Policy.

SECTION 8. SICK LEAVE CASH OUT. In the event of an employee's PERS retirement from the service with the city, or a reduction in force, he or she shall be paid for unused sick leave on the basis of one-third (1/3) of total accumulated sick leave.

ARTICLE 9 – INSURANCE

SECTION 1. MEDICAL, DENTAL, AND VISION BENEFITS. The City shall make available and pay the contribution negotiated of providing, medical, dental, and vision benefits for the employees and eligible dependents of employees covered by this Agreement as follows:

1. Medical Plans

   Employees will have a choice of medical plans between the Kaiser $250 Deductible Plan, AWC HealthFirst 250 plan, Kaiser High Deductible Health Plan with a Health Savings Account (HSA), and the AWC Regence High-Deductible Health Plan with a Health Savings Account (HSA).

2. Plan Premiums

   A. Kaiser Permanente 250 and HealthFirst 250 plans:

      For Employees, the City shall pay 95% of plan premium and Employees shall pay 5% per month; for Dependents, the City shall pay 85% of the plan premium and Employees shall pay 15% per month.

   Employee cost sharing amounts are taken out on a pre-tax basis.

   B. Kaiser High Deductible Health Plan and Regence High Deductible Health Plan

      The City shall pay 100% of the premium for either the Kaiser High Deductible Health Plan (HDHP) or the Regence High-Deductible Health Plan (HDHP) for Employees and their eligible dependents, and make the following contributions to a Health Savings Account (HSA) of an eligible Employee for each month in which the Employee is enrolled in the HDHP, subject to IRS rules:

      The city will contribute into the HSA seventy (70%) percent of the savings for the difference between the 250-plan premium vs. the HDHP premium in which the city pays.

3. Dental and Vision plans

The City shall pay for the AWC Delta Dental of WA Plan F, AWC Willamette Dental Group Plan 2, and Vision Service Plan for Employees and eligible dependents.

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.

SECTION 2. INSURANCE CONTRIBUTIONS. The parties' contributions to health premiums after the contract expires is subject to collective bargaining, and the City may seek increases to employee contributions effective on the first day of the successor agreement.

SECTION 3. COST CONTAINMENT. 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 is able to offer a health care plan to the Union 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, the terms of this section shall be reopened for the purpose of bargaining about cost containment if such an option equal to or a better plan is available to the City and can be provided to the Union.

SECTION 4. PART-TIME EMPLOYEES. Part-time employees, for the purpose of Article 9, are defined as employees working more than twenty (20) hours per week on a regular basis. If part-time employees are provided health care benefits, the City will provide health care benefit coverage to part-time employees and dependents of part-time employees covered by this Agreement. However, part-time employees shall be responsible for fifty percent (50%) of their health care benefits premium as a payroll deduction.

SECTION 5. LIFE INSURANCE. The City shall purchase, at no cost for full-time employees, a basic term life insurance plan in the amount of forty-thousand dollars ($40,000) for each employee, subject to plan rules. Employees may elect, at their own costs, to purchase additional voluntary term life insurance coverage. The costs of such additional coverage shall be paid for by the employee through a payroll deduction.

SECTION 6. EMPLOYEE ASSISTANCE PROGRAM. The City shall provide, at no cost to any employee, the Employee Assistance Program offered by the City's current provider.

SECTION 7. JOB-RELATED INOCULATIONS. The City agrees to pay for job-related inoculations for employees as approved by the City.

SECTION 8. MEDICAL INSURANCE OPT-OUT. Employees who elect not to participate in the City's medical coverage shall, in lieu of such coverage, receive payment of three hundred and fifty dollars ($350.00) per month. The employee will complete a waiver of coverage each year, and provide proof of other qualifying medical insurance coverage to the City.

A. Such payment shall be effective the first month following election of opt-out and will remain in effect until re-enrollment or loss of eligibility for medical coverage under the City's plan. 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 partner's City provided health insurance are exempt from the opt-out option.

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

SECTION 9. 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 applicable 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 10. LONG TERM DISABILITY INSURANCE. The City shall purchase Long Term Disability coverage for full-time employees. Such insurance shall be up to a sixty seven percent (67%) benefit with a ninety (90) day elimination period, subject to plan rules.

ARTICLE 10 – PERFORMANCE OF WORK

SECTION 1. PUBLIC INTEREST. The City and the Union agree that the public interest requires the efficient and uninterrupted performance of service. To this end, the Union and the City pledge their best efforts to avoid or eliminate any conduct contrary to this objective.

SECTION 2. NO STRIKE. The Union and the City agree that during the life of this Agreement, the Union 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 may be just cause for immediate termination, at the sole discretion of the City.

ARTICLE 11 – REDUCTION IN WORKFORCE

SECTION 1. RECALL.

1. The last employee laid off shall be given the first opportunity to be reinstated from the position which they were laid off provided, that such employee meets the requirements, qualifications and abilities for the position for which he/she is to be reinstated. Any notice of re-employment to an employee who has been laid off shall be made via certified mail. The employee shall keep Human Resources advised of his/her current address.

2. Two (2) weeks notice of such layoffs shall be given before the scheduled layoff.

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

4. An employee will be removed from the reinstatement list for the following reasons:
   - Acceptance of another position with the City of Battle Ground.
   - Refusal to accept an offer of reinstatement.
   - Failure to respond to an offer of reinstatement within 7 days following the date the offer is mailed.
   - Failure of such employee to report for reinstatement within 10 days shall result in removal from the reinstatement list.
   - The employee requests in writing to be removed from the reinstatement list.

ARTICLE 12 – MISCELLANEOUS

SECTION 1. DISCRIMINATION. The City and the Union 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, sex, age, color, sexual orientation, religion, national origin, marital status, genetic information, Union activity, veteran's status, disability, or any other basis prohibited by federal, state, or local law.

SECTION 2. SUBSTANCE ABUSE. The City and the Union 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 ensures 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. CLOTHING ALLOWANCE. The City agrees to provide work gear for eligible employees as follows:

Clerical Unit Employees
Two (2) logoed shirts per calendar year, not to exceed one hundred and fifty ($150) per employee. Shirts may be short or long-sleeved and may include cardigans or sweaters; however, sweatshirts and jackets are excluded.

New clerical unit employees, after successfully completing their probationary period will be allowed to make a clothing order request. The order shall be placed through a designated vendor of the city. The city reserves the right to determine allowable clothing items and colors.

Public Works Maintenance positions and Community Work Crew Chief
Each eligible employee is allotted a maximum total annual cost/allowance of six hundred ($600) dollars per employee for purchase on the city's account at Wilco or via reimbursement for any of the following items: –

- Work boots;
- City logo solid-colored t-shirts;
- City logo solid-colored long sleeve shirts;
- City logo solid-colored hooded sweatshirts;
- Button-up collared shirt with city logo *(for the Community Work Crew Chief position only for Court appearances).*

In addition to the above, as required, but no sooner than every 24 months -
- One (1) pair of rain boots, up to $180;
- One (1) pair of rain pants, up to $100;
- One (1) raincoat, up to $150.

Purchases shall not exceed the amounts, including sales tax, as outlined in this section. The use of a city purchasing card (p-card) is not allowed for purchasing clothing by individual employees.

For Public Works Maintenance positions and Community Work Chief positions all shirts, coats, and hats must have the City logo on it and must be worn while the employee is on duty. All required costs of the logo and affixing of the same on required attire shall be borne fully by the City.

One (1) City logo jacket will be provided as needed, up to $150. Logo jackets will be replaced or repaired at the Department Director or designee's discretion.

Cleaning, minor upkeep and repairs are the responsibility of the employee. The City will provide laundry detergent and maintain a washer and dryer for work gear soiled during

the course of the workday. Washer and dryer are for eligible Public Works employees only.

The City will make coveralls available for use at work by eligible Public Works employees.

The City also agrees to replace any of the above gear at any time if it is damaged on the job and is no longer usable.

Loss of or damage to gear through an employee's neglect or negligence shall be the responsibility of the employee.

Upon leaving employment of the City, all employees shall return all items with City logos provided to them under this agreement.

SECTION 5. COMMERICAL DRIVERS LICENSING.

5.1 If the job responsibilities of the classification of work to which an employee is regularly employed involves the driving of vehicles requiring the driver to have a State Commercial Driver's License (CDL), the City shall pay all costs required by the State for acquiring the CDL license for the first time testing. If the employee fails to pass the initial test, the City shall pay for the second test and truck rental. For all future testing the City shall not be responsible for paying any costs or fees. After the second test, if the employee fails to meet the requirements for attaining the required CDL license within six (6) months, then the employee shall reimburse the City in full for all costs and fees set forth in this section within ninety (90) days.

5.2 In addition, the City shall pay up front, on a one-time-only basis, all fees charged for Department approved classes offered to employees to assist them in passing this exam. However, should the employee fail to attain the CDL license, the same reimbursement requirements shall apply as set forth in Article 5, Section 5.1 above.

5.3 All fees for medical/physical examinations associated with maintaining a CDL when required as a condition of employment shall be paid for by the City provided the employee visits a City preferred provider/physician.

5.4 If the employee leaves employment with the City within twenty-four (24) months of attaining the CDL the below schedule will apply and the employee shall be obligated to repay all such fees, costs, or expenses.

- 0-6 months 100%
- 6-12 months 75%
- 12-18 months 50%
- 18-24 months 25%

When an employee completes their twenty-fourth (24th) month of service following attainment of the CDL, the employee will no longer be required to provide any repayment.

Employees shall sign an independent repayment agreement setting forth the terms and schedule for repayment.

SECTION 6. OCCUPATIONAL HEALTH AND SAFETY.

6.1 The City shall comply with all occupational safety and health rules and regulations to ensure employees' health and safety including providing the necessary Personal Protective Equipment to safeguard employees from workplace hazards, as required by law. Management shall not assign any work duty to an employee that conflicts with this Section.

6.2 Employees shall report, as soon as practicable, to their supervisor or Human Resources, any work duties or orders that endanger employee safety.

ARTICLE 13 – ADVANCED EDUCATION

SECTION 1. ADVANCED EDUCATION. If an employee requests to attend a job related course at an accredited college or university, the City Manager or designee may, in their sole discretion, approve such a request as eligible for reimbursement by the City. In such case, the employee shall be reimbursed for actual book and tuition expenses upon completion of the course with a passing grade of "C" or better.

ARTICLE 14– MANAGEMENT RIGHTS

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

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

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

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

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

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

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

E. Determine the utilization of technology.

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

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

H. Contract out for goods and services.

I. Hire, promote, transfer, assign, retain, recall, and lay-off employees within various departments of the City.

J. Suspend, demote or discharge employees for just cause.

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

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

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

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

SECTION 4. MUNICIPAL COURT AND GENERAL RULE 29 STATUTORY DUTIES. It is understood that judicial and administrative duties set forth in General Rule 29 cannot be delegated to persons in either the legislative or executive branches of government. The presiding judge of the Municipal Court or their judicial designee will maintain full responsibility for all hiring and termination of court employees.

ARTICLE 15– RETIREMENT BENEFITS

All Union members eligible for coverage, pursuant to Washington State Regulations and laws, will be covered by the Public Employees Retirement System (PERS).

ARTICLE 16– COPIES OF AGREEMENT

The City agrees to make available the Agreement to all Union members during the term of this Agreement.

ARTICLE 17– GRIEVANCE PROCEDURE AND ARBITRATION

SECTION 1. GRIEVANCE DEFINED. A grievance is defined as a dispute between the City and the Union about the interpretation or application of any of the specific provisions of this Agreement. Employees are encouraged to attempt to resolve complaints through informal discussion with their supervisor prior to filing a grievance.

SECTION 2. GRIEVANCE STEPS. All grievances must be resolved in accordance with the following procedures:

STEP I. All grievances shall, within fourteen (14) calendar days from the time the complaint arose or should have reasonably been known to exist, be submitted in writing to the employee's Department Head. The grievance shall set forth a description of the facts at issue, the contract section violated, and the remedy requested by the Union.

STEP II. The Department Head shall respond to the grievance in writing within fourteen (14) calendar days. If an unsatisfactory response is received, the grievance may be presented in writing to the City Manager within ten (10) calendar days of the Department Head's response. The City Manager shall respond to the grievance in writing within fourteen (14) calendar days.

STEP III.

(A) The Union may, within ten (10) calendar days from the date upon which the City Manager's response was received, refer the grievance to arbitration by notifying the City Manager in writing of its intent to arbitrate the grievance. Within seven (7) calendar days of notification that the dispute is submitted for arbitration, the City and the Union shall attempt to agree on an arbitrator. If no agreement on the arbitrator is reached within ten (10) days of the notice of arbitration, either party shall request that the Public Employment Relations Commission (PERC) submit a list of eleven (11) qualified arbitrators, from which the arbitrator shall be selected by the parties alternately striking from the panel until only one remains. First strike shall be determined by the toss of a

coin between the Union and the City. The parties agree to divide the cost associated with obtaining a list of arbitrators.

(B) The arbitrator shall be requested to render his or her decision within thirty (30) calendar 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 or conditions.

(C) 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 his or her decision, specify whether or not the decision is retroactive, and the effective date thereof. No arbitrator's decision in one case shall create a basis for retroactive adjustments in another case.

(D) 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. In the event that a third-party location is needed for a hearing, the parties agree to divide the cost equally.

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

ARTICLE 18 – DISCIPLINE AND DISCHARGE

SECTION 1. No regular, non-probationary employee shall be disciplined without just cause. Discipline shall be defined as written reprimands, suspensions without pay, and demotions for disciplinary reasons or discharge.

SECTION 2. Upon request, any employee required to appear before a City representative to discuss matters for which disciplinary action is being contemplated, shall be allowed to have a Union representative present during the discussion.

SECTION 3. A pre-disciplinary meeting shall be provided during which the employee shall be; informed of the alleged charge or charges; be provided known evidence related to the charge(s); and given an opportunity to respond to the charge(s).

SECTION 4. Discipline of Appointive Municipal Court Employees.

The classifications of Court Clerk and Court Coordinator are appointive.

Employee performance management and discipline may include one or more of the following based upon the Judge's discretion:

- Performance management plans
- Admonishment
- Written reprimand
- Termination.

Appointive employees are at will and may be terminated at any time regardless of prior discipline. Prior to termination, the City and Union shall meet and confer to determine if there are available positions in the bargaining unit which are outside of the Municipal Court into which the appointed employee can be transferred to in lieu of termination from the appointed position.

Disciplinary action by the Court will not be taken in an arbitrary and capricious manner. This means that, in making decisions, the Court will exercise honest judgment and good faith. If an employee is to be discharged from employment, the employee shall be given a written statement of the reason for same and an opportunity to respond.

The employee shall be entitled to have a Union representative present at any meeting held with the Court to discuss/investigate potential disciplinary action.

The Court may place an employee on paid administrative leave pending an investigation.

The employee and the employee's Union representative, shall have the right to inspect and request a copy of the contents of the personnel file(s) and any files used in the disciplinary process, maintained by the Court and/or the City.

A suspension or dismissal may be processed under the grievance procedure of the Agreement.

ARTICLE 19 – TERM, SEPARABILITY, CONSTRUCTION, AND DURATION OF AGREEMENT

SECTION 1. SEPARABILITY CLAUSE. The provisions of this Agreement are deemed to be separate to the extent that if and when a court or administrative tribunal judges any provision of this Agreement in its application between the City and the Union to be in conflict with any law, such decision shall not affect the validity of the remaining provisions of this Agreement, but such remaining provisions shall continue in full force and effect, provided however, that in the event any provision or provisions are so declared to be in conflict with the law, both parties shall meet immediately for the purpose of renegotiating any agreement on the provision or provisions so invalidated; provided further, that if the parties fail to reach such an agreement, this contract and the remaining provisions thereof shall be and remain in full force and effect. If the judicial or administrative adjudication that any provision of this Agreement is in conflict with any

law is thereafter reversed, such provision shall be reinstated with full force and effect from the effective date of such reversal.

SECTION 2. TERM OF AGREEMENT. This Agreement shall be effective January 1, 2026 through December 31, 2028 and shall remain in full force and effect until a successor Agreement is negotiated.

SECTION 3. COMPLETE AGREEMENT. It is agreed that this document contains the full and complete agreement on all bargainable issues between the parties hereto, and there are no other agreements, written or verbal, except as specifically referred to herein.

IN WITNESS WHEREOF, THIS AGREEMENT IS ENTERED INTO ON THIS 4 DAY OF DECEMBER, 2025.

On behalf of the
CITY OF BATTLE GROUND

BY: Kristina Swanson
Kristina Swanson, City Manager

ATTEST BY:
Elizabeth Hahli, City Clerk

On behalf of the
TEAMSTERS LOCAL 58

BY: Tom Alcomendas
Tom Alcomendas,
Teamsters Business Representative

BY: Sue Yeska
Sue Yeska, Clerical Shop Steward

BY:
Jesse Ballard, Public Works Shop Steward

APPENDIX "A"

Teamsters - Monthly Salary Schedule - 2026

3.5% COLA

	STEP							
Range	A	B	C	D	E	F	G	H
1	3,550.19	3,674.45	3,803.06	3,936.16	4,073.93	4,216.52	4,364.09	4,516.84
2	3,727.70	3,858.17	3,993.21	4,132.97	4,277.63	4,427.34	4,582.30	4,742.68
3	3,914.09	4,051.08	4,192.87	4,339.62	4,491.51	4,648.71	4,811.41	4,979.81
4	4,109.79	4,253.64	4,402.51	4,556.60	4,716.08	4,881.14	5,051.98	5,228.80
5	4,315.28	4,466.32	4,622.64	4,784.43	4,951.89	5,125.20	5,304.58	5,490.24
6	4,531.05	4,689.63	4,853.77	5,023.65	5,199.48	5,381.46	5,569.81	5,764.76
7	4,757.60	4,924.11	5,096.46	5,274.83	5,459.45	5,650.54	5,848.30	6,052.99
8	4,995.48	5,170.32	5,351.28	5,538.58	5,732.43	5,933.06	6,140.72	6,355.64
9	5,245.25	5,428.84	5,618.85	5,815.51	6,019.05	6,229.71	6,447.75	6,673.43
10	5,507.52	5,700.28	5,899.79	6,106.28	6,320.00	6,541.20	6,770.14	7,007.10
11	5,782.89	5,985.29	6,194.78	6,411.59	6,636.00	6,868.26	7,108.65	7,357.45
12	6,072.04	6,284.56	6,504.52	6,732.17	6,967.80	7,211.67	7,464.08	7,725.33
13	6,375.64	6,598.78	6,829.74	7,068.78	7,316.19	7,572.26	7,837.29	8,111.59
14	6,694.42	6,928.72	7,171.23	7,422.22	7,682.00	7,950.87	8,229.15	8,517.17

Effective 1/1/2027 – CPI-U Pacific Region Consumer Price Index from June to June with a minimum of 2.5% and a maximum of 4%.

Effective 1/1/2028 – CPI-U Pacific Region Consumer Price Index from June to June with a minimum of 2.5% and a maximum of 4%.

APPENDIX "B"

EMPLOYEE CLASSIFICATION AND SALARY RANGES

Clerical Unit		
Classification	Salary Range	
Accounting Assistant	7	
Court Clerk	8	
Court Coordinator	9	
Public Works Office Assistant	9	
Accounting Technician	9	
Permit Technician	9	
Accounting Specialists – Accounts Payable, Payroll/Accounts Receivable, Utility Billing	11	
Associate Planner	14	

Public Works Unit		
Classification	Salary Range	
Community Work Crew Chief	8	
Maintenance Worker	8	
Fleet/Facilities Maintenance Specialist	9	
Facilities Maintenance Specialist	9	
Senior Maintenance Worker	10	
Lead Maintenance Worker	11	
Public Works Foreman	14	