COLLECTIVE BARGAINING AGREEMENT

by and between

CITY OF ASTORIA

and

CHAUFFEURS, TEAMSTERS & HELPERS,

LOCAL 58

(PUBLIC WORKS DEPARTMENT)

July 1, 2026 through June 30, 2029

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CITY OF ASTORIA
PUBLIC WORKS DEPARTMENT

THIS AGREEMENT is by and between the CITY OF ASTORIA, hereinafter referred to as the "City" or "Employer", and TEAMSTERS LOCAL # 58, an affiliate of the International Brotherhood of Teamsters, hereinafter referred to as the "Union."

ARTICLE 1- RECOGNITION

1.1 Bargaining Unit Definition. The Employer recognizes the Union as the sole collective bargaining agent representing all employees working in the collective bargaining unit hereafter referred to as the Public Works Department. The collective bargaining unit shall be all employees employed in the Public Works Department in any one of the classifications listed in the wage scale attached hereto, except that a temporary employee, who is defined as any employee who works less than one thousand (1,000) hours in any fiscal year, is excluded.

1.2 New Positions. The Union shall be notified of any new classification created within the Public Works Department within two (2) weeks of the date such classification was officially established. Any dispute regarding the representation status of such position shall be resolved in accordance with OAR 115-25-005.

ARTICLE 2 - UNION SECURITY

2.1 Notification of Employment. The City agrees to notify the Union, in writing, within seven (7) days from the date of first employment of any employee subject to this Agreement. Notification to the Union shall include the employee's name, job title, start date, mailing address, email address and phone number.

2.2 Dues Deduction. The Union shall furnish to the City dues check-off or other documentation signed by employees who are members of the Union which certify that the employee authorizes dues deductions from pay, which the City shall honor. For such employees, the City shall deduct from the first paycheck each month the Union's dues in an amount not to exceed the current rate of dues and other authorized union deductions then in effect. Such amount shall be remitted to the Union promptly by the City.

2.3 Indemnification. The Union will indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City as a result of any action taken pursuant to the provisions of this article. In the event that any part of this article should be declared invalid by law or that the monthly dues should be ordered reimbursed to any nonmember, the Union and its members shall be solely responsible for reimbursement. In addition, the Union and the City shall cooperate in order to correct dues check off errors, payroll errors including the erroneous overpayment of wages or reimbursements and to facilitate payments and adjustments which are determined warranted within thirty (30) days of notification of such error.

2.4 Union Visits. Authorized agents of the Union shall have access to the City facilities 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 Union 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.

2.5 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 Union. The Union will limit matters posted to factual matters and notices concerning Union business.

2.6 DRIVE Contributions. The Employer agrees to deduct from the paycheck of any employee covered by this Agreement voluntary contributions for DRIVE. Before any deductions can be made, the employee must provide the Employer with a payroll deduction authorization form stating the weekly amount to be deducted from each of the employee's paychecks for the DRIVE contribution. The Employer's remittance will be made to DRIVE national headquarters on a monthly basis in one check.

ARTICLE 3 - COMPENSATION

3.1 Cost of Living.

Retroactively effective July 1, 2026, all pay ranges shall be increased by a cost-of-living adjustment of three and one half percent (3.5%). In addition, all pay ranges will be increased by one and one half percent (1.5%) as a market adjustment based on review of the positions. 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 four (4) weeks of the execution of this Agreement.

Effective July 1, 2027, all pay ranges shall be increased by a cost-of-living adjustment of three percent (3%). In addition, all pay ranges will be increased by two and one half percent (2.5%) as a market adjustment.

Effective July 1, 2028, all pay ranges shall be increased by a cost-of-living adjustment of three percent (3%). In addition, all pay ranges will be increased by two and one half percent (2.5%) as a market adjustment.

3.2 Scheduled Movement. Employees will move annually on the salary schedule based on satisfactory or above performance ratings.

3.3 Stability Pay. Stability pay shall be paid to employees based on their length of employment with the City at the following rates. All percentages are of Step E of the employee's salary range.

5 to 10 years – 2%	15 to 20 years – 3.5%
10 to 15 years – 3%	20+ years – 6%

3.4 Shift Differential. The position of Sweeper Operator shall receive a shift differential of one dollar and fifty cents ($1.50) per hour when physically working on the job between the hours of 3:00a.m. and 8:00 a.m. Other employees working in the capacity of Sweeper Operator during the above hours shall receive the same shift differential.

3.5 Pay Day. Employees will be paid on the sixth (6th) day of the month. Full-time employees may request partial payment or "draw" of up to 50% of their pay issued as a payroll check, subject to tax withholdings, on the twentieth (20th) day of each month. Exceptions to this policy are that if the 6th or 20th of the month falls on a weekend or before a holiday, paychecks or draws will be distributed on the last working day before the weekend or holiday.

3.6 Payroll Deductions. The present plan of payroll deductions shall remain in effect.

3.7 Tool Allowance. Each mechanic shall receive a one thousand dollar ($1000.00) tool allowance that shall renew every twelve (12) months in order to replace damaged tools or acquire new tools for use during the course of work on City equipment. Such allowance shall be used to reimburse mechanics for purchases of new tools or equipment upon review of proof of purchase by a supervisor.

3.8 Deferred Compensation. Employees may elect to contribute by payroll deduction to a City deferred compensation plan. Contributions are made by employees on a pre-tax basis. Plan administration, benefits and elections are in accordance with the terms of the Plan documents.

3.9 Direct Responsible Charge or Designated System Supervisor. To implement this direct responsible charge or designated system supervisor program, the City will assign fully-qualified individuals the designation of DRC (Direct Responsible Charge) in Water Distribution, Water Treatment or DSS (Designated System Supervisor) in Waste Water Collections or Waste Water Treatment. Upon assignment of fully-qualified individuals, the City shall revise the job descriptions to be inclusive of these duties and will elevate the pay range for the position by one range per DRC or DSS. The City will maintain job descriptions based on which position the City has currently assigned the DRC or DSS.

In the event an individual assigned a designation of DRC or DSS leaves the City or is reassigned, the City will work to hire a qualified individual. In the absence of a qualified individual, a member of management may temporarily hold the DRC or DSS assignment.

ARTICLE 4 - VACATIONS

4.1 Accrual. Hours are accrued on a monthly basis and are earned in hourly amounts as shown below. During months of partial work, accruals will be credited based on the proportion of hours worked, and/or while on paid status (sick, vacation, personal, holiday, workers' compensation). No accruals are earned during a period of unpaid leave. Hours may be accrued up to a maximum of two hundred forty (240) hours.

Years of Service	Hours Earned per Month
0 to 5 years	8.00 hours per month
5 to 10 years	10.00 hours per month
10 to 15 years	11.34 hours per month
15 to 20 years	13.34 hours per month
20 plus years	16.67 hours per month

Part-time employees shall accrue vacation on a pro rata basis which shall be based upon the relationship their regular work schedule bears to that of a full-time (40 hours per week) employee.

ARTICLE 5 - HOLIDAYS

5.1 Designated Holidays. The following are designated holidays:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Veterans Day
Presidents Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	1/2 day before Christmas
July 4th	Christmas Day

5.2 December 24th. It is the City's policy to remain open for business the morning of December 24th.

5.3 Holiday Observation. When a holiday falls on Sunday, the following Monday will be observed. When a holiday falls on Saturday, the preceding Friday will be observed. Veterans who are scheduled to work on the date Veterans Day is observed and who request that day off while working at least five (5) days prior to the Veterans Day weekend shall be granted the day off except in cases of undue hardship.

5.4 Holiday Pay. Employees who are off on a holiday shall receive their regular pay for the day. If an employee performs work on a holiday, he/she shall receive one and one-half (1 1/2) times their regular pay for work actually performed in addition to their holiday pay.

Part-time employees shall receive holiday pay for those holidays which are observed on the employee's regularly scheduled workdays. The amount of holiday pay shall be equivalent to the employee's regular pay for such days.

ARTICLE 6 - SICK LEAVE

6.1 Purpose. To allow paid leave for an employee to address qualifying medical and family needs consistent with City personnel policy.

6.2 Accrual. The City of Astoria provides employees with sick leave in accordance with Oregon's Paid Sick Leave Law. Employees begin to accrue paid sick leave on the first day of employment and can utilize accrued sick leave without a waiting period. Full-time employees accrue sick leave at the rate of eight (8) hours per month and the maximum accrual is two thousand eighty (2,080) hours. During months of partial work, accruals will be credited based on the proportion of hours worked, and/or while on paid status (sick, vacation, personal, holiday, workers' compensation). No accruals are earned during a period of unpaid leave.

Part-time employees may accrue and use up to forty (40) hours of paid sick leave per calendar year. Paid sick leave shall accrue at the rate of one hour for every thirty (30) hours worked until the 40-hour yearly accrual cap is reached. Part-time employees may carry over up to a maximum of 40 hours of accrued and unused sick leave for use in a subsequent calendar year but may use only 40 hours of sick leave each calendar year. Part-time sick leave accrual is capped at 80 hours.

6.3 Notification. Employees are required to notify their immediate supervisor of intent to use sick leave as soon as possible, but in no event later than their starting time.

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

6.4 Medical Leave Without Pay. Earned sick leave accruals must be exhausted prior to taking an unpaid medical leave of absence. An employee may use vacation, personal or compensatory time when sick leave is exhausted. This must be requested in writing to the Human Resources Department.

6.5 Long-Term Leave Notice Requirements. To maintain employment status while on sick leave in excess of fourteen (14) calendar days, an employee must maintain a current healthcare provider's statement on file with the Human Resources Administrator and must call in to the Human Resources Department a minimum of every fourteen (14) calendar days. For purposes of convenience, the employee may deliver these communications to the immediate supervisor who will then contact the Human Resources Department. The employee must notify the immediate supervisor as soon as the attending 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.

6.6 Retirement. An employee who retires with at least ten (10) full years of continuous service with the City and who is at least age fifty-five (55) at time of retirement, will be paid within fifteen (15) days following retirement, subject to appropriate tax withholdings, the value of one-half (50% or 1/2) their accumulated unused sick leave up to maximum accumulation of eight hundred (800) total hours and up to a maximum of four hundred (400) hours times the employee's base wage at the time of retirement.

For this purpose and the application of this entitlement formula, total accumulation cannot exceed eight hundred (800) hours with reimbursement at a maximum of four hundred (400) hours. This Article 6.9 shall not be interpreted or applied to reduce an entitlement to a particular employee under PERS rules, nor to create a retirement benefit to which a particular employee is not entitled.

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

1. For the diagnosis, care or treatment of the employee, or the employee's covered family member, for mental or physical illness, injury or health condition and includes preventive medical care such as prenatal visits and routine medical and dental visits;
    a. "Family member" means the eligible employee's grandparent, grandkid, spouse or Oregon-registered same-gender domestic partner and the domestic partner's child or parent; the employee's stepchild, parent-in-law or a person with whom the employee was or is in a relationship of in loco parentis; and the employees biological, adoptive or step/foster parent, sibling or child.
2. If the employee, or the employee's minor child or dependent, is a victim of domestic violence, harassment, sexual assault or stalking as defined by Oregon law (ORS 659A.272) and requires leave for any of the purposes in that law;
3. If the employee's place of business is closed, or the employee's child's school or place of care is closed, by order of a public official due to a public health emergency;
4. To care for a covered family member whose presence in the community would jeopardize the health of others, as determined by a lawful public health official or a licensed health care provider who is primarily responsible for providing health care to the family member;
5. If the City is required by law to exclude the employee from work for health reasons;
6. For any purpose allowed by the Oregon Family Leave Act (OFLA), including bereavement leave; or
7. For any purpose allowed under the Family Medical Leave Act (FMLA).

ARTICLE 7 - OTHER LEAVES

7.1 Leave Without Pay. The City will consider a written application for leave of absence without pay for personal reasons not protected by federal or state laws based on operational needs of the department. The written application must describe the reason for the request and confirm a specified date at which the employee is expected to return to work. The City may terminate or cancel such leave by thirty (30) days written notice mailed to the address on file in City personnel and/or payroll records 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.

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 their position with the City. Employees on leave without pay, for any reason, shall not accrue any benefits.

7.2 Personal Leave. Each employee will be provided with ten (10) hours of personal leave at hire and each fiscal year, which includes two (2) hours provided in recognition of work performed in adverse weather conditions. After three (3) years of continuous service, each employee will be provided with eighteen (18) hours of personal leave per fiscal year. Personal leave is available to use for any personal or business needs and shall not be carried over from one fiscal year to the next.

7.3 Family Medical Leave. The City will maintain policies that comply with Oregon and federal medical leave laws.

7.4 Paid Leave Oregon. The City will maintain policies that comply with Paid Leave Oregon.

ARTICLE 8 - HOURS AND PREMIUM PAY

8.1 Work Week. The full-time workweek shall normally consist of five (5) eight (8) hour days, Monday through Friday. Employees normally will receive two (2) consecutive days off. The City's workweek shall begin 12:01 a.m. on Monday and end at Midnight on Sunday.

The work week may consist of four (4) ten (10) hour days for grass mowing and street sweeping functions, and depending on weather conditions for the street painting function and other Public Works operations as deemed necessary or appropriate by the Public Works Superintendent based on operation needs and efficiencies. The designation of a four (4) ten (10) hour work week for specified functions is for the purpose of increasing efficiency; the scheduled days off will be established by management.

All hours worked in excess of ten (10) hours in the employee's work shift or an excess of forty (40) hours in any work week shall constitute overtime work and shall be paid at the rate of time and one-half (1 1/2) the employee's regular rate of pay. Payment of sick leave, funeral leave, vacation pay and holiday pay for normal scheduled days shall be ten (10) hours during periods when an employee is scheduled to work a 10-hour shift.

Work shift is defined as the start to finish of an employee's shift regardless of whether it falls over multiple days or workweeks.

Emergency shift change is a change in an employee's regular work schedule intended for two or more shifts.

8.2 Meal Periods. Employees will be entitled to a thirty (30) minute non-paid meal period during each full shift scheduled between the third and fifth hour of the shift.

8.3 Rest Periods. Employees will be entitled to a fifteen (15) minute paid rest period during each half shift as approved by the City.

8.4 Overtime. Work performed in excess of forty (40) hours in a workweek or eight (8) hours in a workday shall be considered overtime and will be compensated at the rate of time and one-half (1 1/2) the employee's regular rate of pay. By mutual agreement of the employee and the City the above requirement for overtime after eight (8) hours of work in one (1) day may be waived.

Management shall make a reasonable effort to give employees timely notice on available overtime.

Without hampering department efficiency, management shall make a reasonable effort to offer bargaining unit employees overtime work prior to overtime opportunity being offered to temporary

employees or supervisors, as long as the bargaining unit employees possess the capability to perform the work. A reasonable attempt is one (1) phone call or personal contact.

Employees who work a minimum of two and one half (2.5) hours of unscheduled overtime between nine (9) and three (3) hours before the employee(s) regular scheduled shift and receive less than eight (8) hours off prior to their regular scheduled start time shall be compensated as if they worked for any overlap of the eight (8) hour period with their regular scheduled shift while off on an eight (8) hour rest period. The intent of this contract paragraph is to provide personnel who have been called out for substantial work at night adequate rest before reporting for the next regular work day. An exception to this allowance will be made in cases where a lack of qualified personnel requires that the employee(s) remain on shift. In such cases, the employee(s) will be released either when the emergency subsides or when qualified personnel become available for relief. Also should the employee be required to continue working into his regular shift, the employee will continue to be paid at the overtime rate until released.

Scheduled overtime is overtime scheduled with 48 hours or more advance notice.

Unscheduled overtime is overtime scheduled with less than 48 hours advance notice.

8.5 Call-Out. Any employee recalled after completion of their regular shift or on their day off-shall be guaranteed a minimum of two (2) hours pay at the overtime rate. An employee shall be permitted to leave after the emergency has been resolved for which he/she was called. In instances where the task for which the employee is called out (requested or directed to perform work) is accomplished by telephone or by remote access (e.g. by computer), or, in instances where the employee does not physically respond to the job site, the employee shall be paid a minimum of thirty (30) minutes of compensation at the overtime rate; any subsequent call-outs that occur within the thirty (30) minute compensated period will not trigger an additional thirty (30) minutes of compensation.

8.6 Meal Allowance. For each (4) hour block of unscheduled overtime, the City will pay a meal allowance of twenty dollars ($20.00) in cash. This benefit shall be valued and reported by the City as a taxable non-wage benefit as required by the IRS regulations and guidance.

8.7 Shift Change. The City must give seven (7) days' notice prior to any shift change except in an emergency, or by mutual agreement.

8.8 Responsibility Pay. Any employee who is assigned to act in the capacity of a supervisor for four (4) or more consecutive hours shall be paid at the supervisors' rate of pay or ten percent (10%); whichever is less, while so assigned. An employee receiving responsibility pay will not receive both responsibility pay and the Water Source Operator Premium.

8.9 Water Source Operator Premium. Any qualified employee who is assigned to cover responsibilities of water source operator will receive a premium of ten percent (10%) in addition to their base rate of pay.

8.10 Hazardous Materials Team Premium. The City may assign qualified employees to serve as an active member of the City's Haz Mat Team to work in support of City Fire Department Personnel and others who respond to a Haz Mat incident. Employees so assigned may be reassigned from the Haz Mat Team at any time. While serving as an active member of the Haz Mat Team, an employee shall be paid a Haz Mat premium in addition to regular wages computed as two and one half percent (2.5%) of Schedule B Range F-1 Step 5 specified in the City of Astoria IAFF (Firefighters') collective bargaining

Agreement. This premium shall be paid from and after the first month of the employee's acceptance on the State Haz Mat Team as fully qualified and certified to perform the work, and shall continue for the duration of the assignment provided that the employee remains eligible as an active member of the Haz Mat Team.

An active member of the Haz Mat Team is a member who has satisfactorily completed training and met qualification standards, and who participates in at least fifty percent (50%) of training and notifications that include six (6) of twelve (12) periodic drills/training and responds to at least fifty percent (50%) of haz mat incidents. In lieu of the foregoing participation, a member can attend classes and other special training approved in advance by the Fire Chief.

8.11 Compensatory Time. Compensatory time will be accrued at the employee's regular overtime rate and paid at the employee's regular straight time rate. Compensatory time may be earned and taken off with the mutual agreement of the City and the employee. Employees shall have the option to elect compensatory time off in lieu of being paid at the overtime rate. The employee's selection for compensatory time or overtime will be submitted on each monthly timesheet. This selection is final and cannot be changed once processed. Employees may accumulate a compensatory bank not to exceed 240 hours. All time in excess of the accrual limit shall be paid out at the end of the pay period in which it was accrued.

Compensatory time will be taken off by the employee at times which do not disrupt operations or cause the City undue hardship or otherwise avoidable overtime expense. An employee who desires compensatory time off shall arrange compensatory time off with the consent of their supervisor. Such consent shall not be unreasonably denied. Compensatory time may be taken upon mutual agreement between the employee and their supervisor.

There is no cash out of compensatory time except that the value of a compensatory time off bank shall be computed and paid to the employee upon retirement or other separation from City employment.

ARTICLE 9 - HEALTH AND WELFARE

9.1 Health/Dental/Vision. The City shall continue to provide ninety-five percent (95%) of the medical and dental premium for the employee and dependents, through CIS (City County Insurance Services) for Regence Co-Pay Plan E Rx7 medical, VSP-A vision insurance and Delta Dental Plan II dental insurance. There shall be no cash option to employees who elect not to enroll for health care coverage for themselves, spouse or children.

The parties agree to and shall bargain in good faith on an expedited basis upon request of either party concerning impacts of the Affordable Care Act or comparable legislative or rule requirements which result in an increase in premium, increases in benefits and/or plan design, other cost increases, or the imposition of a tax to be paid on the value of health care benefit related costs and contributions. In this event, should the parties not resolve the subjects of bargaining, either party may declare the contract term to be ended and the bargaining at impasse, such that the matters in dispute, shall be resolved as provided by law in the case of impasse following expiration of the contract provided that the parties shall engage in the mediation process.

Employees hired prior to July 1, 1990 who retire on or after age sixty (60), are eligible for extended medical/dental/vision benefits from the City in accordance with this Agreement. Employees' entitlement to retiree medical coverage shall be in accordance with and subject to CIS Trust rules and the terms of CIS insurance policies. The City's cost of retiree medical coverage shall not exceed the City

cost for active members for the same tier of benefit elected by the employee in the plan year of retirement, and the retiree may not elect a higher tier of benefit. The retiree coverage described in this paragraph shall be for a maximum of five (5) years and shall end sooner for the retiree or for an eligible family member from and after the date such employee or family member becomes eligible for Medicare (each becomes ineligible for CIS retiree coverage upon Medicare eligibility, and the other may continue as CIS participant until ineligibility due to Medicare or duration of this retiree coverage entitlement, whichever occurs first).

9.2 Option Not to Enroll. An employee may elect to disclaim health insurance coverage and not enroll provided that this is accomplished in accordance with CIS Trust administrative rules. In the event of a qualified status change (that is, a loss of other family health insurance coverage), an employee may enroll provided that the enrollment occurs within thirty-one (31) days of the loss of coverage, to the extent not prohibited by CIS rules.

9.3 Life. The City will pay the life insurance premium for group coverage in the amount of fifty thousand dollars ($50,000) for all employees. The benefits provided are defined by the insurance plan documents as they may be amended periodically by the group life insurance carrier.

9.4 Retirement. The City is a PERS employer and contributes to PERS in accordance with law and PERS rules for the retirement benefits of all employees. Employees shall contribute six percent (6%) of PERS subject wages as defined by law by payroll deduction.

9.5 Section 125. Employees are able to voluntarily contribute by payroll deduction to a pre-tax flexible spending account in accordance with the terms of the Plan documents and the Internal Revenue Code, in order to pay eligible medical expenses on a pre-tax basis.

ARTICLE 10 - SENIORITY

10.1 Defined. Seniority is hereby defined to mean the length of continuous service with the City from the employee's last date of regular hire. When making personnel assignments for the following: 1) holiday work; 2) overtime, and 3) shifts; ability along with seniority, qualifications, and department efficiency will be considered.

10.2 Promotions. In making promotions, when all of the management criteria for selection are equal; as determined by management, seniority will be the determining factor.

10.3 On-Call. The on-call procedure is intended to provide the citizens of Astoria with a timely response to short term emergency situations.

Management will provide a sign-up list to qualified Utility Worker I, Utility Worker II, Senior and Lead Utility Workers on a quarterly basis. The list will consist of on-call weeks for the upcoming quarter (3 months). Sign-up for on-call weeks will be based on seniority. All qualified utility workers must sign-up for a minimum of six weeks per year. This minimum requirement may be reduced if another qualified employee voluntarily accepts the on-call weekly assignment from the scheduled employee. Supervisors must be notified 72 hours in advance of the beginning of all on-call shift trades. Weeks that are not filled voluntarily will be filled in order of reverse seniority unless a more senior employee volunteers. Except in cases of staff shortages or emergencies, employees will not be required to be assigned on-call more than eight weeks per year or more than twice per month.

For wastewater call-out, management will provide a sign-up list for qualified wastewater personnel on a quarterly basis with the goal of providing a balanced schedule for employees. Sign-up for wastewater call-out will be based on seniority.

No employee shall fill the on-call assignment more than two (2) consecutive weeks and no more than three (3) weeks per month without supervisor approval.

In the event these outlined procedures are unable to provide emergency coverage, management will assign employees to on-call based on ability, seniority, qualifications and department efficiency.

On-call assignments shall be designated in weekly increments, and shall commence and end at the start of dayshift on Wednesday. The name of the employee on-call will be provided to dispatch by Management. While on, on-call assignment, the employee will carry a City provided cell phone so they will have freedom of movement and may be reached with the least inconvenience to both parties. A City logoed vehicle will be provided for commuting to and from work during the assigned week for on-call duties only.

The on-call employee must answer all phone calls from dispatch and respond onsite within a reasonable time. If additional personnel are needed, the on-call employee will contact other crew members based on ability, seniority, qualifications and department efficiency.

The compensation for seven days of being on-call, above and beyond any other call-out compensation will be five hundred and fifty dollars ($550) or six hundred dollars ($600) during weeks that include City designated holidays. On-call pay is not payment for hours worked and may not be converted to compensatory time. During the week of on-call duties the employee is not eligible for scheduled overtime unless assigned by a supervisor in an emergency. Wastewater Supervisor and Wastewater Operator shall also be eligible for on-call assignment as determined by the City and shall be compensated at the same rate as set above per week while assigned.

The most senior qualified Utility Worker or Wastewater Operator/Supervisor who signs up shall be entitled to the on-call assignment for the week(s) selected. If no Utility Worker or Wastewater Operator/Supervisor signs up for the on-call for a particular week other qualified members of the bargaining unit may volunteer to be assigned to on-call duties. In the event that no one signs up for a particular week, then the least senior Utility Worker or Wastewater Operator/Supervisor will be assigned and shall be required to accept the on-call assignment for the week. If a least senior employee who would be required to accept the on-call assignment has a conflict due to pre-arranged training or pre-approved vacation, the obligation to fulfill the on-call assignment shall be determined in inverse order of seniority or to a qualified bargaining unit employee who volunteers for the on-call assignment. The City reserves the right to utilize management personnel for on-call if all bargaining unit employees decline to volunteer. No employee shall fill the on-call assignment more than two (2) consecutive weeks and no more than three (3) weeks per month without supervisor approval.

In situations where an employee assigned on-call desires to be relieved of on-call responsibility for any portion of the on-call assignment, it shall be the employee's responsibility to find a substitute and inform management of the substitution.

In the event the employee on-call is called in to work, the employee will be compensated in accordance with Section 8.5 of this Agreement relating to call-out.

10.4 Layoff. Regular employees shall be laid off in inverse order of hire within a department as long as the remaining employee is capable of performing the available work without further training by the Employer.

10.5 Recall. When employees are laid off, they shall maintain their seniority rights during the layoff not to exceed twenty-four (24) months. Employees being called back to work after a layoff and within the twenty-four (24) month recall period shall be given a two (2) week notice of such return by certified mail.

10.6 Seniority List. A seniority list shall be prepared by the City when requested by the Union, but not more often than each six (6) months, for all employees covered by the Agreement and a copy will be sent to the Union.

10.7 New Employees. New employees hired on a regular basis must successfully serve a six (6) month probationary period prior to being granted seniority and regular status. Employee seniority date shall be determined by the last date hired as a regular employee.

The Union 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 contract and shall not be subject to the grievance procedure.

Promotion within a department shall require a six (6) month probationary period. During such probationary period, the employee shall continue to enjoy all rights and protections afforded by this Agreement, including those provided for in Article 12 -Discipline and Discharge, except that the employee shall upon their own initiative have the right to return to the position he/she held prior to the promotion and the City shall also have the right to return the employee to their prior position.

10.8 Job Bidding. All vacancies and new positions, within the bargaining unit, shall be furnished to the staff and the Union 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. Selection of an employee for a promotion (or lateral transfer) is based on past work record, education, knowledge of the job duties, skills and abilities to do the job.

ARTICLE 11 - GENERAL PROVISIONS

11.1 Job Description. All employees covered by this Agreement shall receive a job description upon entry into the City service, change of status, or changes made in their job description(s).

11.2 Maintenance of Standards. During the term of this Agreement, no employee shall be deprived of any benefit or working condition not contained herein that is a mandatory subject of bargaining as provided by State statute. If the City desires to change such benefit or working condition, not referenced herein, it may only do so by negotiation as provided by State statute.

11.3 Non-Discrimination. 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.

11.4 Travel Reimbursement. It is the policy that City-owned vehicle should be used any time an authorized employee travels on official business for the City. Should a City- owned 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-owned one is unavailable, the City will provide reimbursement for all costs or operation of such vehicle, including insurance, at the IRS Standard Mileage Rate.

If a City-owned 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 for the costs of operation; including insurance, will be seventy-five percent (75%) of IRS mileage rate.

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 "non-owned" vehicle insurance coverage. Authorized employees are to provide their own collision, and/or property damage insurance on the privately owned vehicle.

11.5 Hazardous Work. The City agrees to provide any necessary training and equipment to the employees when required to perform hazardous work or handle hazardous materials.

11.6 Licenses. The City will bear the expense of meeting driver's license requirements imposed by the State that are required for employees in their job assignments, other than the basic driver's license.

11.7 Evaluations. A copy of the individual's evaluation sheet shall be given to the employee at the time of said evaluation after completion and signing by all required parties.

11.8 Protective Clothing. The Employer shall supply special articles of clothing on an as needed basis such as rain gear, gloves, hip or knee boots, overalls, and all OSHA required articles. Each employee will be provided three (3) short-sleeved and two (2) long-sleeved uniform shirts with the City logo at hire and will replace as needed. Employees shall receive a boot allowance of up to three hundred dollars ($300.00) annually which will be reimbursed based on submittal of receipts and/or invoices showing the nature and amount of expenditure (an accountable plan per Internal Revenue Service requirements for non-taxable benefit treatment.

11.9 Eye Glasses. The City will replace eyeglasses damaged on the job through no negligence on the part of the employee for cost of such glasses, not to exceed three hundred dollars ($300.00).

11.10 Safety. The City is committed to providing and maintaining a safe workplace as defined in the City's Safety and Health Policy as amended periodically. The employees in each department shall elect a representative to the Safety Committee.

11.11 Drug and Alcohol Policy. Parties to this Agreement will abide by the City's Alcohol and Drug Policy.

11.12 Aquatic Center Pass. The City shall provide an Aquatic Center Pass to any full-time bargaining unit member for the employee's use upon application of the employee. This benefit shall be valued and reported by the City as a taxable non-wage benefit as required by the IRS regulations and guidance. In the event Aquatic Center Pass benefits are reduced or eliminated for the police and fire bargaining units, the City may adjust or eliminate this benefit for bargaining unit members in order to maintain City-wide consistency for Aquatic Center Passes without further bargaining concerning the decision or impacts of the decision.

ARTICLE 12 - DISCIPLINE AND DISCHARGE

12.1 Standard. Discipline shall be for just cause, including progressive discipline when appropriate. Discipline means written reprimands, suspension without pay and reductions in pay, demotion and discharge. Corrective action such as counseling, verbal warnings and work plans do not constitute discipline and are not subject to grievance. In the event an employee disagrees with facts stated in discipline documentation filed in the personnel file, the employee may submit a factual response which shall be retained with the discipline documentation.

The parties recognize that effective corrective and disciplinary action is administered on a timely basis, and will cooperate toward achieving that end.

12.2 Due Process. When the City determines that a suspension without pay, demotion or dismissal may be the appropriate action to be taken against a regular employee, the following process shall be followed:

1. The employee shall be notified of the charges that are the basis for possible disciplinary action and the range of discipline under consideration;

2. The employee will be given an opportunity to refute the charges or offer any extenuating or mitigating circumstances either in writing or orally in an informal hearing before a decision as to the specific disciplinary action to take, if any, is made by the City. At their request, the employee will be entitled to be accompanied by a fellow employee or a representative of the Union at the informal hearing.

ARTICLE 13 - GRIEVANCE PROCEDURES

13.1 Grievance Procedure. The employee and the Union may grieve a violation of this Agreement in the following manner:

Step 1. Within ten (10) working days immediately following the date the employee had or should have had knowledge of the grievance, whichever date is earlier, the employee or the Union shall make a good faith attempt to resolve the dispute informally by meeting with the employee's immediate supervisor. The employee's supervisor shall attempt to resolve the dispute and respond in writing within ten (10) working days of a discussion with the employee and/or a Union representative.

Step 2. The employee or Union representative shall file the grievance in writing with the Public Works Director within ten (10) working days from the employee's or Union's receipt of at the written Step 1 response. The written grievance shall include:

A. Name of the employee on whose behalf the grievance is raised.

B. A clear and concise statement including all dates and facts necessary to give a full and objective understanding of the employee's and Union's position.

C. The sections of the contract violated.

D. The remedy sought by the employee.

E. The Union representative or employee's signature and date.

The Public Works Director shall respond to the employee, in writing, within ten (10) working days from the receipt of the written grievance.

Step 3. If the Union is dissatisfied with the Public Works Director's decision, the Union representative, within ten (10) working days of receipt of the Public Works Director's decision,

shall submit a grievance to the City Manager. The City Manager will schedule a meeting and opportunity for the Union and the Grievant to identify and explain the error in the Step 2 decision, and shall respond to the employee, in writing, within five (5) working days from the receipt of the written grievance or ten (10) working days from the meeting.

Step 4. Within five (5) working days of the City Manager's decision, the Union may pursue the grievance to arbitration by notifying the City Manager of their intent to proceed and shall request a list of seven (7) arbitrators from the FMCS, provided such arbitrators are Oregon or Washington residents and are members of the National Academy of Arbitrators. The parties shall mutually select the arbitrator from the list by alternately striking a name until one (1) name remains. The party to strike the first name shall be determined by a coin toss. The striking shall be conducted no later than ten (10) days from receipt of the list.

The decision of the arbitrator shall be requested in writing no later than thirty (30) days from final hearing and shall be binding on both parties. The arbitrator shall have no authority to add, delete or modify the contract or personnel policies which have been duly adopted by the City.

13.2 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 Union fails to submit the grievance in accordance with these time limits, without a waiver, they shall not be entitled to bring the grievance before the Joint Conference Board or an arbitrator. In the event the City fails to meet the time limits, the employee/union may move the grievance to the next step. A grievance may be terminated at any time upon receipt of a signed statement from the employee that he/she does not wish to pursue the matter further. Days, as used in this Article, shall be defined as Monday through Friday and excluding any day of holiday observance as specified in Article 5- Holidays, hereof

13.3 Probationary Employees. Probationary employees shall not be entitled to utilize this grievance procedure in any discipline matter and may not grieve or appeal dismissal from employment.

13.4 Costs. Expenses for the arbitrator shall be borne equally by the City and the Union. Each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings before the Joint Conference Board or before the arbitrator, it may cause such a record to be made, provided it pays for the record and makes a copy available without charge to the arbitrator or the Board. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies. If meetings, hearings and conferences are held during an employee's regular work hours, no loss of pay or benefits shall be suffered during regular work hours. It is understood that the City shall not incur overtime liability as a result of such meetings, hearings or conferences.

ARTICLE 14 - SEVERABILITY

14.1 It is understood and agreed that all agreements herein are subject to all applicable laws. If any provision of this Agreement is in contravention of State or Federal laws, such provisions shall be superseded by the appropriate provisions of such laws or regulations with which the City shall comply for so long as such requirements continue in force and effect.

ARTICLE 15 - MANAGEMENT RIGHTS

15.1 Except as limited by an express provision of this Agreement, the Employer 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.

15.2 The Employer and the Union hereby recognize that delivery of services in the most efficient, effective and courteous manner is of paramount importance to the Employer, 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 Employer'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.

15.3 The Employer may 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 Employer must retain broad authority to fulfill its responsibilities and may do so by oral or written work rules, existing or future.

ARTICLE 16 - DURATION

16.1 The length of this contract shall be from July 1, 2026 through June 30, 2029 and shall continue year to year thereafter unless written notice of desire to terminate or modify the Agreement is served by either party upon the other no later than January 1, 2029, or any subsequent January 1st.

SIGNED this 8 day of September, 2026.

CITY OF ASTORIA

BY: _____
MAYOR

BY: _____
CITY MANAGER

TEAMSTERS LOCAL NO. 58
(PUBLIC WORKS)

BY: _____
BUSINESS REPRESENTATIVE

SCHEDULE D WAGES

PUBLIC WORKS UNION EMPLOYEES SCHEDULE D EFFECTIVE JULY 1, 2026						
POSITION	**RANGE**	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**	**STEP 5**
Utility Worker I Machine Mower/Utility Worker Equipment Servicer	PW-1	$26.12	$27.43	$28.80	$30.24	$31.75
Sweeper Operator Maintenance Technician	PW -2	$27.47	$28.84	$30.28	$31.79	$33.38
Utility Worker II Equipment Mechanic I	PW-3	$28.95	$30.40	$31.92	$33.52	$35.20
Wastewater Operator Water Quality Technician	PW-4	$30.37	$31.89	$33.48	$35.15	$36.91
Equipment Mechanic II Senior Utility Worker Stores Supervisor Water Source Operator	PW-5	$31.92	$33.52	$35.20	$36.96	$38.81
Lead Utility Worker Interim Wastewater Supervisor Water Quality Supervisor Senior Building Facilities Technician Senior Maintenance Technician	PW -6	$33.44	$35.11	$36.87	$38.71	$40.65
Wastewater Treatment Supervisor	PW-7	$36.13	$37.94	$39.84	$41.83	$43.92

PUBLIC WORKS UNION EMPLOYEES SCHEDULE D EFFECTIVE JULY 1, 2027						
POSITION	**RANGE**	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**	**STEP 5**
Utility Worker I Machine Mower/Utility Worker Equipment Servicer	PW-1	$27.56	$28.94	$30.39	$31.91	$33.51
Sweeper Operator Maintenance Technician	PW -2	$28.98	$30.43	$31.95	$33.55	$35.23
Utility Worker II Equipment Mechanic I	PW-3	$30.54	$32.07	$33.67	$35.35	$37.12
Wastewater Operator Water Quality Technician	PW-4	$32.04	$33.64	$35.32	$37.09	$38.94
Equipment Mechanic II Senior Utility Worker Stores Supervisor Water Source Operator	PW-5	$33.68	$35.36	$37.13	$38.99	$40.94
Lead Utility Worker Interim Wastewater Supervisor Water Quality Supervisor Senior Building Facilities Technician Senior Maintenance Technician	PW -6	$35.28	$37.04	$38.89	$40.83	$42.87
Wastewater Treatment Supervisor	PW-7	$38.12	$40.03	$42.03	$44.13	$46.34

PUBLIC WORKS UNION EMPLOYEES SCHEDULE D EFFECTIVE JULY 1, 2028						
POSITION	**RANGE**	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**	**STEP 5**
Utility Worker I Machine Mower/Utility Worker Equipment Servicer	PW-1	$29.08	$30.53	$32.06	$33.66	$35.34
Sweeper Operator Maintenance Technician	PW -2	$30.57	$32.10	$33.71	$35.40	$37.17
Utility Worker II Equipment Mechanic I	PW-3	$32.22	$33.83	$35.52	$37.30	$39.17
Wastewater Operator Water Quality Technician	PW-4	$33.80	$35.49	$37.26	$39.12	$41.08
Equipment Mechanic II Senior Utility Worker Stores Supervisor Water Source Operator	PW-5	$35.53	$37.31	$39.18	$41.14	$43.20
Lead Utility Worker Interim Wastewater Supervisor Water Quality Supervisor Senior Building Facilities Technician Senior Maintenance Technician	PW -6	$37.22	$39.08	$41.03	$43.08	$45.23
Wastewater Treatment Supervisor	PW-7	$40.22	$42.23	$44.34	$46.56	$48.89