

**AGREEMENT BETWEEN
CITY OF ASTORIA
&
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS (I.A.F.F.)**

July 1, 2021 – June 30, 2024

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CITY OF ASTORIA FIRE DEPARTMENT

THIS AGREEMENT is entered into by and for the City of Astoria, Oregon, and the International Association of Fire Fighters (IAFF), Local 696, or their successors effective as of July 1, 2021.

It is the purpose of this document to set forth in full the agreement between the IAFF Local 696, AFL-CIO, hereinafter referred to as the "Association" and the City of Astoria, Oregon, hereinafter referred to as the "City".

ARTICLE 1 - RECOGNITION

The City hereby recognizes the Association as the exclusive representative within the meaning of ORS 243.650(8), representing all employees within the department, excluding the Fire Chief, Deputy Fire Chief – Operations & Training, Deputy Fire Chief - Fire Marshal & Emergency Manager and confidential employees.

ARTICLE 2 - ASSOCIATION MEMBERSHIP

Except as provided in Article IV, each employee who elects to become a represented member of the Association shall maintain his membership in the Association subject to any right the member has to discontinue such membership. New employees become a member of the Association by presenting to the City a proper authorization approved by the Association President and acceptable to the City as sufficient to meet the requirements of law, for the deduction of Association dues from their employee's wages.

ARTICLE 3 – ASSOCIATION RIGHTS

SECTION 1. The City agrees to deduct the regular Association membership dues or fair share fees from the pay of those employees where requested by the Association. The aggregate deductions of all employees shall be remitted, together with an itemized statement, to the treasurer of the Association by the 10th day of the succeeding month that such deductions are made.

SECTION 2. The Association agrees to hold the City harmless from any and all claims, actions or suits relating to the responsibility of the City pursuant to this Article including, but not limited to, City Attorney's fees and costs incurred.

ARTICLE 4 - DUES DEDUCTION AGREEMENT

SECTION 1. The City will notify the Association of new employees hired into bargaining unit positions. As part of the City orientation process for new employees, each new employee will be provided a copy of the labor agreement and any materials submitted as a "packet" by the Association for delivery to new represented employees. The Association shall furnish the City with information which describes objectively the rights of the employee to engage in protected union activity including the right to decline to pay union dues, and the rights to participate fully in union affairs, to refrain from doing so, and to work without maintaining membership in the union.

SECTION 2. If an employee represented by the Association properly notifies the City of a change in the employee's authorization for employee Association dues deductions from pay, the City will submit a copy thereof to the Association at the time a change is entered in the payroll or personnel records of the employee. The Association agrees that new or changed payroll deduction authorizations submitted by any represented employee shall govern the next issued payroll provided that request is received seven days or more before the payroll is closed for payment processing.

SECTION 3. 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 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 service fee should be ordered reimbursed to any nonmember, the Association and its members shall be solely responsible for reimbursement. In addition, the Association 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.

ARTICLE 5 - SENIORITY

SECTION 1. Definition

Subsection A. "Seniority," as used in this Agreement, is determined by the length of an employee's continuous service with the Astoria Fire Department since his/her last date of hire and not the date of appointment. A copy of the current seniority list is included in this contract. Updates during the course of the contract can be obtained by contacting Human Resources. Corrections noted by the Association shall be made within 30 days. If two (2) or more people have the same date of hire, then seniority will be based upon their order upon the original hiring list.

Subsection B. "Continuous Service" is defined as that service unbroken by separation from Fire Department employment, to include that time spent on vacation, sick leave, employer-approved leave of absence with pay, absence due to military leave, or service related disability leave or non- service disability leave not in excess of twelve (12) months according to the provision of Article 5, Sections 5 through 9.

Subsection C. "Classification Seniority," as used in this Agreement, is determined by the date of hire into or promotion into that classification.

1. If two (2) or more people have the same date of hire or promotion within the classification, seniority will be based upon their order upon the original promotion list. If no promotional list was established, then seniority will be decided according to the provisions of Article V, Section I, Subsection A.

2. If an employee has promoted out of a position, that employee maintains his/her seniority within previously held positions.

SECTION 2. An employee shall lose all seniority in the event of voluntarily quitting, termination of employment, failure to return to work within 21 days after being recalled from a layoff, layoff of more than two years, or failure to return to work from a specified leave with or without pay.

SECTION 3. In the event of layoff for any reason, employees shall be laid off in the inverse order of their seniority according to the provisions of Article V, Section I, Subsection A. Employees shall be called back from layoff in the order of their seniority of service according to the provisions of Article V, Section 1, Subsection A. A laid off employee who declines to accept reappointment or who does not report for duty when notified by registered mail at his last known address within 21 days from receipt of notice shall be considered permanently separated from service.

SECTION 4. In the event of an employee being demoted or reclassified for non-disciplinary reasons, employees shall be demoted/reclassified in the inverse order of their classification seniority according to the provisions of Article V, Section 1, Subsection C. Employees being demoted/reclassified for non-disciplinary reasons shall be placed on a promotional list, based upon their classification seniority, for the next available position(s) within that classification. Upon the employees' return to the prior classification, he/she will be returned to the salary step paid (A, B, C, D, E) at the time of demotion/reclassification.

SECTION 5. In the event a bargaining unit member, who has completed the probationary period, is, while off-the-job, injured or becomes ill, and is then later medically certified to return to his/her prior position by his/her attending physician, the employee shall have the right to return to work as follows:

Subsection A. If the period of being off work due to injury or illness is one calendar year or less, the employee will be reinstated with no break in seniority and will be entitled to bump the least senior employee. If such bumping is necessary to create a vacancy, that employee can bump into any prior held position on the basis of seniority. If the injured or ill employee's job has been left vacant, it shall be considered available for the twelve-month period, in which case no bumping would be necessary.

1. The final employee bumped will be placed on the laid off list and will be the first to be recalled when a vacancy occurs.
2. The bumped employee will continue to retain earned seniority for up to one year while on the layoff list, but will not earn seniority while on the layoff list. The effect being that the bumped employee can be recalled within one year without suffering a break in seniority.

Subsection B. If however, the period of being off work due to injury or illness is greater than one calendar year, the injured or ill employee returning to work must wait for the next available job opening and has no bumping rights.

To return to employment, the injured or ill employee must pass the fire department physical agility test, be cleared for employment through a background check and then the job offer is contingent upon the employee successfully passing a medical exam, thus being cleared for a fire fighter position.

SECTION 6. On the job injury and illness is governed by State of Oregon worker compensation law and administrative rules. Following such injury or illness a firefighter must be approved to return to full duty by a qualified healthcare provider.

SECTION 7. Every employee hired into the bargaining unit shall serve a probationary period of twelve (12) months.

The Union recognizes the right of the City to terminate these 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.

SECTION 8. Employees promoted to a higher paying position within the bargaining unit will serve a six (6) month 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 contract and shall not be subject to the grievance procedure.

SECTION 9. 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.

SECTION 10. In the event of budgetary constraints that lead to position eliminations, bargaining unit members who have accepted a management position shall retain their seniority within the department as defined in Article V, Section 1, Subsection A, as well as their "Classification Seniority" as defined in Article V, Section 1, Subsection C and will be reflected in the annual Addendum for Departmental and Classification Seniority. In addition, all provisions of Article V "Seniority" of the collective bargaining agreement, will apply to those members.

ARTICLE 6 - WAGES

SECTION 1.

Effective July 1, 2021, the wage adjustment is 3% for all classifications. Payments of the wage adjustment retro to July 1st may be computed for each employee as 3% of the W-2 wages paid during the retro period.

SECTION 2.

Effective July 1, 2022, the wage adjustment is 3% for all classifications.

SECTION 3.

Effective July 1, 2023, the wage adjustment is 3% for all classifications.

SECTION 4.

Employees who attain or have attained the following EMS Certifications/Licenses shall receive the corresponding incentive percentage based upon Schedule B, Range 22, Step E:

Advanced EMT – 2%

EMT Intermediate – 4%

Paramedic – 7.25%

Certification premiums will begin on the first pay period after the date the employee is certified.

ARTICLE 7 - HAZMAT COMPENSATION

SECTION 1. Employees who are active members of the Hazmat Team shall be compensated at 2.5% of Schedule B, Range 22, Step E.

An active team member is defined as a member who participates in 50% of training and notifications that include 6 of 12 periodic drills/training and 50% of hazmat incidents. In lieu of 50% of drills/training and hazmat incidents a member can attend classes and other special training approved by the Fire Chief. If a member is no longer active based on the criteria above the Hazmat Team incentive will be discontinued. Active membership will be reviewed by the Fire Chief/Deputy Fire Chief in July and January.

During these reviews, if participation criteria has not been met, the Hazmat team member will be placed on a six-month grace period to gain compliance with participation criteria with no impact to the Hazmat pay compensation. If at the end of the grace period the team member has satisfied the participation criteria they will remain an active team member and continue to receive the hazmat compensation. If at the end of the grace period the team member has not satisfied the participation criteria the team member will formally be removed from the Hazmat Team.

ARTICLE 8 - TUITION REIMBURSEMENT

SECTION 1. Tuition Reimbursement. For the purpose of encouraging employees to pursue appropriate courses of study related to fire service, employees will be reimbursed for educational courses at Management's discretion, pursuant to the following criteria:

- A. Employees who have been employed for at least twelve 12 months will be eligible;
- B. The City shall provide a maximum of \$3500 per year for the term of this agreement for funding this article. Funds not expended in a given year shall not carry over to subsequent year.
- C. Payment shall be limited to eight (8) 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 eight (8) credit hours, and the employee desires to use the full eight (8) credit hours, then the City will pay the difference between the other funds and the cost of the eight (8) credits;

- D. For a maximum of eight (8) 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 receives a grade of "C" or better.
- G. The Chief, in his/her discretion, shall determine whether a specific course is sufficiently related to fire service to be eligible for reimbursement under this article.
- H. This article shall not be subject to the contractual grievance procedures or other administrative remedy. Decisions of the Chief shall be final and binding.

SECTION 2. For budgeting purposes, an employee must notify the Fire Chief by March 31, of an intention to attend school.

ARTICLE 9 - RETIREMENT

SECTION 1. Employees will participate in the Public Employees Retirement System (PERS).

SECTION 2. The City shall pay its established rate, as calculated by PERS, and the employee shall pay 6% of wages toward the public employee retirement system.

ARTICLE 10 - HEALTH AND WELFARE BENEFITS

SECTION 1. The City agrees to make available to all bargaining unit members existing medical, dental and vision plans subject to availability from the insurance carrier. Such coverage shall be provided to all full-time, regular and probationary employees and their dependents. The coverage begins the first of the month following the first 30 days of employment.

Subsection A. The City shall provide 95% of the medical, dental and vision premiums for the employee and eligible dependents. Current plans are Regence Copay Plan E RX7, Delta Dental II Plan and VSP-A vision provided through City County Insurance Services. Should any Plan changes be necessitated in the future, such Plan(s) must be substantially similar to the Copay Plan E RX7, Delta Dental II Plan and VSP-A plans on the whole. The employee is responsible for the remaining 5% of the premium cost, regardless whether coverage is for single, double, family or any combination of dental and/or medical.

If an employee declines coverage in the City's health insurance plan and is insured under other health coverage, the employee shall receive a "cash-in-lieu" payment as wages included in their paycheck. Such cash payment and coverage eligibility will be made in compliance with City County Insurance Services rules.

SECTION 2. The City agrees to provide twenty-four hour, seven days a week, life insurance coverage in the amount of \$50,000 per employee at no cost to the employee. Life insurance shall meet the requirements of ORS 243.025 with respect to mandatory coverage for firefighters.

Subsection A. All regular employees will have the option to purchase life insurance coverage provided through the City's life insurance provider at retirement, subject to any changes imposed by the insurance carrier.

SECTION 3. The City's current long-term disability program will remain in effect during the term of this agreement.

SECTION 4. Health Reimbursement Account (HRA)

The City will contribute into a Health Reimbursement Account on behalf of each bargaining unit employee who is enrolled in CIS health coverage and eligible to participate in the HRA. Employees who are not enrolled or who have waived health coverage shall not be eligible to receive HRA contributions:

From the 1st of the month following the date of the signed contract, the City will make the following contributions on behalf of eligible bargaining unit employees based on current plan benefit amounts:

If CIS coverage is Employee only:	\$140.00 per month
If CIS coverage is Employee plus dependent(s)	\$180.00 per month

ARTICLE 11 - SICK LEAVE

SECTION 1. Sick leave will be provided to all employees in the Association for non- occupational disability. Employees working a 56-hour a week shift will accrue sick leave at the rate of 16 hours per month.

Accruals for partial months worked shall be pro rata. For example, Employees working a 40-hour a week shift will accrue sick leave of either 8 hours when assigned five, eight hour days or 10 hours when assigned four, 10 hour days.

Subsection A. Accumulated unused sick leave shall be limited to 2464 hours for the duration of this contract.

SECTION 2. New employees will accrue sick leave from the date of employment and can utilize accrued benefits without a waiting period.

SECTION 3. When an employee must be away from the job because of serious illness in the immediate family, such time off may be granted by the Fire Chief and charged against sick leave.

Subsection A. The immediate family means mother, father, spouse, sister, brother, mother-in-law, father-in-law, grandparents, and grandparents of spouse, children or grandchildren of the employee. A person or persons residing in the employee's home is considered a family member.

SECTION 4. Upon retirement from the City, a PERS employee hired prior to August 29, 2003 will have all of their accumulated unused sick leave up to 2080 hours, reported to PERS for enhanced

retirement benefit. This benefit may only be utilized to the extent permitted by law and the PERS statutes and administrative rules.

Employees hired on or after August 29, 2003, as members of the Oregon Public Service Retirement Plan (OPSRP), cannot use accumulated unused sick leave for enhanced retirement benefit.

SECTION 5. In the event of the death of an immediate family member, as defined in SECTION 3, Subsection A. above, the employee will be allowed to take accumulated sick leave in connection with bereavement leave upon approval of the Fire Chief or designee.

Employees shall be allowed to use one shift (24 hours) of sick leave to attend the funeral of non-immediate family members.

SECTION 6. The City may exercise flexibility regarding the eligibility or extension of any leave of absence when requested by the affected employee. Granting or denying any exceptions to the clauses in this Article will be at the sole discretion of the City and will be based on legal requirements and the reasonableness of fulfilling the request.

ARTICLE 12 - STABILITY PAY

SECTION 1. Upon completion of the fifth (5th) year of continuous service, an employee becomes eligible for stability payments. Stability payments will be included in regular monthly pay checks and are considered as part of an employee's regular, monthly compensation.

SECTION 2. The following constitutes the percentages applied against Step E of the employee's range:

- A. Employees with five (5) full years of credit up to ten (10) full years of credit - 2%
- B. Employees with ten (10) full years of credit up to fifteen (15) full years of credit - 3.5%
- C. Employees with fifteen (15) full years of credit up to twenty (20) full years of credit - 4.5%
- D. Employees with twenty (20) full years of credit and over - 6%.

ARTICLE 13 - RESPONSIBILITY PAY

When an employee is assigned to assume the duties and responsibilities of a position in a classification higher than his/her own classification for one (1) or more full twenty-four (24) hour shifts or any portion of a shift in excess of two (2) or more consecutive hours, the employee will receive an increase in pay of at least five percent (5%) of the employee's base wage, not to exceed the top step of the higher salary range. 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.

ARTICLE 14 - UNIFORMS AND EYEGLASS REPLACEMENT

SECTION 1. The City shall supply, at no cost to bargaining unit employees, all required uniform and personal safety equipment deemed necessary and appropriate for Department personnel in the performance of duty, including footwear. The Fire Chief, at his discretion, shall assign a Quartermaster to review requests for replacement of worn or damaged parts of a uniform and personal safety equipment. Uniform purchases and compliance is governed by fire department "Standard Operational Guidelines".

SECTION 2. Eyeglasses that have been damaged or lost on the job with no negligence on the part of the employee shall be replaced at no cost to the employee, not to exceed three hundred fifty dollars (\$350.00), after any available insurance reimbursement.

ARTICLE 15 - FITNESS

SECTION 1. The City will provide medical exams (using NFPA 1500 guidelines) for all regular employees. The physicals will be conducted during the months of January - May.

SECTION 2. The City will arrange for annual flu shots for all regular employees, and pay the cost or portion thereof not covered by insurance.

SECTION 3. Employees shall be granted individual passes for use of the Astoria Aquatic Center as an enhancement to the Physical Fitness Program and as a taxable benefit in accordance with the City policy pertaining to employee Aquatic Center passes.

SECTION 4. PHYSICAL FITNESS PROGRAM

Subsection A. Purpose: The purpose of the City of Astoria Fire Department physical fitness program is to administer a fitness test to fire personnel. This program is strictly voluntary but the City encourages all personnel to test during the semiannual testing procedure. This policy is available to all personnel.

Subsection B. Standards: The basic standards of the physical fitness program are detailed in Attachment A, "Physical Fitness Test Administration".

Subsection C. Conduct of Examination: Fire personnel, 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 semiannually. Testing will occur in March and October of each year.

Tested fire personnel 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, unless the FLSA and/or the hours and overtime article of this labor agreement requires otherwise.

A participant who scores 125 points or more will be at the "distinguished" level. A participant who scores 100 points up to 124.99 points will be at the "competent" level.

Subsection D. Physical Examinations: Prior to testing, fire personnel volunteering to participate are encouraged to have a medical exam, and should start exercising slowly to prepare themselves. The fire personnel's blood pressure and pulse shall be taken before testing. A resting blood pressure over 140 over 90 or a resting pulse over 90 will preclude the fire personnel from testing until the City is in receipt of a medical doctor's release.

Subsection E. Semi-annual Award: Fire personnel who are rated competent under the requirements of the program during the semi-annual testing procedure shall have added to their regular paycheck a one-time award of \$200 for those employees who meet the "competent" rating. Fire personnel who receive a "distinguished" rating of the program shall receive a \$300 award payable as stated above. The Association will provide the Fire Chief/Deputy Fire Chief with the names and scores of the participants in writing. The Fire Chief/Deputy Fire Chief will notify the City Finance department of employees entitled to payment for fitness awards.

ARTICLE 16 - JOB DESCRIPTION AND RECLASSIFICATION

SECTION 1. The City shall maintain written job descriptions regarding fire department related work that shall include, but not be limited to, titles and written specifications for various classes as they relate to the fire department. Job titles shall refer to a specific class and not to the individual. Each class shall have a specification that includes a concise descriptive title, a description of the responsibilities and a statement of the minimum or desirable qualifications for each class. Any time a job description changes, such description shall be posted in each station.

SECTION 2. The City Manager may reclassify a position whenever the duties materially change. Reclassification may not, however, be used to avoid a restriction concerning demotion, promotion or compensation.

ARTICLE 17 - HOURS AND OVERTIME

SECTION 1. The work schedule will be as follows: 24 consecutive hours on duty, 24 consecutive hours off duty, 24 consecutive hours on duty, 24 consecutive hours off duty, 24 consecutive hours on duty, 96 consecutive hours off duty (Modified-Detroit Schedule).

SECTION 2. The City shall notify employees of all shift changes. Employees shall be given 2 weeks notice of changes in shift unless in the case of an emergency or by mutual agreement, or required by operational necessity as a call-back.

SECTION 3. All employees will be paid overtime on the basis of a 27-day work period. Hours of work, including sick leave, vacation and actual holiday hours (as defined in Article XIX, Holidays, Section 1) worked in excess of 204 hours will be compensated at a pay rate of time and one half (12 hours) to meet FLSA requirements. For pay purposes under the FLSA the work period for shift employees shall be twenty-seven (27) consecutive calendar days; for this purpose the parties elect FLSA 7(k).

SECTION 4. Employees may choose whether they receive overtime compensation in the form of time off or pay. In any event, employees may not accrue more than 240 hours of compensatory time. All overtime worked when an employee has 240 hours of compensatory time on the books shall be paid. Compensatory time off may be used upon mutual agreement between the employee and the Fire Chief.

ARTICLE 18 - TRADE TIME

SECTION 1. Time trades will be handled per policy with notification and acceptance by the immediate supervisor and approval by the Fire Chief, or the Chief's designee, in the event of the Chief's absence. Requests will be submitted by the completion of the Fire Department trade time approval Form.

SECTION 2. The City will allow employees to trade work time for each other so long as:

Subsection A. The person working the trade time is qualified to perform the duties of the position;

Subsection B. The person who will be absent gives reasonable prior written notice to the company officer(s) involved; and, the employee agreeing to work a trade shift becomes accountable to meet attendance and performance requirements to the same extent as if originally scheduled for the work shift;

Subsection C. The practice of trading time does not affect an employee's training requirements or ability to do the work assigned to his position.

Subsection D. The trade time is not utilized for purposes of acquiring a call shift; and

Subsection E. Trade time is not utilized so as to result in an employee being paid for more than 24 hours in a 24-hour period.

SECTION 3. Time worked in trade for another person will not constitute "time worked" for purposes of holiday pay, the FLSA or Oregon law so long as the request to trade time originates with an employee, not the employer.

SECTION 4. The City shall not be obligated to enforce any trade time obligation by any means, which shall be the sole responsibility of the employees involved.

ARTICLE 19 - HOLIDAYS AND FLOATING HOLIDAY

SECTION 1. Fifty-six hour/week employees will receive twelve (12) hours compensation as part of regular wages on the holiday. Designated holidays are New Year's Day, Martin Luther King's Birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day. Employees will receive six (6) hours compensation as part of regular wages for Christmas Eve.

SECTION 2. Employees who work a regular or overtime shift on a designated holiday shall receive holiday pay computed as one and one-half (1-1/2) times the regular rate for hours worked from

8:00 am - midnight (not to exceed 16 hours) on the designated holiday, in addition to twelve (12) hours of holiday pay as specified above. Employees who work a regular or overtime shift on Christmas Eve shall be compensated at one and one-half (1-1/2) times the regular rate for hours worked from 4:00 pm – midnight (not to exceed 8 hours) on that day; in addition to six (6) hours of holiday pay as specified above.

SECTION 3. A "floating holiday," equivalent to one full work shift (24 hours) to be taken in its entirety, can be used at the employee's discretion with prior approval of the Fire Chief or his designee. Departmental overtime cannot result and the benefit does not accrue year to year.

ARTICLE 20 - PERSONAL LEAVE

SECTION 1. Each employee shall be provided with 10 (ten) hours of personal leave per fiscal year and is available to use for any personal or business needs. Personal leave shall not be carried over from one fiscal year to the next.

ARTICLE 21 - VACATIONS

SECTION 1. Vacations shall be accrued at the rate outlined in Section 2, and the scheduling of such vacations shall be as it has historically been during the term of this agreement.

SECTION 2. Vacation shall be accrued at the following rates:

0-5 years	15 hrs./month
6-10 years	17 hrs./month
11-15 years	21 hrs./month
16-20 years	23 hrs./month
21-24 years	25 hrs./month
25 years plus	27 hrs./month

The maximum accrual for vacation leave is 360 hours. No exceptions will be granted to exceed the accrual limit. Accruals for partial months worked shall be *pro rata*.

SECTION 3. Employees who use seventy-two (72) hours or more of vacation during the prior fiscal year (fiscal year is July 1 through June 30) and have a remaining balance of not less than forty (40) hours of vacation may cash out up to forty eight (48) hours of unused vacation accrual. This is a once per year election which must be made by submitting the Vacation Cash Out Request form to the Fire Chief, between August 1st and August 20th with the cash value included in the September paycheck.

ARTICLE 22 - RESIDENCY REQUIREMENT AND LIBRARY CARDS

SECTION 1. To provide prompt response to our community in emergency situations, employees shall live within 50 driving miles of the Astoria City limits. Failure to comply with the residential requirements may result in termination of city employment.

SECTION 2. Library cards: All employees covered by this Agreement who reside outside of the Astoria city limits shall, at their request, receive an employee-only library card for use at the Astor Library.

These employees shall have the same borrowing privileges and library uses as City patrons.

ARTICLE 23 - ASSOCIATION REPRESENTATION

SECTION 1. Two Association representatives shall be allowed time off with pay as may be required to attend labor management meetings, labor agreement negotiations, or meetings scheduled under the grievance procedure, provided that such time off falls within their regular work schedule.

SECTION 2. The Association shall be allowed to send personnel to attend other Association related training programs, provided that if the member attending the Association related program is on duty, a relief shall be provided by the Association at the Association's expense.

SECTION 3. In order that the fire fighters on shift may attend Association meetings, it is agreeable that the Association will hold no more than two meetings per month at the Fire Department, neither of which will commence prior to 5:00 p.m. and, provided further, that said meetings are not in conflict with the duties or training requirements of the personnel on shift.

ARTICLE 24 – PAST PRACTICES

SECTION 1. No employee who, prior to the date of this agreement, was receiving more than the rate of wages designated in the schedule contained herein for the class of work in which he/she was engaged, or who was enjoying more favorable working conditions shall suffer a reduction of wages or working conditions through: the operations of, or because of, the adoption of this agreement, and any negotiated increases shall be added to that better wage rate. During the term of this agreement, no employee shall suffer less favorable working conditions that are in effect of the effective date of this agreement.

ARTICLE 25 - NON-DISCRIMINATION

The Association and the City agree that this agreement shall apply equally to all members of the bargaining unit, regardless of race, sex, gender, sexual orientation, national origin, religion, or mental or physical disability subject to reasonable accommodation, and other characteristics protected by Oregon and federal law.

ARTICLE 26 - GRIEVANCE PROCEDURE

SECTION 1. For the purpose of this agreement, a grievance is defined as a dispute about the meaning or interpretation of a particular clause in this agreement, or about an alleged violation of this agreement. A grievant is an employee in the bargaining unit, or the Association on behalf of an employee, covered by this agreement.

SECTION 2. Grievances shall be initiated within 20 days from the occurrence or knowledge thereof. The grievance shall be in writing and shall include the following information:

Subsection A. A statement of the grievance and the facts upon which it is based.

Subsection B. The specific provision of this agreement asserted to control the grievance.

Subsection C. The remedial action requested.

SECTION 3. Grievances shall be processed as follows:

Step 1: A copy of the grievance shall be delivered to the employee's Fire Chief. The Fire Chief shall call a meeting with the grievant, his immediate supervisor and any Association officer that the employee wishes to have attend. Such meeting will be held within six days of the filing of the grievance. The Fire Chief shall provide the employee, copied to the Association, with a written decision. If the grievance is not resolved at such meeting, the employee shall have ten days following receipt of the written decision to carry the grievance to Step 2.

Step 2: The grievant shall file with the City Manager a copy of the grievance submitted at Step 1, together with any other written information shared at Step 1 and the Fire Chief's decision. Within ten days, the City Manager shall meet with the grievant, Association representative(s), and the Fire Chief. The City Manager shall render a decision within fourteen (14) days. If the City Manager's decision does not resolve the grievance, the employee shall have ten days to carry the grievance to Step 3.

Step 3: The grievant shall file with the City Council a copy of the grievance submitted at Step 2, together with any other written information shared at Step 2. Within ten (10) days, the City Council shall set a time for a hearing with the grievant, Association representative (s), the Fire Chief, and the City Manager. The grievant or Association shall present evidence as to why they believe the contract to have been violated. After they have been given a full and fair opportunity to provide this evidence, then the City Manager, or his/her designee, will provide evidence giving the City's perspective on the matter.

Within seven days following the hearing, the City Council shall render a decision. If the City Council's decision does not resolve the grievance, the employee shall have ten (10) days to carry the grievance to Step 4.

Step 4: If within ten working days after having submitted the grievance to the previous step of the grievance procedure, the grievance has not been settled, either party may request a list of seven (7) arbitrators from the Employment Relations Board. The parties will alternately strike names in order to select an arbitrator, with the first party to strike determined by a coin flip. The parties shall select an arbitrator from the list within thirty (30) days from the date of mailing on the ERB list. The arbitrator selected shall confer with representatives of both parties, hold hearings as promptly as possible, and issue his/her decision within 30 calendar days from the close of the hearing. The arbitrator's decision shall be in writing and shall set forth his/her factual

findings and conclusions on the issues submitted. The arbitrator's authority shall be limited to interpreting the express terms of the collective bargaining agreement. The arbitrator's decision shall be final and binding on both parties. The cost for the services of the arbitrator will be borne equally by both sides. All other costs will be borne by the party incurring the costs.

SECTION 4. A grievance may be terminated voluntarily at any time upon receipt of a signed statement from the Association that the matter has been satisfactorily resolved.

SECTION 5. The parties may, by mutual agreement in a particular case, provide for any modification or addition to the rules and procedures herein set forth which shall not affect subsequent cases.

SECTION 6. The grievant, in meetings called for in Step 1 and Step 2 of Section 3, and in the arbitration hearing, shall be permitted to attend such meetings and hearings without loss of pay, if such meetings and hearings occur during the grievant's duty period. The Association representative(s) shall be similarly treated as the grievant, if they are involved in meetings at Step 1 and Step 2. Employees who may be called as witnesses to the arbitration hearing shall be permitted to testify at the hearing without loss of pay, if the giving of testimony occurs during the employee's duty period. The names of any employees to be called as witnesses in an arbitration hearing shall be given by the Association to the City at least 72 hours prior to hearing.

SECTION 7. Questions as to grievability or arbitrability shall be raised immediately with an arbitrator in the same proceeding as the arbitration of the grievance on the merits.

SECTION 8. The parties recognize that the settlement of the underlying grievance is of paramount importance, and that the procedural requirements set forth in this grievance procedure are only to be instructive to the parties as to their respective responsibilities. No time limit can be asserted so as to dispose of a grievance, unless the party asserting the lack of timeliness serves on the other party a "notice of intent to invoke the time limit."

The time limit will expire three days after the "notice of intent," but no less than the time stipulated in the agreement.

ARTICLE 27 - MANAGEMENT RIGHTS

SECTION 1. The Association recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities, except as otherwise specifically limited by the terms of this agreement. The City retains all customary, usual and exclusive rights, decision-making authority, prerogatives and functions connected with, or in any way incidental to, its responsibility to manage the affairs of the City or any part of it, except as otherwise specifically limited by the terms of this agreement. The rights of employees of the bargaining unit and the Association hereunder are limited to those specifically set forth in this agreement. The City shall have no obligation to bargain with the Association with respect to any such subject or the exercise of its discretion and decision-making with regard thereto, and the subjects covered by the terms of this agreement are closed to further bargaining for the term hereof and

any subject which was or might have been raised in the course of collective bargaining is closed for the term hereof.

SECTION 2. Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the City shall include the following:

- A. To determine the services to be rendered to the citizens of the City.
- B. To determine and follow the City's financial, budgetary and accounting procedures.
- C. To direct and supervise all operations, functions and policies of the City and its departments and the requirements of facilities and their operation in which employees in the bargaining unit are employed, as such other operations, functions and policies in the remainder of the City as they may affect employees in the bargaining unit.
- D. To close or liquidate any office, branch, operation or facility, or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, branches, operations or facilities, for budgetary or other reasons.
- E. To manage and direct the work force, including but not limited to, the right to determine the place to report for work, to determine methods, processes and manner of performing work, the right to hire, promote and retain employees and to transfer them within the same pay range or demote to a lesser pay range, should they not be qualified for retention in their present pay range, or should their work habits or productivity not justify retention of the pay range, the right to lay off, the right to abolish positions or reorganize departments, the right to determine schedules of work, the right to purchase, dispose of and assign equipment or supplies. The right to demote or terminate employment of an employee whose work habits or productivity fall below the work description in effect at the time and as demonstrated by work requirements of the department, to determine the need for reduction or an increase in the work force, to implement any decision with regard thereto.
- F. To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials, equipment and appearance.
- G. To implement new and revise and discard, wholly or in part, all methods, procedures, materials, equipment, facilities and standards.
- H. To assign shifts, work days, hours of work and work locations.
- I. To designate and assign all work duties.
- J. To introduce new duties within the unit.
- K. To determine the need for, and the qualifications of, new employees, transfer and promotions.

- L. To discipline, suspend, demote or discharge an employee, so long as such action is not arbitrary, in bad faith, or without just cause.
- M. To determine the need for additional educational courses, training programs, on the job training and cross training, and to assign employees to such duties for periods to be determined by the City.

ARTICLE 28 - ALTERNATIVE WORK SCHEDULES

SECTION 1. Members may be assigned to an alternative work schedule for various reasons including training, classes, conflagration, special assignments, etc. When scheduled to work a 40 hour work week instead of the standard work schedule as described in Article XVII Section 1, the hourly wage shall be converted by the following conversion factor as long as they remain on the alternative work schedule. The conversion to an alternative work schedule will be mutually agreed upon by both the member and management prior to it being worked. When assigned to a schedule which does not require response to emergency calls, members shall follow state guidelines for paid breaks and unpaid meal periods according to the number of hours worked to the extent permitted by operational needs. Members on an alternative work schedule will receive holiday pay in line with the Holidays policy in the City Personnel Policy & Procedural Manual.

The Conversion Factor will be as follows: Basis for Information on Factors:

Total hours per year: 56- hour employee 2,920 (365 days/ 3 x 24 = 2,920 Total hours per year:
40- hour employee 2,080 (40-hr shift x 52/wk.yr= 2,080)

When an employee moves from a 56-hour shift to a 40hour shift, the conversion factor is 1.4039.
(Calculated by 2920 hours divided by 2080 hours)

When an employee moves from a 40-hour shift to a 56-hour shift, the conversion factor is 0.7123
(Calculated by 2080 hours divided by 2920 hours)

ARTICLE 29 – MODIFIED DUTY

The City will work with employees to accommodate temporary disabilities with modified duty assignments whenever possible whether injury or illness occurs on or off the job. Modified duty will be offered to the extent that appropriate work is available and will be based on the return to work release and restrictions provided by the employee's health care provider. The modified duty work schedule will be mutually agreed upon by both the member and management prior to being worked. When assigned to a schedule which does not require response to emergency calls, members shall follow state guidelines for paid breaks and unpaid meal periods according to the number of hours worked. The employee's hourly rate of pay will be converted as needed in accordance with the conversion factors outlined in Article XVIII, Section 1. Members on modified duty schedules will receive holiday pay in line with the Holidays policy in the City Personnel Policy & Procedural Manual.

ARTICLE 30 - CONTRACT TERMINATION AND SAVINGS CLAUSE

SECTION 1. This agreement shall be effective as of July 1, 2021, and shall continue in full force and effect through June 30, 2024; it shall be automatically renewed until a successor agreement is negotiated. Negotiations for a successor agreement will begin by March 1, 2024.

SECTION 2. The provisions of this agreement are declared to be severable and if any section, subsection, sentence, clause or phrase of this agreement shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, subsections, sentences, clauses or phrases of this agreement, but shall remain in effect. It is the intent of the parties that this agreement shall stand, notwithstanding the invalidity of any part.

CITY OF ASTORIA:

**INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, LOCAL 696:**

MAYOR DATE

UNION REPRESENTATIVE DATE

CITY MANAGER DATE

UNION REPRESENTATIVE DATE

**ADDENDUM TO CONTRACT BETWEEN THE
CITY OF ASTORIA AND
FIRE EMPLOYEES
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (IAFF), LOCAL 696**

The following lists establish seniority within the unit by date of hire and classification listed in order of seniority as of April 18, 2022:

DATE OF HIRE/FIREFIGHTER

Corbit	4/20/1990
Mathews, W.	9/5/2000
Rummell	8/7/2005
Bishop	7/30/2007
Jaworski	11/1/2013
Plant	7/1/2016
Gomez	8/1/2017
Piguet	9/2/2019
Cone	7/1/2021
Mathews, N.	9/1/2021

LIEUTENANT

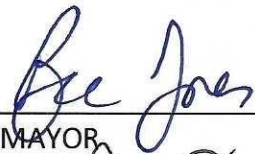

Corbit	3/1/2008
Bishop	11/11/2015
Mathews, W.	4/1/2016
Jaworski	9/1/2019

DRIVER/ENGINEER

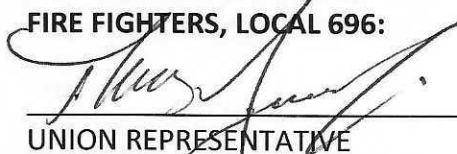
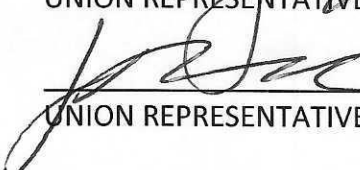
Corbit	11/1/1993
Mathews, W.	7/1/2007
Rummell	7/1/2008
Bishop	9/1/2015
Jaworski	5/1/2017
Plant	9/1/2019
Gomez	8/1/2020

SIGNED THIS 18TH DAY OF APRIL, 2022.

CITY OF ASTORIA:

	4/18/22
MAYOR	DATE
	4/18/22
CITY MANAGER	DATE

**INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, LOCAL 696:**

	4/19/2022
UNION REPRESENTATIVE	DATE
	4/19/2022
UNION REPRESENTATIVE	DATE

ATTACHMENT A - PHYSICAL FITNESS TEST ADMINISTRATION

The City of Astoria Fire Department physical fitness program is comprised of three core group tests:

1. Core Area # 1 consists of an examination of the upper body strength and can be fulfilled by completion of either Core Area # 1a or # 1b.

Core Area # 1a consists of the number of pushups that the member can complete in a one-minute span of time. Core Area # 1b consists of a test of the percentage of the member's weight that can be bench-pressed by the member.

2. Core Area #2 consists of an examination of the number of modified crunches as demonstrated by the tester that can be performed by the member within a one-minute span of time.
3. Core area #3 consists of an examination of the aerobic capacity of the member. This area may be fulfilled by completion of Core Area #3a, #3b, or #3c.

Core Area #3a consists of a 1.5-mile run, Core Area #3b consists of a 3 mile walk, Core Area #3c consists of a 500 yard swim. All of these areas are executed for time.

While not required, the test battery process should be sequenced as follows:

1. Warm-up (5- 10 minutes) may be self-directed or lead by test personnel
 - General warm-up - 2-3 minutes of easy jogging, jumping jacks, etc.
 - Stretching - 5-7 minutes include stretches for shoulders, back, and upper and lower legs.
2. Physical Fitness Test Battery
3. Cool-down (5 minutes)
 - Walking - keep walking to avoid blood pooling in legs.
 - Easy stretching.

CORE AREA #1

ONE-MINUTE PUSH-UP TEST

Purpose

This test measures the muscular strength/endurance of the upper body muscles in the shoulders, chest, and back of the upper arms (the triceps). Score in repetitions: 11-31 Mean =21.

Procedures

1. Read the instructions to the participants.
2. Demonstrate the test, pointing out common errors and proper positioning.
3. Have the participant get down on the floor into the front leaning rest position and perform one test push-up to properly locate the foam cube at the costal arch and above the xiphoid process.
4. Have the participant lower the body until their touches and slightly compresses the foam cube and arms are at least parallel to the floor, and then push up again. The back must be kept straight, and in each extension up, the elbows should lock. Resting in the up position (only) is allowed.
5. The score is the maximum number of push-ups completed with no time limit.

Sample Script

The push-up measures the muscular strength and endurance of the upper body (chest, shoulders, and triceps). Place your hands on the ground so they are in a vertical line with your shoulders (approximately 1-1.5 shoulder width apart. Your feet may be together, or up to 12 inches apart. Your body should be in a straight line from the shoulders to the ankles, and must remain that way throughout the exercise. When I say "Go", lower your body by bending your elbows until your upper arms are parallel to the ground and you touch and slightly compress the foam block. Your examiner will tell you when you have gone low enough. Then return to the starting position by completely straightening your arms. You may rest only in the up position. If you fail to keep your body in a straight line, touch your chest to the block, or to lock your elbows in the "up" position, you will receive a warning. After one warning, incorrect repetitions will not count. There is a one-minute time limit. Do as many correct push-ups as possible. Your score is the number of correct repetitions. Watch this demonstration. Are there any questions?

Tips for the Test Administrator

Ensure that a non-slip surface is available.

Ensure that participants maintain a slightly flexed or straight line from their shoulders to their ankles. Be alert for "head bobbles", that is, participants who move their heads up and down without lowering or raising their bodies. As well as sway back and push-ups from the waist up.

The examiner should position him/herself at a 45-degree angle to the participant's head and shoulders. This allows the examiner to hold the block without interfering with the participants' head while at the same time he checks for correct body alignment.

Participants' glasses should be removed. Remove or tuck-in baggy shirts so they do not obscure sight of the block.

PERCENTAGE OF BODY WEIGHT BENCH PRESS

Purpose

This test measures the muscular strength/endurance of the upper body muscles in the shoulders, chest, and back of the upper arms (the triceps). Score in percentage of body weight: 75 -95
Mean=85.

Procedures

1. Read the instructions to the participants.
2. Demonstrate the test, pointing out common errors and proper positioning.
3. Weigh participant and determine the percentages of their body weight at 75%, 80%, 85%, 90%, and 95%. This formula for this calculation can be done two ways. Method 1) If using a calculator with a percentage button: Total Body Weight x Goal Percentage = Amount Needed to Press. Example: Joe Fire fighter weighs 190 lbs. and his goal percentage is 95%. The formula would be $190 \times 95\% = 180.5$ lbs. Method 2) Total Body Weight x Goal in Decimal Form = Amount Needed to Press. Example: Jane Fire fighter weighs 160 lbs. and her goal percentage is 85%. The formula would be $160 \times .85 = 136$ lbs.
 1. Participant is to position themselves on the bench with both feet placed on the floor and the back flat on the bench. Hand position on the bar is based upon individual preference but should be shoulder width or wider.
 2. An assistant shall assist in raising the bar to the starting position and "spot" throughout the repetition. The participant will ask for help if required or the assistant will automatically provide assistance at any time the bar stops movement and begins travel in the wrong direction.
 3. To meet a standard the participant must meet or exceed the goal percentage weight. If the goal percentage weight equals an amount that cannot be set on the bar, the next highest amount that CAN be set must be successfully completed.
 4. The bar must be lowered to a position either touching the chest or within 1 inch of the chest, and then returned to a straight-arm, elbows locked position.
 5. The score is the maximum body percentage the participant can press one time.

Sample Script

The bench-press measures the muscular strength of the upper body (chest, shoulders, and triceps). Lie on the bench with your back flat and with both feet placed flat on the ground. Place your hands on the bar so they are in a comfortable position (approximately 1 - 1.5 shoulder width apart. When you are ready, say, "Go" and the assistant will assist in lifting the bar into the start position. Lower the bar towards the chest until the bar touches the chest or is within one inch of the chest. Do NOT lower the bar at fast pace and allow the bar to "bounce" off of your chest. This is a safety precaution and if violated will negate the test result. Your examiner will tell you when you have gone low enough. Then return to the starting position by completely straightening your arms to a locked elbow position. If you fail to lower the bar far enough or to lock your elbows in the "up" position, the repetition will not count. If you need assistance signal the assistant. If the bar comes to a complete stop on the "up" cycle and begins movement in the opposite direction of travel, the assistant will help automatically. Any press where you receive assistance will not count. Your score is the maximum percentage of body weight you can successfully press one time. Watch this demonstration. Are there any questions?

Tips for the Test Administrator

Ensure that the participant does a few warm-up presses at a significantly lower weight to ensure warm muscles and correct technique.

Watch for excessive back arch during the press cycle. Excessive arch can create back-strain. Have an experienced "spotter" for an assistant. The "spotter" must be diligent in helping where necessary.

Watch for excessive speed in the lowering of the bar.

CORE AREA #2 ONE-MINUTE MODIFIED CRUNCH TEST

Purpose

This test measures the muscular endurance of the strength/abdominal muscles. These muscles are important for performing tasks that involve the use of force, and it helps maintain good posture and minimize lower back problems.

Score in repetitions: 15-35 Mean=25.

Equipment

- Mat
- Stopwatch

Procedures

- Read the instructions to the participants.
- Demonstrate the event, pointing out common errors.
- Have the participant lie on his or her back, knees bent, lower legs place upon bench. Hands should be held behind the head, with elbows out to the sides. A partner may hold down the feet.
- Have the participant perform as many correct crunches as possible in one minute.
- The score is the number of correct crunches.

Sample Script

The crunch measures the muscular strength/endurance of the abdominal muscles. Lie on your back, with your knees bent at 90 degrees or tighter, and your lower legs placed upon the bench. Your partner may hold your feet. It is your responsibility to inform your partner of any adjustments that need to be made in order to assure your comfort. Your fingers must stay interlocked behind your head throughout the event. If your little fingers are not touching that is considered "apart" and such performance will not be counted.

When I say "Go", lift your upper body by bending at the waist. Your shoulder blades must clear the mat and then return to the starting position. When returning to the starting position, your fingers must touch the examiner's hand. Do not arch your back or lift your buttocks from the mat.

If you fail to keep your fingers interlocked, or your fingers to the examiner's hand, or if you lift your buttocks off the mat, you will receive one warning. After one warning incorrect repetitions will not count. You will have one minute to do as many crunches as possible. I will give you signals at 30, 15 and 5 seconds remaining. Your score is the number of correct crunches. Watch this demonstration. Are there any questions?

Tips for the Test Administrator

Make sure that the hands remain interlocked behind the head. Interlocked means that the little fingers are touching.

The knees must remain at a 90-degree angle throughout the exercise. The buttocks must remain in contact with the floor at all times.

CORE AREA #3

1.5-MILE RUN TEST

Purpose

This test is a measure of cardio-respiratory endurance or aerobic capacity. This is important for performing tasks involving stamina and endurance and for minimizing the risk of cardiovascular health problems. Score: 13:25- 15:25 Mean = 14:25

Equipment

- 440-yard track or marked level course
- Stopwatch

Procedures

1. Read the instructions to the participants.
2. Allow participants to warm up and stretch before the run.
3. Instruct participants to cover the distance as fast as possible, but to begin at a pace they think they can easily sustain for 10-15 minutes.
4. Instruct participants to line up at the starting line. Give the command "Go" and begin timing. If several participants run at once, have one administrator call out times at the finish while an assistant records the names and respective times.
5. Instruct participant's cool down after running the course by walking for an additional five minutes or so. This prevents venous pooling, a condition in which the blood pools in the legs so less is returned to the heart. Walking enhances the return of blood to the heart and aids recovery.
6. The score is the time it takes to finish the course to the nearest second.

Sample Script

The 1.5-mile run measures your cardio-respiratory endurance and the endurance of your leg muscles. You must complete the course without any help. At the start, you will line up behind the starting line. When I say, "Go", the clock will start. You will begin running

at your own pace. To complete the 1.5 miles, you will (tell the runners how many laps they must run, or describe the course, including the finish line, if not run on a track). Your goal is to finish the 1.5 miles in as fast a time as you can. Try not to start too fast but at a pace you can sustain for about 10 to 15 minutes. You may walk but walking will make it difficult to meet the standard. You may run alongside another runner for help with the pace, but you may not physically assist or be assisted by another runner. I will call off your time at the end of each lap (if run on a track), and will record your finishing time. At the end of the run, continue walking for 3-5 minutes to cool down. Are there any questions?

Tips for the Test Administrator

If running on a track, instruct the participants to move out of the inside lane if they decide to walk. Using an assistant test administrator will give you flexibility in case someone needs help during the event.

The assistant can either take over timing duties or provide help to the participant. The assistant can also be used to assist with recording times if there are many runners.

The timer should call off the times in minutes and seconds as the runners cross the finish line. Be aware of environmental conditions. Extreme heat, humidity, elevation, or poor footing will affect performance times and could increase risk of injury. Choose your testing site and schedule with these factors in mind.

If not running on a measured track, measure your course carefully. **Automobile odometers may not be accurate** therefore, a measuring wheel is strongly recommended.

THREE-MILE WALK

Purpose

This test is a measure of cardio-respiratory endurance or aerobic capacity. This is important for performing tasks involving stamina and endurance and for minimizing the risk of cardiovascular health problems. Score: 41:00-50:00 Mean = 45.30

Equipment

- 440-yard track or marked level course
- Stopwatch

Procedures

1. Read the instructions to the participants.
2. Allow participants to warm up and stretch before the walk.
3. Instruct participants to cover the distance as fast as possible, but to begin at a pace they think they can easily sustain for 40-50 minutes.

4. Instruct participants to line up at the starting line. Give the command "Go" and begin timing. If several participants walk at once, have one administrator call out times at the finish while an assistant records the names and respective times.
5. Instruct participant's cool down after walking the course by walking for an additional five minutes or so at a slower pace. This prevents venous pooling, a condition in which the blood pools in the legs so less is returned to the heart. Walking enhances the return of blood to the heart and aids recovery.
6. The score is the time it takes to finish the course to the nearest second.

Sample Script

The 3-mile walk measures your cardio-respiratory endurance and the endurance of your leg muscles. You must complete the course without any help. At the start, you will line up behind the starting line. When I say, "Go", the clock will start. You will begin walking at your own pace. To complete the 3 miles, you will (tell the participants how many laps they must walk, or describe the course, including the finish line, if not run on a track).

Your goal is to finish the 3 miles in as fast a time as you can. Try not to start too fast but at a pace you can sustain for about 40 to 50 minutes. Running is not allowed; the toes of the trailing foot must be in contact with the ground when the heel of the lead foot makes contact with ground. You may walk alongside another participant for help with the pace, but you may not physically assist or be assisted by another walker. I will call off your time at the end of each lap (if run on a track), and will record your finishing time. At the end of the walk, continue walking at a slower pace for 3-5 minutes to cool down. Are there any questions?

Tips for the Test Administrator

Using an assistant test administrator will give you flexibility in case someone needs help during the event and in keeping count of laps walked.

The assistant can either take over timing duties or provide help to the participant. The assistant can also be used to assist with recording times if there are many participants.

The timer should call off the times in minutes and seconds as the walkers cross the finish line. Be aware of environmental conditions. Extreme heat, humidity, elevation, or poor footing will affect performance times and could increase risk of injury. Choose your testing site and schedule with these factors in mind.

If not using a measured track, measure your course carefully. **Automobile odometers may not be accurate** therefore, a measuring wheel is strongly recommended.

500-YARD SWIM

Purpose

This test is a measure of cardio-respiratory endurance or aerobic capacity. This is important for performing tasks involving stamina and endurance and for minimizing the risk of cardiovascular health problems. Score: 12:00- 15:00 Mean = 13:30

Equipment

- 25-yard swimming pool
- Stopwatch

Procedures

1. Read the instructions to the participants.
2. Allow participants to warm up and stretch before the swim.
3. Instruct participants to cover the distance as fast as possible, but to begin at a pace they think they can easily sustain for 12-15 minutes.
4. Instruct participants to line up with one hand on the wall at the end of the pool. Give the command "Go" and begin timing. If several participants swim at once, have one administrator call out times at the finish while an assistant records the names and respective times.
5. Instruct participant's cool down after the swim by swimming for an additional three minutes or so. This prevents venous pooling, and helps remove lactate acid from the muscles to allow for a quicker recovery.
6. The score is the time it takes to finish the course to the nearest second.

Sample Script

The 500-yard swim measures your cardio-respiratory endurance and the endurance of your muscles over-all. You must complete the course without any help. At the start, you will line up with one hand on the wall at the end of the pool. When I say, "Go", the clock will start. You will begin swimming at your own pace. To complete the 500-yards, you will swim 20 lengths of the pool. Your goal is to finish the 500-yards in as fast a time as you can. Try not to start too fast but at a pace you can sustain for about 12 to 15 minutes. You may stop to rest but stopping will make it difficult to meet the standard. If you do stop, do so at the wall, walking on the bottom of the pool is prohibited. You may swim alongside another swimmer for help with the pace, but you may not physically assist or be assisted by another swimmer. I will call off your time at the end of each lap and will record your finishing time. At the end of the swim, continue swimming for about 3 minutes to cool down. Are there any questions?

SCORING THE FITNESS TEST

The scoring matrix shown below allows the examiner to find the participant's Fitness Test score for each Core Area. The Fitness Test score for each test item is recorded and added on the individual participant's sheet. The passing total score is 100 with the range of scores for each test between 30 and 50 for each test item. The participant who scores below the 30-point level will receive 0 points for that core area but will be allowed to continue on the other test items with the option of retest anytime within the testing period. The participant who scores above the 50-point level on a given test item will not be awarded more than that 50 points to apply towards the other test items.

Core Area #1, upper body strength tests. Each participant must complete ONE of the following tests.

Pushups			
number	points	number	points
31	50.00	20	39.00
30	49.00	19	38.00
29	48.00	18	37.00
28	47.00	17	36.00
27	46.00	16	35.00
26	45.00	15	34.00
25	44.00	14	33.00
24	43.00	13	32.00
23	42.00	12	31.00
22	41.00	11	30.00
21	40.00		

Bench press	
% body weight	points
95	50
90	45
85	40
80	35
75	30

Core Area #2. Modified crunches.

Crunches			
number	points	number	points
35	50.00	24	39.00
34	49.00	23	38.00
33	48.00	22	37.00
32	47.00	21	36.00
31	46.00	20	35.00
30	45.00	19	34.00
29	44.00	18	33.00
28	43.00	17	32.00
27	42.00	16	31.00
26	41.00	15	30.00
25	40.00		

Core Area #3. Aerobic Capacity Test. Each participant must complete ONE of the following tests.

3 mile			
time	points	time	points
41.00	50.00	45.35	39.82
41.05	49.82	45.40	39.64
41.10	49.63	45.45	39.45
41.15	49.45	45.50	39.27
41.20	49.26	45.55	39.08
41.25	49.08	46.00	38.90
41.30	48.89	46.05	38.71
41.35	48.71	46.10	38.53
41.40	48.52	46.15	38.34
41.45	48.34	46.20	38.16
41.50	48.15	46.25	37.97
41.55	47.97	46.30	37.79
42.00	47.78	46.35	37.60
42.05	47.60	46.40	37.42
42.10	47.41	46.45	37.23
42.15	47.23	46.50	37.05
42.20	47.04	46.55	36.86
42.25	46.86	47.00	36.68
42.30	46.67	47.05	36.49
42.35	46.49	47.10	36.31
42.40	46.30	47.15	36.12
42.45	46.12	47.20	35.94

1.5 mile			
time	points	time	points
13.25	50.00	14.26	39.83
13.26	49.85	14.27	39.67
13.27	49.69	14.28	39.50
13.28	49.52	14.29	39.33
13.29	49.35	14.30	39.17
13.30	49.19	14.31	39.00
13.31	49.02	14.32	38.83
13.32	48.85	14.33	38.66
13.33	48.68	14.34	38.50
13.34	48.52	14.35	38.33
13.35	48.35	14.36	38.16
13.36	48.18	14.37	38.00
13.37	48.02	14.38	37.83
13.38	47.85	14.39	37.66
13.39	47.68	14.40	37.50
13.40	47.52	14.41	37.33
13.41	47.35	14.42	37.16
13.42	47.18	14.43	36.99
13.43	47.01	14.44	36.83
13.44	46.85	14.45	36.66
13.45	46.68	14.46	36.49
13.46	46.51	14.47	36.33

500 yard swim	
time	points
12.00	50.00
12.03	49.67
12.06	49.33
12.09	49.00
12.12	48.66
12.15	48.33
12.18	48.00
12.21	47.66
12.24	47.33
12.27	46.99
12.30	46.66
12.33	46.33
12.36	45.99
12.39	45.66
12.42	45.32
12.45	44.99
12.48	44.66
12.51	44.32
12.54	43.99
12.57	43.65
13.00	43.32
13.03	42.99

42.50	45.93	47.25	35.75
42.55	45.74	47.30	35.57
43.00	45.56	47.35	35.38
43.05	45.37	47.40	35.20
43.10	45.19	47.45	35.01
43.15	45.00	47.50	34.83
43.20	44.82	47.55	34.64
43.25	44.63	48.00	34.46
43.30	44.45	48.05	34.27
43.35	44.26	48.10	34.09
43.40	44.08	48.15	33.90
43.45	43.89	48.20	33.72
43.50	43.71	48.25	33.53
43.55	43.52	48.30	33.35
44.00	43.34	48.35	33.16
44.05	43.15	48.40	32.98
44.10	42.97	48.45	32.79
44.15	42.78	48.50	32.61
44.20	42.60	48.55	32.42
44.25	42.41	49.00	32.24
44.30	42.23	49.05	32.05
44.35	42.04	49.10	31.87
44.40	41.86	49.15	31.68
44.45	41.67	49.20	31.50
44.50	41.49	49.25	31.31
44.55	41.30	49.30	31.13
45.00	41.12	49.35	30.94
45.05	40.93	49.40	30.76
45.10	40.75	49.45	30.57
45.15	40.56	49.50	30.39
45.20	40.38	49.55	30.20
45.25	40.19	50.00	30.00
45.30	40.01		

13.47	46.35	14.48	36.16
13.48	46.18	14.49	35.99
13.49	46.01	14.50	35.83
13.50	45.85	14.51	35.66
13.51	45.68	14.52	35.49
13.52	45.51	14.53	35.32
13.53	45.34	14.54	35.16
13.54	45.18	14.55	34.99
13.55	45.01	14.56	34.82
13.56	44.84	14.57	34.66
13.57	44.68	14.58	34.49
13.58	44.51	14.59	34.32
13.59	44.34	15.00	34.15
14.00	44.18	15.01	33.99
14.01	44.01	15.02	33.82
14.02	43.84	15.03	33.65
14.03	43.67	15.04	33.49
14.04	43.51	15.05	33.32
14.05	43.34	15.06	33.15
14.06	43.17	15.07	32.99
14.07	43.01	15.08	32.82
14.08	42.84	15.09	32.65
14.09	42.67	15.10	32.48
14.10	42.51	15.11	32.32
14.11	42.34	15.12	32.15
14.12	42.17	15.13	31.98
14.13	42.00	15.14	31.82
14.14	41.84	15.15	31.65
14.15	41.67	15.16	31.48
14.16	41.50	15.17	31.32
14.17	41.34	15.18	31.15
14.18	41.17	15.19	30.98
14.19	41.00	15.20	30.81
14.20	40.84	15.21	30.65
14.21	40.67	15.22	30.48
14.22	40.50	15.23	30.31
14.23	40.33	15.24	30.15
14.24	40.17	15.25	30.00
14.25	40.00		

13.06	42.65
13.09	42.32
13.12	41.98
13.15	41.65
13.18	41.32
13.21	40.98
13.24	40.65
13.27	40.31
13.30	40.00
13.33	39.67
13.36	39.33
13.39	39.00
13.42	38.66
13.45	38.33
13.48	38.00
13.51	37.66
13.54	37.33
13.57	36.99
14.00	36.66
14.03	36.33
14.06	35.99
14.09	35.66
14.12	35.32
14.15	34.99
14.18	34.66
14.21	34.32
14.24	33.99
14.27	33.65
14.30	33.32
14.33	32.99
14.36	32.65
14.39	32.32
14.42	31.98
14.45	31.65
14.48	31.32
14.51	30.98
14.54	30.65
14.57	30.31
15.00	30.00