

COLLECTIVE BARGAINING AGREEMENT

between

CITY OF ASTORIA

and

ASTORIA PUBLIC SAFETY ASSOCIATION

July 1, 2025, through June 30, 2028

TABLE OF CONTENTS

PREAMBLE.....	5
ARTICLE 1 – RECOGNITION.....	5
1.1 Classifications.....	5
1.4 – Work Back	6
ARTICLE 2 – ASSOCIATION SECURITY.....	7
2.1 – Membership	7
2.2 – Notice of Employment	8
2.3 – Check-off	8
2.4 – Apolitical Member Choice.....	8
2.5 – Nonmembers.....	8
2.6 – Defense and Indemnity	8
2.7 – Association Visits	8
2.8 – Bulletin Board	9
2.9 – Association Business	9
2.10 – Attendance at Bargaining	9
2.11 – Assessment of Fees to Nonmember	9
ARTICLE 3 – NON—DISCRIMINATION	10
3.1 – Gender Reference	10
3.2 – Equal Employment Opportunity	10
ARTICLE 4 – COMPENSATION	10
4.1 – Wages	10
4.2 – Salary Schedule Administration.....	11
4.3 – Schedule Movement.....	11
4.4 – Retirement.....	11
4.5 – Personal Leave.....	11
4.6 – Pay Day	11
4.7 – Forms of Compensation	11
4.8 – Overtime	12
4.9 – Court Time	12
4.10 – Deferred Compensation	12
4.11 – Stability Pay	13
4.12 – Certification Pay.....	13
4.13 – Senior Dispatcher Premium	13
4.14 – Assignment Pay.....	13
4.14.1 - Detective	13
4.14.2 - Lead Dispatcher	13
4.14.3 - Evidence Custodian.....	13
4.15 – Responsibility Pay	13
4.15.1 - Dispatcher Solo Pay.....	14
4.16 – Call In.....	14
4.17 – Field/Communications Training Officer Premium	14
4.18 – Bilingual Premium	14
4.19 – Phone Calls While Off Duty	14
ARTICLE 5 – VACATIONS	15
5.1 – Accrual.....	15
5.2 – Scheduling.....	15

5.3 – Maximum Accrual	16
5.4 – Vacation Cash Out	16
5.5 – Termination of Employment	16
5.6 – Call-Backs from Vacation	16
ARTICLE 6 – HOLIDAYS	16
6.1 – Recognized Days.....	16
6.2 – Holiday Pay.....	17
6.3 – Holiday Work	17
ARTICLE 7 – SICK LEAVE	17
7.1 – Purpose.....	17
7.2 – Accrual.....	17
7.3 – Eligibility	17
7.4 – Notification.....	17
7.5 – Medical Leave without Pay	17
7.6 – Long Term Leave Notice Requirements	17
7.7 – Utilization	18
7.8 – Sick Leave at Retirement.....	18
ARTICLE 8 – OTHER LEAVES	18
8.1 – Non-Medical Leave Without Pay	18
8.2 – Jury Duty.....	19
8.3 – Military Leave	19
ARTICLE 9 – HOURS OF WORK	19
9.1 – Work Week	19
9.2 – Shift Assignments	19
9.3 – Meal Periods	19
9.4 – Rest Periods	19
9.5 – Scheduling.....	20
9.5.1 – Waive of 7-Day Notice	20
9.5.2 – Penalty for Failure to Give 7-Day Notice	20
9.5.3 – Return to Work	20
9.6 – Shift Trades.....	20
9.7 – Safety Release	20
ARTICLE 10 – HEALTH AND WELFARE	21
10.1 – Medical/Dental/Vision	21
10.1.2 - Health Reimbursement Arrangement (HRA).....	21
10.2 – Life Insurance	21
10.3 – Workers Compensation	21
ARTICLE 11 – NO STRIKE	22
ARTICLE 12 – GENERAL PROVISIONS.....	23
12.1 – Evaluations	23
12.2 – Probationary Period.....	23
12.2.1 – Probationary Period – Lateral Hire.....	23
12.2.3 – Residency Requirement.....	23
12.2.4 – Promotional	23
12.3 – Movement to a Higher Classification.....	23
12.4 – Equipment/Uniform.....	23
12.5 – Detective Clothing.....	24

12.6 – Healthcare Provider Certification	24
12.7 – Alcohol and Drug Policy	24
12.8 – Job Bidding	25
12.9 – Travel Reimbursement.....	25
12.10 – Seniority	25
12.11 – Layoff and Recall	25
12.12 – Maintenance of Standards	25
12.13 – Personnel File	25
12.14 – Tuition Reimbursement.....	26
12.15 – Legal Insurance	26
12.16 – Astoria Aquatic Center	27
ARTICLE 13 – MANAGEMENT RIGHTS.....	27
ARTICLE 14 – DISCIPLINE AND DISCHARGE.....	28
14.1 – Disciplinary Measures	28
14.2 – Due Process	28
14.3 – Association Representation in Interview and Discipline Process	29
14.4 – General Discipline Investigative Procedures.....	29
14.5 – Legal Representation.....	31
14.6 – Use of Deadly Force Situations.....	31
14.7 – Criminal Investigations	31
14.8 – Days Definition.....	31
ARTICLE 15 – GRIEVANCE PROCEDURE.....	31
15.1 - Grievance Process.....	31
Step 1: Supervisor.....	31
Step 2: Chief of Police	32
Step 3: City Manager	32
Step 4: Arbitration	32
15.2 – Time Limits	33
ARTICLE 16 – SAVINGS CLAUSE	33
ARTICLE 17 – PHYSICAL FITNESS PROGRAM.....	33
17.1 – Purpose	33
17.2 – Standards	33
17.3 – Conduct of Examination	34
17.4 – Physical Examinations	34
17.5 – Semi-Annual Incentive.....	34
ARTICLE 18 – TERM OF AGREEMENT	34
EXECUTION OF AGREEMENT	34
INDEX.....	35
APPENDIX A – PAY TABLE.....	37

PREAMBLE

THIS COLLECTIVE BARGAINING AGREEMENT, hereinafter referred to as the "AGREEMENT" is by and between the CITY OF ASTORIA, hereinafter referred to as the "City" and The Astoria Public Safety Association, hereinafter referred to as the "Association."

ARTICLE 1 – RECOGNITION

1.1 The City recognizes the Association as the sole collective bargaining agent for all employees in the named job classifications and divisions listed below in this section, excluding positions which are supervisory, confidential, exempt by statute, temporary employees as set forth in this Agreement and part-time employees regularly scheduled to work less than twenty (20) hours per week. It is understood that such part-time employees, under limited, unique, or anomalous conditions may at times, be scheduled for more than twenty (20) hours per week. This condition may not occur more than four (4) weeks in a fiscal year without written agreement between the City and the Association.

CLASSIFICATIONS:

Sworn

Police Officer

Senior Police Officer

Records

Records Specialist

Senior Records & Evidence Specialist

Communications

Communications Operator (Dispatcher)

Communications Operations Supervisor

Communications Call Taker

1.2 If a new classification is added to the bargaining unit and/or the Police Department by the City, the Association shall be provided with the City's proposed rate of pay, hours of work, work schedule and a copy of the proposed job description. The City proposed rate of pay shall become the regular rate under this Agreement unless the Association files written notice of its desire to negotiate a different rate of pay within fourteen (14) calendar days from the date it receives notification of the proposed classification and pay rate. If a request for negotiations is filed by the Association, the parties shall begin negotiations, related to mandatory subjects and mandatory impacts, within fourteen (14) calendar days of the Association's request.

1.2.1 If the parties are unable to resolve their differences related to mandatory subjects and/or mandatory impacts, such issue will be subject to ORS 243.698.

1.2.2 If there is disagreement between the parties as to the inclusion and/or exclusion of a new Police Department position from or into the bargaining unit, such issue will be subject to the procedures of the Oregon Employment Relations Board.

1.3 Temporary employees, and part-time employees regularly scheduled to work less than twenty (20) hours per week, or volunteers with statutory authority as a police officer (reserves) shall serve the City as *at will* employees and are not subject to the provisions of this agreement, except that reserve police officers will have the protections in Article 14 associated with Officer Involved Shootings and the Legal Defense Fund benefits set forth in this Agreement. This section will apply regardless of their affiliation with the Association.

1.3.1 A temporary employee is one who works one thousand and eighty (1080) or less hours in any fiscal year.

1.3.2 Part-time employees who are regularly scheduled to work thirty (30) or more hours per week shall receive health and welfare benefits, and pro-rata leave benefits pursuant to this Agreement.

1.3.3 All temporary employees and/or part-time employees (regardless of regular hours worked in a week) shall be paid at a rate of pay in keeping with the City of Astoria Salary Resolution.

1.3.4 Upon request, the City shall provide the Association President with a written report of all temporary and/or part-time employees employed by the City by and through the Astoria Police Department. Such report shall include name, classification, date of hire, regular hours scheduled, rate of pay, and whether the employee is receiving any benefits from the City pursuant to this Agreement and/or City policies.

1.4 Work Back. If a retiring or retired City of Astoria employee is chosen by the City to be a PERS retiree employee of the City, as allowed by SB 1049 (2019), that retiree employee can work back full-time, or can work in a classification specified in section 1.1 of the Agreement. That employee shall be represented by the Association and subject to the terms and conditions of this Agreement except as modified in the Subsections 1.4.1 through 1.4.7 below:

1.4.1 Seniority for the retiree employee for the purposes of layoff, recall and vacation bidding shall date from the first day of the workback employment;

1.4.2 Seniority for the retiree employee for purposes of benefit accrual shall be the initial hire date and total years of service with the City;

1.4.3 There is no probationary period;

1.4.4 During the first twenty-four (24) full calendar months, a retiree workback employee shall not be regularly assigned to any non-patrol or non-Dispatcher position or assignment.

1.4.5 Any Astoria Police Department employee represented by the Association who retires in good standing and gives the City thirty (30) or more calendar days written notice of intent to retire and is eligible for retiree work back pursuant to ORS 238 and/or SB 1049 (2019), and is chosen by the City to work back, shall be appointed by the City back into the position classification from which the employee retired. (For example, if a police officer retires on May 31 and is eligible for retiree work back, that police officer shall automatically be appointed as a police officer and begin retiree work back on the date agreed upon and designated by the City and the employee at the time notice is given and accepted.)

1.4.6 The City may choose to discontinue retiree work back as a matter of policy subject to mandatory impact and/or effects bargaining with the Association prior to the discontinuation of the retiree work back option.

1.4.7 This Article 1.4 shall not apply to a PERS retiree whose prior service was as an employee of any other public employer. Such work back shall be regarded as an initial hire under this Agreement and Oregon PERS law which applies.

1.5 The City shall not create multiple part-time positions within bargaining unit classifications with regular combined scheduled hours that equal or exceed one (1) FTE in order to avoid maintaining a full-time position in the classification.

1.6 The parties shall treat any reserve officers in a paid or unpaid capacity, and retirees who work back in a temporary or part-time position, as follows:

- a) **Association Membership.** Reserves and retirees who work back in less than a full-time capacity may be eligible for membership in the Association as an “associational matter” left to freedom of choice. The City will honor and abide by that freedom of choice. However, this Agreement shall only apply to these types of Association members if this Agreement explicitly applies a contract term or benefit to them by reference.
- b) **Use of Deadly Force.** For use of deadly force situations the process and procedural terms of this Agreement and Department policy shall apply to reserve officers and retirees working back with regard to ORS 181.781 et seq. and Clatsop County’s Officer Involved Shooting protocols as well as those of the City and the Association concerning investigation, statements, and representation.
- c) **Role and Duties of Reserves and Retirees.** Reserves and retirees shall not be used to supplant or replace bargaining unit positions. Reserves and retirees may not be used to take overtime opportunities away from Association represented employees. Overtime worked by reserve officers and retirees must be offered to the Association members first.
- d) **Effect of Labor Agreement.** Reserve officers and retirees shall be accorded the same indemnity, defense, and post use of force representation and advice as the regular officers of the City. If, a reserve officer or retiree working back is not entitled to participate in PORAC or any other comparable benefit provided to regular police officers under this Agreement by virtue of the reserve officer’s exclusion from the Association then the City shall pay the PORAC rate to a qualified provider for any comparable service to which a reserve officer may become entitled by virtue of involvement in a use of force event. If the reserve and retirees are eligible to participate in PORAC or a similar program, the City will pay the cost of such participation to the same extent as for regularly employed police officers in the bargaining unit.
- e) **Appointment to Regular Employment.** A change in status from “reserve” police officer to “regular employee” will occur only based on an application and hiring process and in accordance with City personnel practices, and not as a promotion or transfer. Reserves shall be entitled to apply for any in-house City recruitment to the same extent as a regular City employee. A selection to become a member of the Association will not provide any obligation on the part of the City to select such a member to a position of employment.

ARTICLE 2 – ASSOCIATION SECURITY

2.1 Membership. All employees of the City covered by this Agreement who are members of the Association in good standing on the date this Agreement is executed shall remain members in good standing and those who are not members on the date this Agreement is executed may, on or after the 30th day following the date this Agreement is executed, become and remain members in good

standing in the Association. Payment of the Association dues and any initiation fees shall be indication of the employee's desire to become a member of Association.

2.2 Notification of Employment. The City agrees to notify the Association, in writing, within seven (7) days from the date of first employment of any employee subject to this Agreement, of the name of such employee, home address, the position for which employed and the date of employment. For the purposes of explaining this Agreement an Association representative shall be entitled to meet with any new hire for up to one (1) hour during the new hire orientation. Such meeting shall be paid for both the new hire and the Association representative, provided however that no overtime shall be incurred as a result of such meeting.

2.3 Check-off. The City shall honor the Association check-off system in whatever amount designated and in such manner as prescribed by law and/or this Agreement. For such employees of the City who certify in writing that they authorize deductions of Association dues and/or initiation fees, the City shall deduct for the first paycheck each month such amounts not to exceed the Association provision in effect. Such funds shall be remitted promptly to the authorized Association officer or transferred to the Association's bank account designated by the Association to receive such funds by use of electronic funds transfer (EFT) arrangements suitable to the parties' respective financial institutions. The parties will devote necessary, reasonable effort to establish and maintain electronic funds transfer (EFT) methods as a matter of mutual convenience and efficiency.

2.4 Apolitical Member Choice. Employees who do not select Association Membership may choose Apolitical status and agree to make Apolitical Member choice monthly payments to the Association in an amount determined by the Association. Such Apolitical Member choice monthly payments shall be the same amount paid by regular Association members. The City will deduct each month the Apolitical member payments and shall remit these funds in the same manner as dues check-off amounts described in Section 2.3.

2.5 Nonmembers. An employee of the police department in a job classification represented by the Association who chooses not to be a member or an Apolitical member of the Association, shall be a nonmember of the Association. Such employees shall be represented by the Association. The City recognizes the Association as the exclusive representative of all employees in the bargaining unit positions, including such nonmember employees, as provided for by the PECBA relating to mandatory subjects of bargaining, subjects with mandatory impacts, and the application and enforcement of this Agreement.

2.6 Defense and Indemnity. The Association will indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City as a result of the City's compliance with and/or enforcement of the provisions of this Article or as a result of any check-off; provided however that the Association shall not be liable for obligations to any employee which were not paid by the employee due to payroll withholding error or other reason.

2.7 Association Visits. Authorized agents of the Association shall have access to the City's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided however, that there is no interruption of the City's work. Such Association Agent shall advise the City of his presence

and his intended visit upon arrival at the City's establishment when he first enters the premises.

2.8 Bulletin Board. The City agrees to furnish and maintain suitable bulletin board space in convenient places in each work area to be used by the Association. The Association will limit matters posted to factual matters and notices concerning Association business.

2.9 Association Business. After the yearly APSA election of officers, the Association officers and authorized representatives shall be communicated in writing to the City. With as much notice as practical in advance, an authorized representative shall be granted time off without loss of pay for the purpose of meeting with the City within the scope of representation. The Association shall give the City as much notice as is practical when an authorized representative needs time off with pay to conduct Association business. Subject to emergencies and operational needs of the Police Department, designated Association representatives will be authorized to engage in Association activities without loss of pay when necessary during the work shift (i.e., administration of this Agreement, investigate grievances, attend investigatory meetings and/or due process hearings, participate in collective bargaining, arbitration and/or an administrative hearing, labor relations interactions with the City, representation and Association support of officer involved shootings and/or traumatic use of force incidents, matters related to and/or associated with potential discipline); provided, however, that (1) these rights shall not be abused, and (2) on-duty Association representatives must obtain supervisor authorization before prioritizing Association activity during hours of work, and (3) an on-duty Association representative may be required to obtain shift coverage before prioritizing an Association representative role which has been authorized by a supervisor. The Association may use City facilities for Association meetings in compliance with City policies applicable to any group using City facilities. On-duty personnel may be allowed to attend Association general membership meetings with five (5) days' notice of the meeting as long as the operational needs of the City are met.

2.10 Attendance at Bargaining. Two (2) on-duty Association Members shall be permitted to attend negotiating sessions with the City without loss of pay relative to securing Agreement renewal. Attendance shall be subject to call. Reasonable advance notice shall be given to the City with as much time as is practical in advance of the anticipated absence(s). The dates, times and places for these negotiating sessions shall be established by mutual consent between the parties. The parties may agree that additional Association members will be permitted to attend negotiation sessions with the City without loss of pay and/or in an on-duty status.

Association bargaining team members may choose to flex their work shift and/or trade their work shifts to facilitate bargaining and/or labor relations meetings with the City, so long as they communicate these changes in their work shift hours to the Chief or designee with at least forty-eight (48) hours advance notice and shift coverage is maintained.

2.11 Assessment of Fees to Nonmember. The Association, as the exclusive representative of employees covered by this Agreement, may be required to represent a Nonmember of the Association and to incur costs and expend Association resources in so doing. Therefore, the parties recognize that the Association may assess and charge fees for such representation to any Nonmember. If a Nonmember fails to pay the Association cost/fees assessed to the Nonmember by the Association in connection with Association representation, the Association may use the legal process to assert its claims and collect amounts due to the Association. If a Nonmember and the Association enter into an agreement and written payroll withholding arrangement signed by the

Association and the Nonmember which is intended to avoid collection litigation and garnishment of wages, the City will honor the Agreement and the payroll deductions thereby designated in writing.

ARTICLE 3 – NON—DISCRIMINATION

3.1 Gender Reference. All references to employees in this Agreement designate both sexes, and whenever the male gender is used, it shall be construed to include male and female employees.

3.2 Equal Employment Opportunity. The provisions of this Agreement shall be applied equally to all employees in the Association without discrimination as to marital status, family status, domestic partnership, sex, sexual orientation, gender identity/expression, religion, race, color, national origin, physical or mental disability which can be reasonably accommodated, age, Association affiliation or political affiliation.

ARTICLE 4 – COMPENSATION

4.1 Wages. Employees shall be paid in accordance with the salary schedule as follows:

4.1.1 In place of wage increases in the first year of the contract, the Association has elected for all employees to receive a 3% PERS Pickup, retroactive to July 1, 2025. See Article 4.4

4.1.2 Retroactively effective July 1, 2025, the pay range for Records Specialist will be increased by 2% as a market adjustment. Increases will be paid to those employed at the time of contract ratification and will be computed based on the W-2 wages paid during the retro period. All retroactive increases will be calculated and processed by the City within eight (8) weeks of the execution of this Agreement.

4.1.3 Retroactively effective July 1, 2025, the pay range for Senior Records & Evidence Specialist will be increased by 7% as a market adjustment. Increases will be paid to those employed at the time of contract ratification and will be computed based on the W-2 wages paid during the retro period. All retroactive increases will be calculated and processed by the City within eight (8) weeks of the execution of this Agreement.

4.1.4 In place of wage increases in the second year of the contract, the Association has elected for all employees to receive an additional 3% PERS Pickup, retroactive to July 1, 2026. See Article 4.4

4.1.5 Effective July 1, 2027 all employees' pay ranges will receive a 2-4% COLA, based on CPI-U West Region annual average for the calendar year prior.

4.1.6 For each pay increase set forth in Sections 4.1.1 to 4.1.3, see Attachment A.

4.1.7 Upon satisfactory completion of five (5) years of employment, a Police Officer will receive the title of Senior Police Officer and move to the corresponding pay scale in Attachment A. Upon successful completion of the probationary period, the City shall consider commensurate time worked as a police officer with other law enforcement agencies towards meeting the 5 year eligibility requirement for the title of senior police officer and corresponding pay scale in Amendment A. Eligibility for Senior Police Officer title and pay does not affect seniority status.

4.2 Salary Schedule Administration. Increases will be applied to Step 1 and graduated by five percent (5%) increments to Step 5.

Upon movement to a higher classification an employee shall move to the step of the higher salary range which is at least five percent (5%) greater than the employee's current wage step.

4.3 Schedule Movement. New employees will be placed on the salary schedule at the City's discretion. Employees will move annually on the anniversary of their date of hire/position transfer on the salary schedule based on satisfactory performance.

4.4 Retirement. Employees in the bargaining unit shall participate in the Public Employees Retirement System. The City shall pay the employer rate as established by PERS. Beginning retroactively on July 1, 2025, the City will pay three percent (3%) of the employee's contribution as a PERS pickup and employees will contribute three percent (3%) of wages through a pre-tax payroll deduction, in compliance with PERS and IRS requirements. Effective July 1, 2026, the City's PERS pickup will increase to six percent (6%) of the employee's contribution.

4.5 Personal Leave. Each employee will be provided with ten (10) hours (pro-rated for part-time employees) of personal leave per year. Leave requested at least ten (10) days in advance shall be approved, provided however that such time off may be disallowed in the event of extraordinary operational need. Extraordinary operational need does not include avoidance of overtime due to minimum staffing needs. Use is for any personal or business needs at the discretion of the employee and must be used within the fiscal year.

4.6 Pay Day. Employees will be paid on the 6th of the month. Full-time employees are eligible for a partial payment or "draw" to be issued on the 20th of the month if the employee enrolls in this pay option. Exceptions to the policy are that if the 6th or the 20th of the month falls on a weekend or a holiday, paychecks or draws will be distributed on the last working day before the weekend or holiday.

In the event the City opts to change paydays, at least thirty (30) days' notice shall be given to the Association/employees before such change is implemented. Once notice of such a change is received, the Association may exercise its right to bargain about such change

4.7 Form of Compensation. Employees may choose whether they receive overtime compensation in the form of time off or pay, unless payout option is restricted by the funding source (ex. grant funded projects). In any event, employees may not accrue more than two hundred forty (240) hours of compensatory time. All overtime worked when an employee has two hundred forty (240) hours of comp time on the books shall be paid. Compensatory time off may be used upon mutual agreement between the employee and their immediate supervisor.

4.7.1 If an Association Member has a compensatory time balance above one hundred sixty (160) hours, the City may elect to purchase up to forty (40) hours of compensatory time. The City may not cause the balance of compensatory time to fall below one hundred sixty (160) hours. This purchase may be initiated once each fiscal year. Notice will be made by the City one pay period in advance of the intended purchase.

The City may request to purchase additional hours of compensatory time from an Association member. The City will make the request of the affected Association member one pay period in advance of when the City is requesting to make this purchase. The

Association member may decline the request without consequence.

In addition, an Association member can have the City purchase up to forty (40) hours of compensatory time once a year. The Association member will notify the City one pay period in advance of the requested purchase. The employee can request additional hours be purchased throughout the year, but the City may decline or offer a modification to the request.

4.8 Overtime. All hours paid and/or work performed in excess of forty (40) hours, in a work week or eight (8) or ten (10) hours or twelve (12) hours in a workday, when assigned to that length of shift, shall be considered overtime and will be compensated at the rate of time and one-half (1½) the employee's regular rate of pay.

Paid leave accrual cannot be voluntarily used by an employee on days off to incur overtime. However, directed work on days off will be eligible for overtime.

If employees are assigned to a twelve (12)-hour work schedule, they will receive overtime compensation for all hours compensated in excess of one hundred sixty-eight (168) hours in the twenty-eight (28)-day work cycle as specified by the 7(k) exemption under the federal Fair Labor Standards Act or in excess of twelve (12) hours in a workday.

With the exception of court time and call in, an employee is not entitled to be compensated twice for the same hours of work.

4.8.1 For Dispatch only: Overtime opportunities known at least seventy-two (72) hours in advance of the need for the coverage shall be offered to employees based upon seniority. Overtime opportunities known with less than seventy-two (72) hours advance notice shall be filled by the first available employee who chooses to accept the overtime opportunity.

4.9 Court Time. For Police Department employees required to appear or attend court cases on scheduled time off, the pay shall be at the overtime rate with a three (3) hour minimum. If notice of cancellation is made after 5:00 p.m. of the day prior to the court appearance, employees will receive three (3) hours of pay at the overtime rate.

If a subsequent court appearance is required within three (3) hours of the previous court appearance, it shall be considered part of the previous appearance and no new three (3) hour minimum shall apply. However, if actual court time on that day exceeds three (3) hours, then court overtime pay will be based on actual court time worked.

If the employee receives a subpoena after scheduling a day off, the employee is eligible for overtime pay. However, if the employee receives a subpoena first and then schedules a day off, the employee is not eligible for overtime call-back. Members of the bargaining unit who submit requests for time off knowing in advance they have been subpoenaed to a court appearance will have their vacation or compensatory time banks credited with the actual number of hours spent in court.

4.10 Deferred Compensation. It is understood and agreed the City shall allow deferred compensation to be an option available to Association employees. Such employees can change the conditions of deferred compensation no less than annually, or as otherwise determined by the City and allowable under State and federal laws.

4.11 Stability Pay. Upon completing five (5) consecutive years of full-time service with the City, employees shall become eligible for stability pay, calculated as a percentage of their base salary according to the schedule below.

After 5 years – 2%

After 10 years – 3.5%

After 15 years – 4.5%

After 20 years – 6%

4.12 Certification Pay. Dispatchers, Communications Operations Supervisor, Police Officers and Senior Police Officers may receive incentive pay for Intermediate and Advanced certificates. For Intermediate certification level, the employee shall receive an additional three and one-half (3.5%) of their base pay. For Advanced certification level, the employee shall receive an additional three and one-half percent (3.5%) of their base pay with a maximum of seven percent (7%). The incentive pay shall begin on the first pay period after the date the employee is certified by the DPSST.

4.13 Senior Dispatcher Premium. Upon satisfactory completion of five (5) years of employment as a City of Astoria Dispatcher, a Dispatcher will become eligible for pay as a Senior Dispatcher computed as a five percent (5%) premium based on Step 5 of the Dispatcher salary range. “Satisfactorily completed” as used in Section 4.13 means having received no economic discipline within the eighteen (18) month period prior to advancement to Senior Dispatcher. If an employee does not qualify at their fifth (5th) anniversary from their date of hire, the employee shall advance to and receive the Senior Dispatcher premium pay upon their first salary anniversary date when the qualification criteria are met.

4.14 Assignment Pay. The City reserves the right to assign employees to special assignments. Criteria and terms of assignments will be set at the time of the assignment.

4.14.1 Detective. Police officers assigned as a detective will be paid a ten percent (10%) premium, based on base pay rate, during the period of the detective assignment.

4.14.2 Lead Dispatcher. A Dispatcher assigned as Lead Dispatcher will be paid a premium of ten percent (10%) above the Dispatcher base rate of pay and in addition to the Senior Dispatcher premium to which the employee is otherwise entitled.

4.14.3 Evidence Custodian. One Senior Records & Evidence Specialist will be assigned as the Evidence Custodian responsible for operation of the property & evidence facilities and will be paid a ten percent (10%) premium, based on base rate of pay.

4.15 Responsibility Pay. Unless otherwise designated, the most senior officer on a shift without a patrol sergeant on duty shall be considered an acting supervisor and responsible to approve reports and direct work during the absence of a sergeant. Officers who assume or are designated this responsibility will be compensated five percent (5%) above the officer’s regular pay rate during the time they perform any of this type of work or hold this responsibility.

Employees who work out of class as an acting sergeant, for full shifts, thirty (30) consecutive days or more shall be compensated at the sergeant pay scale that is at least five percent (5%) over the employee’s current pay rate.

If the temporary assignment is to a position outside the bargaining unit, the employee shall be subject to the conditions of employment which apply to a regular employee in the same position;

however, during the temporary assignment outside the bargaining unit, the employee shall continue to pay monthly dues uniformly charged to bargaining unit members.

4.15.1 Dispatcher Solo Pay. Dispatchers who are required to work alone for one (1) hour or more when two (2) or more Dispatchers are regularly scheduled shall receive a premium pay of ten percent (10%) for each hour or portion of an hour that they work alone.

4.16 Call In. An employee recalled after completion of his/her regular shift shall be paid a minimum of two (2) hours compensation at the overtime rate. Call in shall only apply if the employee is recalled to work after the employee has left the department subsequent to a shift. It shall not apply to time annexed to the end of a shift.

Call in time will begin when the employee is at the assigned place of work and prepared to deploy.

If an employee is assigned training on a normal day off duty and such training is canceled without notice to the employee at least twenty-four (24) hours in advance of the training start time, the employee shall receive two (2) hours compensation.

4.17 Field/Communications Training Officer Premium. Police Officers, Senior Police Officer, Dispatchers, Senior Dispatchers or any other employee assigned by the Chief as a Field or Communications Training Officer who are required to train officers and communication operators respectively shall be paid an additional six percent (6.0%) compensation for all hours actually worked in a training capacity.

4.18 Bilingual Premium. Employees covered by this agreement shall receive additional compensation of five percent (5%) of base pay for fluency in Spanish, American Sign Language, or other languages as deemed necessary by the Chief of Police and the City Manager. Any employee shall be considered qualified to receive the additional pay if they pass a fluency examination testing both speaking skills and reading comprehension, as established by the City. The employee must continue to demonstrate proficiency when requested.

4.19 Phone Calls While Off Duty. The Department discourages communication from the City/Department to off-duty employees unless absolutely necessary. If an off-duty employee receives a text/phone call/communication from a supervisor or an employee at the direction of a supervisor and the communication is related to his/her work for the City, the employee shall be compensated with fifteen (15) minutes of compensatory time per communication. If a communication lasts longer than fifteen minutes, the employee shall be compensated in compensatory time to the nearest fifteen (15) minutes, rounded up. An employee is not required or obligated to respond to an off-duty communication from a supervisor.

This section does not apply to employees being called:

- a) to check the availability for a call-out or shift coverage, or to assign/grant call-out or overtime work;
- b) to be notified of a subpoena or subpoena cancellation;
- c) to inform the employee of a phone message left for an employee, unless an employee is directed to return the phone call;
- d) to ascertain information or locate items not available to the supervisor or an officer due to inaction, inattention or oversight of the employee.

Text messages responding to the initial communication are considered a single communication.

ARTICLE 5 – VACATIONS

5.1 Accrual. Vacation leave is accrued on an hourly basis and calculated based on years of service from the employee's date of hire. For partial months worked, accruals will be prorated based on the number of hours the employee is paid by the City during that month. The schedule is as follows:

Years of Service	Hours Per Month
0 - 5	8
5 - 10	10
10 – 15	12
15 - 20	14
20+ years	17

5.2 Scheduling. A vacation sign up list will be posted on October 1 of each year. The list will remain posted until all employees have an opportunity to select vacation as described in 5.2.1 and 5.2.2. All employees assigned to patrol or dispatch during this time period shall select an initial vacation period for the following calendar year according to a seniority list. The vacation period selected shall be a continuous block of time. No more than two (2) members will be guaranteed the same period time off.

5.2.1 Employees will have two (2) calendar days after their name rises to the top of the seniority list to select their first choice. Employees do not have to select an initial vacation period and may waive their selection. If so, the employee will move to the bottom of the seniority list.

5.2.2 After all employees on the seniority list have had the opportunity to select or waive an initial vacation period; employees may select a second vacation period as described in 5.2.1.

5.2.3 After the second round of seniority vacation selections, all other vacation time requests for this time period will be on a first come first serve basis. Requests made under this subsection that do not incur overtime can be made at any time. Requests made under this subsection which will incur overtime must be made at least 14 days in advance of the requested date. Individual requests will be considered based on operational needs if less than 14 days' notice. In the case of duplicate requests for the same period the approval will be based upon the time and date of the written request or e-mail received by the Chief of Police or designee. Employee requests will be approved or denied within five (5) working days.

5.2.4 Once the first choice vacation has been approved, the City may not change the employee's schedule except in the case of an emergency.

Vacation Cancellation: If, with knowledge that an employee will incur costs, an employee's scheduled vacation is cancelled by the Chief of Police, without consent of the affected employee because of an emergency, the City shall reimburse the employee for actual non-recoverable deposits made for the employee and his/her immediate family based on the employee's reliance on the scheduled vacation period. This reimbursement will be limited to \$1,000. Employees shall, upon management's request, provide verification of the amount of non-refundable

deposits and expenses incurred due to the cancellation of a vacation.

Reimbursement will only occur as a result of an affirmative action on the part of the Chief of Police. No other entity can trigger this obligation.

5.2.5 Vacation Scheduling During FTEP. Notwithstanding any other provision of the CBA, employees currently in FTEP training as a trainee shall only be granted vacation requests at the approval of the Chief or designee.

5.3 Maximum Accrual. The maximum accrual for vacation leave is 280 hours for employees with less than ten (10) years of service and 320 hours for employees with ten (10) or more years of service.

No exceptions will be granted to exceed these accrual limits.

5.4 Vacation Cash Out. Employees who use eighty (80) hours or more of vacation during the calendar year and have a remaining balance of not less than forty (40) hours of vacation, may cash out up to forty (40) hours of any unused vacation accrual. This is a once per year election which must be made in writing to the Chief of Police, and copied to the Finance Director. This election must be made between the first and twentieth day of the month excluding July 1st through July 31st. The cash value will be included in following month's paycheck.

5.5 Termination of Employment. An employee's final pay upon termination of employment shall include the value of earned and unused vacation.

5.6 Call-Backs from Vacation. In the event that an employee is required to be called back to work by the Department for any purpose during a period of authorized vacation leave or day off adjacent thereto where the vacation has been approved by the City; the employee shall be paid at the overtime rate for all hours worked, subject to a four (4)-hour minimum callback provision. The employee shall not have any vacation time charged against his account for the portion of a day during which the employee has been recalled to the service of the City.

When the employee is called back from vacation and the distance is in excess of fifty (50) driving miles. The driving miles will be determined using the route found to be the fewest miles by an accepted mapping source such as Google Maps, the City shall pay all reasonable travel cost of the employee.

ARTICLE 6 – HOLIDAYS

6.1 Recognized Days. The following shall be recognized as holidays:

New Year's Day	Labor Day
M.L. King Jr. Day	Veterans Day
Presidents Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Christmas Eve (1/2 day)
Fourth of July	Christmas

Employees who are scheduled for a regular Monday through Friday (non-shift) workweek shall observe the legal holiday per the current Payroll Calendar posted on the City's "All City" drive.

6.2 Holiday Pay. Employees shall receive eight (8) hours pay with the exception of Christmas Eve which shall be four (4) hours, at the employee's regular rate for each holiday in addition to the employee's regular pay.

6.3 Holiday Work. Employees required to work on a holiday shall be compensated at time and one-half (1½) for all hours worked on the designated holiday, in addition to eight (8) hours of holiday pay provided in Section 6.2 above. For the purpose of computing hours worked on a holiday, the 24-hour clock will be utilized to determine the hours to be compensated at time and one-half (1½). Employees who work Christmas Eve will be paid at time and one-half (1½x) for all hours worked on December 24th. *(Example: If an employee's shift commences on July 4 at 2300 hours, the employee will be credited with one (1) hour of work on the holiday. If the employee's shift commences on July 3 at 2300 hours, the employee will be credited with seven (7) hours of work on the holiday.)*

ARTICLE 7 – SICK LEAVE

7.1 Purpose. To allow paid leave for an employee to address qualifying medical and family needs consistent with City personnel policy manual. The City will comply with all state and federal laws for leave administered under this article.

7.2 Accrual. Full-time employees accrue sick leave at the rate of eight (8) hours per month and the maximum accrual is two thousand eighty (2080) hours. Accruals for partial months worked or during a leave of absence will be prorated based on the total number of hours worked and accrued leave reported on the monthly timesheet.

Part-time employees accrue sick leave in an amount proportionate to that which would be accrued under full-time employment. The maximum accrual is also prorated based upon the number of hours normally worked.

7.3 Eligibility. New employees will accrue sick leave from the date of employment and can utilize accrued sick leave benefits without a waiting period.

7.4 Notification. Employees are required to notify the immediate supervisor and, if not available, then the Emergency Communications Center of the intent to use sick leave as soon as possible, but in no event later than their starting time.

For a temporary disability which is predictable, the employee should give their immediate supervisor sufficient notice to plan for staffing during the employee's absence.

7.5 Medical Leave without Pay. Employees are required to exhaust all accrued leave including sick, vacation, personal, and compensatory time off before unpaid leave will be granted. The only exception is when the employee has an approved Paid Leave Oregon (PLO) claim, in which case the employee may choose to use City-paid leave accruals in addition to receiving PLO benefits.

7.6 Long Term Leave Notice Requirements. Employees must communicate with immediate supervisor and complete the leave request process with the Human Resources Department and may need to provide certification from a healthcare provider depending on the type of leave. The employee must notify the immediate supervisor as soon as the healthcare provider releases the employee to return to work and a signed work release must be provided to the immediate supervisor on or before the date of the first day back to work. The release should indicate the date

they're released to work and whether the individual is released to full duty or modified duty. If the employee is released to modified duty, the release should include detailed information on what the employee can or cannot do and the anticipated duration of modified duty. The release will need to be evaluated against the essential functions of the position and the availability for modified duty before scheduling a return-to-work date.

7.7 Utilization. Employees may utilize their accumulated sick leave for the following purposes:

On or off-the-job illness or injury which renders the employee unable to safely perform their work duties based on a healthcare provider or public health guidance. In the event of an on-the-job illness or injury, an employee may be charged one-third (1/3) of a sick day per eight (8) hours of illness or injury.

Medical or dental appointments that cannot reasonably be scheduled during non-working time.

Each employee shall be allowed to use sick leave for an illness or injury in the employee's immediate family. Criteria to be met are that the employee's presence must be required and a healthcare provider's note to that effect may be required. For the purpose of this section, the immediate family means - mother, father, spouse, children, siblings or mother & father-in-law of the employee. A person or persons who reside in the employee's home as their primary residence may be considered a family member. The determination of family member in these instances will be made by the City Manager or designee.

The City retains the right to require a healthcare provider's note for authorization of sick leave in excess of three consecutive work days.

If the City requests a note, during the time required to attend the appointment related to the employee's use of sick leave with a healthcare provider, an employee will move from sick time to straight time. This move is to avoid the employee using sick time but does not confer a status of at work for any purpose.

7.8 Sick Leave at Retirement. Employees who are Tier One/Tier Two plan members in a Police & Fire unit, as defined by PERS, are eligible for the PERS Unused Sick Leave Program. At termination or retirement from the City, the net unused sick leave will be reported by the City to PERS for an enhanced retirement benefit. The net unused sick leave will be calculated in accordance with PERS requirements. This benefit may only be utilized as allowable by law. Tier One/Tier Two Members in a General Service unit and all Oregon Public Service Retirement Plan (OPSRP) members are not eligible for the Unused Sick Leave Program under PERS program rules.

Upon retirement from the City under PERS with at least ten (10) years of continuous service, Tier One/Tier Two plan members in a General Service unit and all OPSRP plan members will receive a payout of up to one-half (1/2) of their unused sick leave, with a maximum limit of four hundred (400) hours paid out.

ARTICLE 8 – OTHER LEAVES

8.1 Non-Medical Leave Without Pay The City will consider a written request for a leave of absence without pay for a non-medical reason on a case-by-case basis. Leave of absences without pay for medical reasons are covered under Article 7. The written request will be submitted to the Chief or designee and then be submitted to the Human Resources Department and must describe the reason a leave of absence is being requested and include specific leave dates. The City may terminate or cancel such leave by thirty (30) days written notice mailed to the address given by the

employee on his/her written application for such leave. Such leave shall not be approved for the purpose of accepting employment outside the service of the City; and notice that the employee has accepted employment or entered into a full-time business or occupation may be accepted by the City as a resignation.

8.1.1 Any employee who is granted a leave of absence without pay under this Section and who for any reason fails to return to work immediately upon the expiration or termination of said leave of absence shall be considered as having resigned his/her position with the City.

8.1.2 Employees on leave without pay, for any reason, shall not accrue any benefits.

8.2 Jury Duty. Employees shall be permitted to serve as a juror without loss of pay for such time required for travel to the courthouse. Upon completion of jury duty on a work day, the employee will telephone the Deputy Chief or a supervisor to determine whether and when to return to work.

8.3 Military Leave. Military leave shall be granted and paid in accordance with State and federal law.

ARTICLE 9 – HOURS OF WORK

9.1 Work Week The full-time workweek shall normally consist of five (5) eight (8) hour days, four (4) ten (10) hour days or a modified two (2) three (3) two (2) twelve (12) hour shift. Employees working a 5/8 hour schedule will normally receive two (2) consecutive days off. Employees working a 4/10 hour schedule will normally receive three (3) consecutive days off. The City's workweek shall begin 12:01 a.m. on Monday and ends at Midnight on Sunday. If a shift change affects the number of Sergeants the City will retain, the last promoted Sergeant will be allowed to return to the bargaining unit with no loss of seniority.

9.2 Shift Assignments. Shift assignments will be made by the Chief or his designee. Due consideration will be given to employee requests for shift assignments.

9.3 Meal Periods. Police Officers and Dispatchers will be entitled to a thirty (30) minute paid meal period during each full shift. The nature of the work for these employees is such that a full and complete meal period may not always be accomplished as they are required to be available at all times during their shift. Dispatchers will remain at the radio console during their meal period unless other qualified personnel are available for relief. Qualified personnel shall be scheduled on a daily basis to relieve a dispatcher for lunch. Subject to operational requirements and emergency responses, employees will take meal periods at times and in a manner which complies with Oregon law and City policy.

9.4 Rest Periods. Police Officers and Dispatchers will be entitled to a fifteen (15) minute paid rest period during each half (1/2) shift as approved by the City. The nature of the work for these employees is such that a full and complete rest period may not always be accomplished as they are required to be available at all times during their shift. Dispatchers will remain at the radio console during their rest period unless other qualified personnel are readily available for relief. Even if relieved, the dispatcher will remain available for immediate return to the workstation.

9.5 Scheduling. The City shall make every reasonable effort to post work schedules for the Police Department twelve (12) weeks in advance of the implementation date. Changes may be made after the schedule is posted. Individual shift changes require seven (7) days' advance notice. If the City changes the schedule with less than seven (7) days' notice, the schedule change will be in force but the penalties in 9.5.2 will be imposed. The City shall make a reasonable attempt to contact individuals by telephone, text or in person whenever an individual's schedule is adjusted. Where notice is greater than ten (10) days, email, text or other written communication may be used.

9.5.1 Waiver of 7-Day Notice. An employee subject to the seven (7) calendar-day notice provision in subsection 9.5 above may voluntarily elect, in writing, to waive the seven (7) calendar-day notice. The written voluntary waiver election by an employee will allow the employee to choose to alter their regular work shift start times and/or regular work shift stop times during the employee's regular work week and will allow the employee to choose to alter their regularly scheduled days off during the employee's regular work week. A written voluntary waiver election may only be used by an employee once in any consecutive eight (8) work weeks. The City shall provide a copy of any 9.5.1 waiver to the Association President or designee at the time the City accepts the waiver from the employee.

9.5.2 Penalty for Failure to Give 7-Day Notice. Failure to comply with the notice requirements set forth in subsection 9.5 above, shall result in the affected employee receiving pay at the rate of one and one half (1½) times the employee's regular rate of pay for the hours worked by the affected employee before or after the employee's regular start times and/or regular stop times, in the employee's regular work schedule, not to exceed forty (40) hours at the premium rate of one and one half (1½). Members currently in FTEP training as a trainee are exempt from this provision and may have schedules permissibly moved with less than seven (7) days' notice at the discretion of the Chief or designee.

9.5.3 Return to Work Upon mutual agreement, employees who have been on modified duty and are cleared to return to work may be returned immediately upon Human Resources' review of the healthcare provider's return-to-work release and are not subject to the seven (7) day notice specified in Section 9.5

9.6 Shift Trades. Employees may trade shifts, with the approval of the Chief or designee, as long as such trade does not affect the operational needs of the Department. Employees that are trading shifts must complete the Shift Exchange form, and have it appropriately approved, prior to making any shift trades. Premium pay on holidays shall transfer to the employee working for another employee in a shift trade capacity.

9.7 Safety Release. An employee who is required by the City to work sixteen (16) or more hours in any twenty-four (24)-hour period and who is scheduled to work in the next twenty-four (24)-hour work day shall be guaranteed at least eight (8) hours off-duty before being required to return to work.

Hours comprising the safety release will not be compensated in addition to pay obtained for work. Employees will be allowed to adjust their schedule to complete their previously scheduled hours.

As soon as an employee becomes aware that the safety release may be triggered, he should contact the on duty supervisor.

During an extraordinary crisis situation involving extended operations (e.g. natural disaster, ongoing civil unrest), this Section may be suspended at the approval of the City Manager.

Employees assigned to the Detective's assignment occasionally are called to work on major

investigations which may require the employee to work hours beyond the safety release hours as described in section 9.7.1 below. This Section may be suspended at the approval of the Chief of Police or his designee under these circumstances.

9.7.1 As to Section 9.7 above, the following is an example of how an employee will be compensated:

- a) A graveyard shift employee works 1800-0600 [twelve (12) hours worked]. The graveyard shift employee is required to be in court from 0900-1500 [six (6) hours worked].
- b) A total of eighteen (18) hours is worked. The employee is required to have eight (8) hours off. The employee will not return to work until 2300. The employee, at his option, can work from 2300-1100 [twenty-four (24) hours of straight time and six (6) hours of overtime] or work 2300 – 0600 [nineteen (19) hours of straight time and six (6) hours of overtime].

ARTICLE 10 – HEALTH AND WELFARE

10.1 Medical/Dental/Vision. The City will pay ninety percent (90%) of the cost of premiums for medical, dental and vision benefits through CIS (CityCounty Insurance Services) for eligible employees working thirty (30) hours or more per week and dependents. The plans provided will be CIS Copay E RX7, CIS Dental Plan-Delta Dental II, CIS Vision Plan VSP-A and Copay E Alternate Care Rider. Any premiums that exceed the ninety percent (90%) cap will automatically be deducted from the employee's paycheck. Employees working thirty (30) hours or more per week are eligible for coverage effective the first of the month following the date of hire in accordance with terms of the insurance plan and/or CIS rules.

10.1.2 Health Reimbursement Arrangement (HRA). The City will make a monthly HRA contribution for employees enrolled in CIS medical coverage and eligible to participate in the HRA. Employees who waive or are not enrolled in medical coverage are not eligible for contributions. Contributions begin the first of the month following the date of hire and are deposited one month in advance. The City will make the following contributions based on current plan amounts:

- \$140 per month (\$1680 annually) for employees with employee-only medical coverage; or
- \$180 per month (\$2160 annually) for employees enrolled in medical coverage for themselves and at least one (1) dependent.

For employees who are covered under Medicare, Tricare/VA, or the Indian Health Service, the City will make an HRA pre-tax contribution to a permissible account based on employee or employee plus dependent(s) basis and as permitted by law and regulations.

Employees may be required to periodically submit a certificate of continued eligibility for HRA contributions in a form acceptable to the City, CIS and/or the IRS.

10.2 Life Insurance. The City will maintain life insurance in the amount of \$50,000 for all employees.

10.3 Workers' Compensation. All City employees will be provided full coverage as required by the Oregon Workers' Compensation Act. An employee who is entitled to receive Workers'

Compensation time loss payments is compensated an amount computed by the Workers' Compensation insurer as provided by law based upon annualized earnings (base wage plus premiums, incentives and overtime). The employee shall receive these payments during the time loss eligibility period as provided by law. In addition, during the first one hundred and eighty (180) days of a Workers' Compensation time loss due to an on the job injury or illness, if the time loss payment from the Workers' Compensation insurer is determined by the City to be less than the employee's annualized earnings (base wage plus premiums, incentives and overtime net of taxes), the employee may elect in writing to use accrued leave, as designated by the employee, and request that the City pay to the employee an amount equal to the difference between the workers compensation benefit received by the employee each month and the employee's net regular salary.

- a) During the first one hundred and eighty (180) days of time loss, if the employee returns to light duty and the employee's compensation received for light duty and time loss payments is less than the employee's net regular salary, the employee may use accrued leave, as designated by the employee, and the City will pay to the employee an amount equal to the difference between the compensation currently received and the employee's net regular salary.
- b) Beginning on the one hundred and eighty first (181st) day after the date of injury, employees may use any form of their accrued leave if the employee desires to supplement Workers' Compensation payments under this Agreement so that the injured employee receives the employee's net regular salary. Health care practitioner (HCP) progress reports may be required prior to approval of payments under this Article.
- c) Under no circumstance may an employee use accrued leave to receive payments which in total exceed the employee's net regular salary.
- d) Employees may notify the City in writing that the employee does not want any of their accrued leave charged, and may remain in time loss and/or other appropriate protected leave status receiving the Workers' Compensation time loss payments to which the employee is entitled by law.
- e) While an employee is out on Workers' Compensation, employees shall be entitled to accrue full holiday, vacation, sick leave and other leave accruals they would otherwise earn and be eligible for if the employee was working.

ARTICLE 11 – NO STRIKE

The employer and the Association agree that the public interest requires the efficient and uninterrupted performance of all City service, and to this pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this agreement, the Association and/or the employees covered by this agreement shall not cause or engage in any work stoppage, strike, or other interference with City functions. Employees who engage in any of the foregoing actions, shall be subject to such disciplinary actions as may be determined by the City.

Employees shall not be entitled to any benefits or wages whatsoever while they are engaged in a strike, boycott, slowdown, mass sick call, any form of work stoppage, refusal to perform duties, or other interruption of work. In addition, employees who engage or encourage such actions shall be subject to discipline or discharge as may be determined by the City.

ARTICLE 12 – GENERAL PROVISIONS

12.1 Evaluations. Employee evaluations will follow established departmental policy.

12.2 Probationary Period. Police Officers that must attend the DPSST basic academy to be certified shall serve a probationary period of nine (9) months following the completion of the Field Training Evaluation Program (FTEP) and DPSST Academy. Communication Operators and Non-DPSST certified classifications shall serve a probationary period of twelve (12) months from date of hire.

12.2.1 Probationary Period – Lateral Hire. Lateral Hire police officers that have their DPSST certification or whom can attend the DPSST equivalency academy shall serve a probationary period of twelve (12) months from date of hire.

12.2.2 The Association recognizes the right of the City to terminate probationary employees for any reason deemed sufficient by the City, and any such termination shall not constitute a violation of this agreement and shall not be subject to the grievance procedure.

12.2.3 Residency Requirement. To provide prompt response to our community in emergency situations, employees shall live within thirty (30) miles of the Astoria City limits by the end of the employee's probationary period. Failure to comply with residential requirements may result in termination of City employment.

12.2.4 Promotional. Employees promoted to a higher paying position within the bargaining unit will serve a one (1) year probationary period. During this probationary period the City may return the employee to their previous position for any reason deemed sufficient by the City and this action shall not constitute a violation of this Agreement and shall not be subject to the grievance procedure

12.3 Movement to a Higher Classification. Employees that move to a higher classification in the department will be entitled to return to their former position if they do not successfully complete probation.

12.4 Equipment/Uniform. The City shall replace or repair, at Department option on an as needed basis, the basic required uniform and required equipment limited to the duty weapon, handcuffs, duty belt, bullet resistant vest, and issued gear. Should an employee choose to provide his/her own equipment, the City is only responsible for the amount of a City-issued replacement; for the duty weapon (handgun or rifle), this amount is not to exceed \$1,500.00. Loss or damage shall only be compensated for if it occurs in the line of duty, through no negligence on the part of the officer, and if personally owned equipment carried by the officer has the prior approval of the Chief of Police or designee.

12.4.1 The City will reimburse police officers for eyeglasses that are damaged as a result of duty related circumstances and through no negligence on the part of the employee. Such reimbursement shall not exceed \$350.

12.4.2 The basic uniform issue for police officers shall consist of four (4) pairs of pants, three (3) short sleeve shirts, one (1) baseball cap, and two (2) long sleeve shirts. The basic uniform does not include the dress uniform.

The basic uniform for the public safety clerks will consist of four (4) pairs of pants, five (5) shirts and a coat or a jacket.

- 12.4.3** All sworn officers employed at the time of ratification of the 2025-2028 contract will be grandfathered into these existing provisions and shall be allowed to purchase a duty pistol, or a back-up firearm or a duty rifle including any related duty equipment including (holster, magazine carrier, magazine, etc.) with Department approval and finance said pistol or rifle including equipment through the City once every five (5) years. Officers who purchase a pistol and/or rifle, including equipment, through the City shall not be assessed any other charges above the purchase price of the pistol and/or rifle and included equipment. Employees shall be required to sign a payroll deduction form to enable the City to make regular deductions from the employee's paycheck. Repayment to the City shall not exceed eighteen (18) months duration. If an employee leaves the employment of the City prior to reimbursing the City in full for any pistol, rifle and equipment purchase, the total amount owing may be deducted by the City from the employee's final check.

Any officer hired after ratification of the 2025-2028 contract will be issued duty pistols and rifles by the department.

- 12.4.4** Police officers, Detectives and Records Specialists will be reimbursed for up to three hundred (\$300) for the purchase of approved footwear as per Uniform Specification guidelines. This may be for multiple pairs of approved footwear during the two (2) year period. The two (2) year purchase period shall be based on the fiscal year. Newly hired employees shall have their initial two (2) year period commence effective the July 1 prior to the employee's hire date. Employees hired during even numbered years shall have their two (2) year period start in July 1 of every even numbered year. Employees hired during odd numbered years shall have their two (2) year period beginning July 1 of every odd numbered year.

Footwear damaged in the line of duty shall not be counted against an employee's reimbursement allowance.

- 12.4.5** The City will provide up to two hundred fifty (250) rounds of practice ammunition per fiscal year, not to exceed fifty (50) rounds per month. This practice ammunition provision shall not be in effect as long as the City continues mandatory monthly firearms training and practice.

12.5 Detective Clothing. Other than usual customary wear, the City shall clean or replace clothing, worn by an officer performing detective duties, which is damaged as a result of duty related circumstances. Such reimbursement shall not exceed two hundred dollars (\$200.00) a fiscal year.

12.6 Healthcare Provider Certification. The City, at its option and expense, may require a certification of illness or fitness for duty.

12.7 Alcohol and Drug Policy. Parties to this Agreement will abide by the City's Alcohol and Drug Policy and the Astoria Police Department's Drug- and Alcohol-Free Workplace policy.

12.8 Job Bidding. New positions, within the bargaining unit, shall be furnished to the staff and the Association through a written notice as far in advance of the date of opening of any vacancy or new position as possible. Said notice of new position shall clearly set forth the qualifications for the position, and vacancies shall be filled in accordance with the City's personnel rules.

12.9 Travel Reimbursement. A City-owned vehicle should be used any time an authorized employee travels on official business for the City. Should a City vehicle not be available, the employee must receive prior authorization from their supervisor to use a privately owned vehicle. When an employee has been given prior authorization to use a privately owned vehicle because a City vehicle is unavailable, the City will provide reimbursement at the IRS rate per mile.

If a City vehicle is available, but the employee chooses to use a privately owned vehicle and the employee receives prior authorization from the supervisor to use such vehicle, the reimbursement will be seventy-five percent (75%) of the IRS rate per mile.

The reimbursement for use of a privately owned vehicle in all cases is deemed full consideration to the employee for use of the vehicle. The City does not have "no- owned" vehicle insurance coverage. Authorized employees are to provide their own collision, and/or property damage insurance on the privately owned vehicle.

12.10 Seniority. Seniority means a regular employee's length of continuous service in the bargaining unit and division since their last date of hire.

An employee shall lose all seniority credit in the event of:

- a) Voluntarily resignation.
- b) Involuntary termination.
- c) Failure to return from layoff on the date specified for return to duty.
- d) Layoff of more than twenty-four (24) months.
- e) Failure to return from leave on the date specified for return to duty.
- f) After twelve (12) months promotion outside of Bargaining Unit.

12.11 Layoff and Recall. Employees will be laid off on the basis of classification seniority. An employee subject to layoff will be given at least fifteen (15) working days' notice of such layoff.

A laid off employee will retain recall rights for twenty-four (24) months from the date of layoff. In the event a position in the same classification becomes open, the employee with the greatest classification seniority laid off from the classification will be the first recalled.

12.12 Maintenance of Standards. During the term of this Agreement, the City will notify the Association in writing of changes to existing benefits or working conditions not addressed in this Agreement that impact mandatory subjects of bargaining. Such changes will only be made in accordance with ORS 243.698

12.13 Personnel File. An employee, legal counsel for the employee, or any person designated in writing as being allowed access by the employee, may review and obtain copies of an employee's official personnel file, or any other file maintained by the City which is associated with the employee, at reasonable times during business hours. The employee's personnel file is maintained in City Hall. Other files associated with the employee may be maintained in City Hall or the Police Department.

12.13.1 When there is a PECBA information request by the Association, a pending grievance, a pending unfair labor practice, or an issue between the City and the Association related to the administration of this Agreement, the Association legal counsel shall be entitled to review and obtain copies of the personnel files of employees represented by the Association.

The City and the Association agree that there is a reciprocal legal obligation to provide information and neither party will charge the other for copies of any materials when the materials are provided in response to a PECBA information request, a pending grievance, a pending unfair labor practice, or an issue between the City and the Association related to the administration of this Agreement.

12.13.2 The parties agree that copies of documents to be provided may be provided via electronic PDFs or similar types of electronic communication.

12.14 Tuition Reimbursement. For the purpose of encouraging employees to pursue appropriate courses of study related to their employment, employees will be reimbursed for educational courses pursuant to the following criteria.

- a) Employees who work thirty (30) hours or more per week who have been employed for at least twelve (12) months will be eligible;
- b) The City shall provide a maximum of five thousand dollars (\$5,000) per year for the term of this Agreement for funding this Article. These funds are for all Association members, not per individual member. Funds not expended in a given year shall not carry over to subsequent years.
- c) Payment shall be limited to six (6) credit hours per quarter. If an employee is receiving funds from other education programs (such as grants or scholarships) that are less than the cost of six (6) credit hours, and the employee desires to use the full six (6) credit hours, then the City will pay the difference between the other funds and the cost of the six (6) credits;
- d) For a maximum of six (6) credit hours payment shall apply to tuition, fees, and textbooks only;
- e) Courses must be taken from a recognized and accredited college or university and,
- f) Payment will be made only for those courses for which the employee provides official documentation from the college or university which demonstrates the employee earned a grade of "C" or better.
- g) The Chief or Deputy Chief, in their sole discretion, shall determine whether a specific course is sufficiently related to their employment to be eligible for reimbursement under this Section. Courses required for an employment-related degree will be eligible for reimbursement.

Decisions of the Chief or Deputy Chief shall be final and binding.

12.15 Legal Insurance. The Association shall take steps periodically necessary to ensure that all eligible members of the Astoria Police Department are enrolled as participants for benefits and coverage provided by the Legal Defense Fund of the Peace Officers Research Association of California (PORAC LDF). Eligible members include all sworn regular police officers, reserve officers, and Dispatchers. The City may elect to include police supervisors and command level police executives who are sworn Oregon police officers. Per PORAC LDF rule, an employee employed in a classification represented by the Association who chooses not to be a member of

the Association or who chooses not to be a fair share member of the Association is ineligible for PORAC LDF coverage and benefits. The Association will designate the Human Resources Director and the Finance Director as authorized contacts to verify plan details and participant information, ensuring the City's ability to process and pay invoices.

12.15.1 During the first calendar week of December, March, June and September of each year, the City and Association shall cooperate to ascertain the amount due to PORAC LDF by reason of participants' enrollment in coverage of Plan II relating to services and representation in civil and criminal actions. The City shall pay to the Association the full amount of such costs during the first half of such months in order to enable the Association to remit full costs to PORAC on or before the due dates of December 31, March 31, June 30 and September 30.

12.15.2 The current rate for PORAC LDF plan II as indicated on their plans and rates is \$5.00 per member per month. If this rate increases during the term of this Agreement by more than \$1.00 per member per month, the increase will be borne by the employee covered.

12.15.3 Exclusively for the purpose of representation of reserve officers in regard to civil and criminal issues that arise in the context of critical incidents, reserve officers shall be special members of the Association. The City shall remit periodically to the Association funds necessary for PORAC LDF participation provided for in this Agreement.

12.16 Astoria Aquatic Center. The City will provide an individual or family Aquatic Center Pass for personal use by bargaining unit members as an enhancement to the Physical Fitness Program. This benefit shall be valued and reported by the City as a taxable non-wage benefit as required by IRS regulations and guidance.

ARTICLE 13 – MANAGEMENT RIGHTS

Except as limited by an express provision of this Agreement, the City shall retain the right to exercise the customary functions of management, including but not limited to directing the activities of the Department, determining the levels of service and methods of operation, including the introduction of new equipment, the right to hire, layoff, transfer, reorganize, promote, discipline, discharge, and to determine work schedules, assign work, determine and assign needed training.

The City and the Association hereby recognize that delivery of services in the most efficient, effective and courteous manner is of paramount importance to the City, and as such, maximized performance is recognized to be an obligation of employees covered by this Agreement.

In order to achieve this goal, the parties hereby recognize the City's right to determine the methods, processes, and means of providing services to increase, diminish, or change equipment, including the introduction of any and all new, improved, or automated methods or equipment, and the assignment of employees to specific jobs within the bargaining unit.

Management rights are designed to establish, revise, and implement standards for performance, discipline, quality of work, safety, materials, equipment, uniforms, appearances, methods and procedures. It is jointly hereby recognized that the City must retain broad authority to fulfill its responsibilities and may do so by oral or written work rules, existing or future.

ARTICLE 14 – DISCIPLINE AND DISCHARGE

14.1 Disciplinary Measures. Disciplinary action shall be for just cause.

14.1.1 Discipline in the following forms is normally progressive though discipline may be initiated at any degree of severity based on totality of the circumstances, so long as the discipline is for just cause. Forms of discipline are:

- a) Verbal admonishment, which may be documented in writing;
- b) Written reprimand;
- c) Reduction in pay;
- d) Suspension without pay, with written mutual agreement between the Association, the affected employee and the City; this form of discipline may also include the forfeiture of accrued leave, so long as there is mutual agreement between the Association, the affected employee and the City;
- e) Demotion;
- f) Discharge.

14.1.2 Imposition of the forms of discipline listed in Section 14.1.1 (b – f) above must be documented in writing and a copy of the written documentation will be provided to the affected employee and the Association.

14.1.3 Counseling and performance documentation actions do not constitute discipline. A verbal admonishment is not subject to grievance beyond the Chief of Police. However, if there is written documentation and a rebuttal from the Association and/or the affected employee, it will be attached to any verbal admonishment and transmitted with the verbal admonishment any time it is transmitted to any source.

14.2 Due Process. Pre-disciplinary "due process" must be provided in advance of the imposition of discipline as set forth in Section 14.1.1 (b – f). "Due process" means written notice of the charges and the facts upon which the charges are based, notice of the maximum range of discipline under consideration, and an opportunity to meet with the decision maker or his/her designee to state corrections, provide exculpatory or mitigating information, and to present the employee's and the Association's points of view.

14.2.1 At the time of the notice of the pre-disciplinary "due-process" meeting, the City shall provide the entire investigation including all materials reviewed by the Chief of Police or his designee in determining disciplinary action to the employee with an identical copy provided to the Association contemporaneously. Such notice and materials will be provided to the employee and the Association at least five (5) days prior to the scheduled pre-disciplinary "due process" meeting.

14.2.2 The employee and/or the Association may attend the pre-disciplinary due process meeting to respond to and/or to refute the charges and/or allegations or the employee and/or the Association may submit a written rebuttal, response or position statement in lieu of or in addition to attendance at the pre-disciplinary due process meeting. As a matter of courtesy, within three (3) days of receipt of the notice of pre-disciplinary due process meeting, the employee and/or the Association will inform the City if a written submission will be made in lieu of actual attendance by the employee and/or the Association at the pre-disciplinary due process meeting.

- 14.2.3** When releasing information to the employee and the Association, the City may place conditions on disclosure of witness statements under circumstances where the conditions are warranted in order to limit risk of claims or aggravation of difficult circumstances in the work place or in the City's relationship with a victim. In such event, the City and the Association shall cooperate to meet appropriate investigative and due process needs.
- 14.2.4** If a grievance is filed, within ten (10) days of a written request from the Association, the City will meet with an Association representative for the purposes of ensuring that the Association has all of the same information and materials related to the disciplinary investigation including all materials reviewed by the Chief of Police or designee. During and after this meeting, the City will provide the Association with any materials and information that it is determined the Association does not have from the disciplinary investigation.

14.3 Association Representation in Interview and Discipline Process. An employee has the right to have a representative of the Association present at any meetings or interviews at which could lead to discipline, or if the employee believes that the meeting or interview could lead to discipline, as set forth in Section 14.1.1 (b – f).

14.4 General Discipline Investigative Procedures.

- a) The employee and the Association will be informed, in writing, that a formal investigation is commencing, unless the employee is under investigation for violation of the Controlled Substance Act, or violations which are punishable as felonies or misdemeanors under law, or if doing so would jeopardize either the criminal or administrative investigation.
- b) At least seventy-two (72) hours prior to a disciplinary interview by the City of an employee, the result of which could be that the City may impose discipline (Section 14.1.1 (b – f)) upon the employee as a result of the underlying incident, the employee and the Association will be informed, in writing, of the nature of the investigation and the specific allegations, policies, procedures and/or laws which form the basis for the investigation at that time; the employee will be afforded the opportunity to consult with an Association representative.

This Section does not apply to public safety information required in the event of a critical incident or use of deadly force.

- c) When providing information to the employee and the Association, as required by Section 14.4, the City may place conditions on disclosure of witness statements under circumstances where the conditions are warranted in order to limit risk of claims or aggravation of difficult circumstances in the workplace or in the City's relationship with a victim. In such event, the City and the Association shall cooperate to meet appropriate investigative and due process needs.
- d) The employee shall be allowed the right to have an Association representative present during the interview. The opportunity to have the Association representative present at the interview shall not delay the interview more than twenty-four (24) hours, except for minor complaints (incidents for which no more than a verbal admonishment may result) which may be handled immediately when a representative is not readily available. However, if in the course of the interview it

appears as if a more serious disciplinary problem has developed, the employee will be allowed up to forty-eight (48) hours to obtain a representative to be present at the interview. To the best of the City's ability, the City will collaborate with the Association to schedule employee interviews at times that allow the employee to have an Association representative of their choosing present. All interviews shall take place at Department facilities, or elsewhere if mutually agreed, unless an emergency exists which requires the interview to be conducted elsewhere.

- e) The City shall make a reasonable good faith effort to conduct these interviews during the employee's regularly scheduled shift, except for emergencies. Where an employee is working on a graveyard shift, the City will endeavor to conduct the interview contiguously to the employee's shift. When mutually agreed, the interview may be held outside the employee's regular work schedule. Interviews outside the employee's regularly scheduled shift will be paid at the rate required by this Agreement.
- f) The employee will be directed to answer any questions specifically involving the non-criminal matter(s) under investigation and will be afforded all rights and privileges to which they are entitled under the laws of the State of Oregon or the United States of America.
- g) The employee shall be entitled to such reasonable intermissions as may be requested for personal necessities.
- h) All interviews shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the incident which is the subject of the investigation and the written notice provided by the City to the employee and the Association. Nothing in this Section shall prohibit the City from questioning the employee about information developed during the course of the interview.
- i) The City shall record the interview and if the recording is transcribed by the City, the employee and the Association shall be provided a copy of the transcript and upon request will provide a copy of the recording.
- j) Interviews and investigations shall be concluded without unreasonable delay.
- k) The employee and the Association shall be notified in writing of the results of any investigation, except as noted below; those results must be presented in writing to the employee and the Association within six (6) months from discovery by the City of the basis of discipline. If not, no discipline will be imposed.
- l) The above time limits do not apply when:
 - 1. The investigation involves an officer who is incapacitated or unavailable.
 - 2. The investigation involves an allegation of Workers' Compensation or disability fraud by the officer.
 - 3. The officer, in writing, waives the limit.
 - 4. The investigation requires a reasonable extension of time for coordination with one or more other jurisdictions.
 - 5. The investigation involves more than one officer and requires a reasonable extension of time.
 - 6. The alleged misconduct is also the subject of a criminal investigation or criminal prosecution. Time does not run for the period during which the criminal investigation or criminal prosecution is pending.
 - 7. The investigation involves a matter in civil litigation in which the officer is a named defendant or the officer's actions are alleged to be a basis for liability.

Time does not run for the period during which the civil action is pending.

8. The investigation is the result of a complaint by a person charged with a crime.
Time does not run for the period during which the criminal matter is pending.

14.5. Legal Representation. Employees are not entitled to representation by a private personal attorney at an administrative interview conducted in accordance with Section 14.4 above. The Association is the exclusive representative of employees in this circumstance and representation is reserved to an Association representative (which may be the Association attorney and/or an Association representative).

14.6 Use of Deadly Force Situations. Except for immediate verbal responses to specific and narrow questions ordered to be answered by an involved officer (ORS 181.789) and required to respond to public safety and officer safety considerations at an on-going deadly force situation, employees involved in the use of deadly force shall be advised of their state and federal rights to representation and shall be allowed to consult with an Association representative or attorney prior to being required to give an oral or written statement about the use of force. Such right to consult with a representative or with legal counsel shall not unduly delay the giving of the statement and shall comply with the County established Officer Involved Shooting protocol.

14.7 Criminal Investigations. This Article 14 shall not apply to a criminal investigation conducted by another law enforcement agency. This Article 14 shall not prevent informal inquiry following an event which will be formally investigated in order to ascertain what occurred to the best of the officer's ability to recall, provided however, that the City shall only rely upon the involved officer's formal interview statements for all administrative purposes.

14.8 Days Definition. For the purpose of Article 14, days are defined as Monday through Friday excluding holidays.

ARTICLE 15 – GRIEVANCE PROCEDURE

In the event of a dispute arising as to the interpretation or application of this Agreement, it shall be resolved in the following manner:

15.1 Grievance Process. Before any formal grievance is initiated per this policy, the employee and their immediate supervisor will make a good faith effort to resolve the dispute informally. If unsuccessful, the formal grievance process shall be commenced at Step 1 as follows:

Step 1: Supervisor. The Association representative shall file the grievance in writing with the immediate supervisor within twenty (20) days from the date when the employee had or should have had knowledge of the grievance, whichever date is earlier. The supervisor shall respond to the Association representative, in writing, within ten (10) days from receipt of the written grievance

The written grievance shall include:

- a) Name of the employee(s) on whose behalf the grievance is sought. The Association may choose to designate the grievance as being filed on behalf of the Association.
- b) A statement of the grievance including dates and facts as known to the Association at the time of the filing of the grievance and upon which the grievance is based in order to apprise the Chief of Police of the employee's and/or Association's position.
- c) The remedy sought by the employee and/or the Association.

- d) The section(s) of the Agreement alleged to have been violated.
- e) The name of the Association representative submitting the grievance and date of delivery to the Chief of Police.

Step 2: Chief of Police. If the grievance remains unresolved, within ten (10) days of receipt of the Supervisor response to the Association representative, the Association may present the grievance, in writing to the Chief of Police. The written grievance to the Chief of Police shall explain the reasons the Association disputes the decision of the Supervisor. The Chief of Police shall review the record, may schedule a meeting with the Association, may conduct further investigation and shall provide a written decision to the Association within twenty (20) days of receipt of the Step 1 grievance.

Step 3: City Manager. If the grievance remains unresolved, within ten (10) days of receipt of the Chief of Police response to the Association representative, the Association may present the grievance, in writing, to the City Manager. The written grievance to the City Manager shall explain the reasons the Association disputes the decision of the Chief of Police. The City Manager shall review the record, may schedule a meeting with the Association, may conduct further investigation and shall provide a written decision to the Association within twenty (20) days of receipt of the Step 2 grievance.

Step 4: Arbitration. If the grievance is not resolved at Step 3 and if the Association wishes to pursue the grievance further, the Association shall submit the grievance to arbitration by written notice to the City Manager within ten (10) days following the date of the City Manager's decision at Step 3 is due or received, whichever is earlier.

- a) The parties may mutually agree upon an arbitrator. The Association shall submit a written request to the Oregon Employment Relations Board for a list of thirteen (13) arbitrators. A copy of the Association's request shall be provided to the City's labor counsel. Upon receipt of the list, a coin flip shall occur to determine who will strike first, and strikes shall thereafter be alternated until only one (1) arbitrator name remains. The remaining name shall be the arbitrator. Notwithstanding the above, for disciplinary grievances involving Police Officers and Senior Police Officers, arbitrator selection must be made in accordance with ORS 243.808.
- b) The arbitrator shall have no power to modify, add to or subtract from the terms of this Agreement and shall be confined to the interpretation and enforcement of this Agreement. The arbitrator's decision shall be in writing and shall be submitted to the parties within thirty (30) days following the close of the hearing. The arbitrator's decision shall be final and binding on the affected employee(s), the Association and the City. For disciplinary grievances involving Police Officers and Senior Police Officers, the arbitrator's decision must be made in accordance with ORS 243.808 et seq.
- c) Either party may request the arbitrator to issue subpoenas. If subpoenaed to arbitration, City employees/Association members shall not receive fees and mileage associated with an enforceable subpoena. Each party shall be responsible for compensating its own witnesses and legal representatives during the arbitration hearing. The Association representative may participate in the grievance and grievance hearing process without loss of pay. Unless the grievant has been discharged, the grievant(s) may participate in the grievance and grievance hearing process without loss of pay. However, if a discharged employee is reinstated by an

arbitrator, time spent in the arbitration process is included as part of the arbitrator's back pay award determination. In the case of grievances and class action grievances concerning the interpretation of the contract, one (1) Association class representative may participate, without loss of pay. The parties shall collaborate to ensure that on-duty witnesses subpoenaed to the grievance hearing will not lose pay and that their testimony and attendance time at the hearing does not unduly disrupt the operations of the City. The costs, fees and expenses of the arbitrator shall be borne by the non-prevailing party or prorated as determined by the arbitrator. It is the intent and goal of the parties to provide for orderly and expeditious arbitration hearings.

- d) If either party desires a verbatim recording/transcript of the proceedings, it may cause such a record to be made, provided it pays for the appearance fee and record, and makes a copy available without charge to the arbitrator. If the other party desires a copy, both parties shall share equally all costs of producing three (3) copies of the transcript.
- e) All references to "day" or "days" in this Article mean Monday through Friday (0800 to 1700) and excludes holidays.
- f) Probationary employees shall not be entitled to utilize this grievance procedure concerning a termination of employment that occurs during their probationary period.

15.2 Time Limits Any or all time limits specified in this grievance procedure may be waived by mutual consent of the parties. In the event the employee or the Association fails to submit the grievance in accordance with these time limits, they shall not be entitled to advance or appeal the grievance further and it shall be deemed withdrawn. Under these circumstances, the employee/Association may only pursue the grievance to the City Manager level and the decision of the City Manager shall be final and binding. In the event the City fails to meet the time limits, the employee or Association may move the grievance to the next step. A grievance may be withdrawn at any time by a signed statement from the Association that the Association does not wish to pursue the grievance further.

ARTICLE 16 – SAVINGS CLAUSE

Should any portion of this Agreement be held contrary to law, such decision shall apply only to the specific portion thereof directly specified and all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 17 – PHYSICAL FITNESS PROGRAM

17.1 Purpose. The purpose of the City of Astoria Police Department physical fitness program is to encourage all employees to attain and maintain an appropriate level of physical fitness.

The program is strictly voluntary but the City encourages all employees to test during the semiannual testing procedure. This incentive is available to all members of the bargaining unit.

17.2 Standards. The physical fitness program consists of the DPSST approved ORPAT Physical Abilities Test. The ORPAT is a job specific obstacle course designed for public safety officers.

17.3 Conduct of Examination. Employees, who choose to participate in the fitness program, must demonstrate compliance with the program during the testing process conducted twice a year. Testing shall be conducted semi-annually and notice will be posted thirty (30) days in advance.

17.3.1 Tested employees shall be on on-duty status during the examination process, but shall receive no overtime or extra compensation for the time spent taking the examination.

17.3.2 A participant who receives a time of 4:40 or less will be at the distinguished level. A participant who receives a time of 4:41 to 5:30 will be at the competent level. A participant who receives a time of 5:31 or more and completes the course will be at the participant level.

17.4 Physical Examinations. Prior to testing, employees volunteering to participate are encouraged to have a medical exam, and should start exercising slowly to prepare themselves.

17.5 Semi-Annual Incentive. Employees will be awarded based on their rating under the requirements of the program during the semi-annual testing (during the months of April and October) procedure and shall have the amount added to his/her regular paycheck following participation in each testing. Testing results shall be provided in writing by the Association to the City for payment. Employees who are rated “distinguished” shall receive a six hundred dollar (\$600) award payable as stated above. Employees who are rated “competent” shall receive a three hundred dollar (\$300) award payable as stated above. Employees who are rated as “participant” shall receive a one hundred fifty dollar (\$150) award payable as stated above. Testing will generally occur in April and October of each year barring unforeseen circumstances (e.g. natural disaster, pandemic, etc.).

ARTICLE 18 – TERM OF AGREEMENT

This Agreement shall be effective and retroactive as of July 1, 2025, except as otherwise specified herein, and shall remain in full force and effect up to and including June 30, 2028. The Agreement shall be continuous thereafter from year to year unless prior to the 10th day of January of the expiring year (2028), or prior to the 10th day of January of any subsequent year thereafter either party shall file written notice with the other of its desire to amend, modify, or terminate this Agreement.

EXECUTION OF AGREEMENT

This agreement is executed on this the _____ day of _____, 2025.

FOR THE CITY



Sean Fitzpatrick
Mayor



Scott Spence
City Manager

FOR THE ASSOCIATION



Cory Gerig
President

INDEX

Alcohol Policy	24	Drug Policy.....	24
Apolitical.....	8	Employees	
Aquatic Center	35	Part-time Employees.....	5
Arbitration	32	Temporary Employees.....	5
Association Membership	7	Equipment	23
Bargaining	9	Evaluations	23
Benefits.....	21	Grievance	31
Bulletin Board.....	9	Health and Welfare.....	21
Check-Off	8	Holidays	16
Classification	23	Job Bidding.....	25
Classifications.....	5	Jury Duty	19
Compensation	10	Layoff And Recall.....	25
Assignment Pay.....	13	Leave Without Pay	17, 18
Bilingual Premium	14	Legal Insurance (PORAC)	7, 26
Call In.....	14	Life Insurance	21
Certification Premium	13	Management Rights	27
Communications Training Officer		Meal Periods	19
Premium.....	14	Medical Leave without Pay	17
Court Time	12	Membership.....	7
Deferred Compensation	12	Military Leave	19
Detective Premium.....	13	No Strike	22
Dispatcher Solo Pay Premium	14	Nonmembers	8
Evidence Custodian Premium	13	Personnel File	25
Field Training Officer Premium	14	Physical Examinations	34
Lead Dispatcher Premium.....	13	Physical Fitness Program	33
Overtime	12	PORAC	7, 26
Pay Day	11	Probationary Period	23
Personal Leave.....	11	Promotional	23
Phone Calls while Off Duty.....	14	Residency Requirement	23
Responsibility Pay	13	Rest Periods.....	19
Retirement.....	11	Safety Release	20
Salary Schedule Administration.....	11	Savings Clause.....	33
Scheduled Movement.....	11	Hours of Work	19
Senior Dispatcher Premium	13	Scheduling	20
Stability Pay	13	7-Day Notice	20
Wages	10	Shift Assignments	19
Criminal Investigations.....	31	Shift Trades	20
Deadly Force	7, 31	Seniority	25
Discipline	28	Sick Leave.....	17
Due Process	28	Term of Agreement	34
Procedures	29	Travel Reimbursement.....	25
Representation	31	Tuition Reimbursement.....	26
		Uniform	23

Vacations	15	Maximum Accrual.....	16
Accrual.....	15	Scheduling.....	15
Call Backs	16	Workback	6
Cancellation	15	Workers Compensation	21
Cash Out	16		

Appendix A

POLICE UNION EMPLOYEES SCHEDULE C EFFECTIVE JULY 1, 2025						
POSITION	RANGE	STEPS				
		1	2	3	4	5
Records Specialist	PD-1	\$22.21	\$23.32	\$24.48	\$25.71	\$26.99
Senior Records & Evidence Specialist	PD-2	\$24.46	\$25.68	\$26.97	\$28.32	\$29.73
Communications Call Taker	PD-3	\$26.48	\$27.80	\$29.19	\$30.65	\$32.19
Communications Operator	PD-4	\$27.83	\$29.22	\$30.68	\$32.22	\$33.83
Police Officer	PD-5	\$30.80	\$32.34	\$33.96	\$35.65	\$37.44
Senior Police Officer	PD-6	\$34.81	\$36.55	\$38.38	\$40.30	\$42.31
Communications Operations Supervisor	PD-7	\$38.46	\$40.38	\$42.40	\$44.52	\$46.75

MEMORANDUM OF AGREEMENT

By and Between

City of Astoria

and

Astoria Public Safety Association

This Memorandum of Agreement ("MOA") is between the City of Astoria ("City") and the Astoria Public Safety Association ("Association"), collectively referred to as "the Parties". The purpose of this MOA is to clarify language in the parties' 2025-2028 collective bargaining agreement ("CBA") pertaining to the PERS pickup. Sections 4.1.1, 4.1.4, and 4.4 of the CBA provide that employees will receive a 3% PERS pickup retroactive to July 1, 2025, and an additional 3% PERS pickup on July 1, 2026, in lieu of wage increases for each year. The parties subsequently learned that PERS will not allow the City to make a 3% PERS pickup; rather, the 6% employee contribution to PERS must be made either entirely by the employee or entirely by the City. The parties hereby agree as follows:

1. Due to the PERS pickup issue identified after payroll for the August 2025 pay period was processed and contributions were submitted to PERS, the City will pay the full 6% employee contribution for the month of August 2025.
2. From September through December 2025, the employees will pay the full 6% employee contribution, and their compensation shall be reduced by the amount necessary to make the required contributions to PERS.
3. Effective January 1, 2026, the City will begin paying the 6% employee contribution. This will continue through the life of the contract. There will be no COLA adjustments for employees in 2025 or 2026 except those referenced in Sections 4.1.2 and 4.1.3.
4. In reference to the PERS pickup noted in paragraphs 1 and 3, the required PERS employee contribution is deemed to be picked up for purposes of IRC Section 414(h)(2) and is assumed and paid for purposes of ORS 238A.335(2)(b); the employees do not have the option of receiving the assumed amount directly; employee compensation may not be reduced and the employer shall provide the additional amounts necessary to make the employee contributions; and the employer's employment policy(s) or agreement(s) is not retroactive in its application.
5. With the exception of Sections 4.1.1, 4.1.4, and 4.4, the remaining provisions of the CBA will stay the same.
6. This MOA takes effect upon signing and will remain in effect through the term of the parties' 2025-2028 CBA.

City of Astoria

By:



Scott Spence, City Manager

Date

Astoria Public Safety Association

By:



Cory Gerig, APSA President

Date

10/27/25