



*Where Life is Sweet*

Mayor and Members of the City Council  
**STAFF REPORT**  
For the Meeting of July 28, 2025

**Title/Subject**

Authorize City Manager's signature on Police Collective Bargaining Agreement for FY26 through FY28

**Summary and Background**

Due to a variety of circumstances, the bargaining of a new union contract got started a little bit later than I would like. The sessions went quite well, and we held our final session this week. To avoid the administrative hassle of doing retroactive pay and with the generous cooperation of the Hermiston Police Association (HPA), I am adding this item to the council agenda a little bit late to seek council approval as quickly as possible. The HPA is also moving as quickly as possible to have their members ratify the proposed contract. The physical agreement attached to this report is a collection of the tentative agreements both sides agreed to during the bargaining process and are not yet collated into the "finished" product that will be signed by both sides, but it does have all the agreed upon changes/language. Below I will walk through the agreement using handwritten page numbers in the bottom right corner as reference points:

- Page 1 – Sections containing the language of the current contract with no changes are listed here.
- Page 2 – Indicates the addition of sergeants to the union. Sergeants were authorized to form collective bargaining groups in recently adopted legislation.
- Pages 3 and 4 – These changes bring the agreement into compliance with the current law related to union activities while on duty including participation in the bargaining process.
- Page 5 – Brings the agreement into compliance with current sick leave laws.
- Pages 6 and 7 – This section is the result of a Memorandum of Understanding (MOU) that the City did with the union in the time between the last bargaining process and now that combined our former Holiday and Vacation Time into a single Paid Time Off (PTO). (Please note that this PTO does not include Sick Leave which is still separate in this agreement.)
- Page 8 – Gives the City the option to offer other insurance plans while we still offer the agreed upon plan.
- Page 9 – Changes the deferred compensation benefit in the agreement from a matching of employee contributions to a set percentage contribution for each employee that establishes an account. Also moves/consolidates some retirement related language from different parts of the agreement into this one Retirement article.

- Page 10 – Gender related language clean-up.
- Pages 11 and 12 – Changes to conform to state law.
- Pages 13 and 14 – Changes to conform to state law and current practice.
- Page 15 – Removes dry cleaning requirement because no one uses it.
- Page 16 – Clarifies that a designee of the Police Chief can authorize travel.
- Page 17 – Clarifies that this incentive is limited by budget allocations.
- Pages 18 to 22 – Addressed below under fiscal impact.
- Pages 22 to 24 – Clarified call back compensation for incidental items and remote court appearances. Changes to conform to state law.
- Page 25 – Clarified changes related to lateral officer salary placement and moved language to a more appropriate section of the contract.
- Page 26 – Clarified work schedule language.
- Page 27 – Clarified bereavement leave policy.
- Page 28 – Clarified layoff and recall policy.
- Pages 29 to 32 – Conformed language to state law and current practice.
- Page 33 – Clarified language to current practice.
- Page 34 – Gender related language clean-up.
- Pages 35 and 36 – Clean-up based on movement to a combined PTO.
- Page 37 – Clarified language to current practice.
- Page 38 – Clarified that marijuana is still an illegal substance under the agreement.
- Page 39 – Added language that reduces the occurrence of mid-term bargaining.
- Page 40 – Establishes the term of the agreement and a timeline for bargaining the next contract.

### **Tie-In to Council Goals**

N/A

### **Fiscal Information**

As our bargaining team entered this round of negotiations, comparisons were made with comparable jurisdictions. There are several ways to establish the list of comparable jurisdictions and it was found that the City was behind the market by anywhere from 4% to 14%. To remain competitive in the retention and attraction of the covered positions the settlement is a little higher than anticipated. At the end of this three-year contract and its proposed increases, we anticipate being in a much better market position.

For police officers and records specialists there will be a cost-of-living increase of 3%, 3% and 2% for each of the affected fiscal years. Furthermore, there will be additional step movements in the first two years of the contract.

Due to the sergeants being more in line with the market and the new addition of sergeants to the contract, their increases will be 3%, 3% and 3% in the three affected fiscal years with no additional step movements.

Additionally, the following fiscal changes are proposed to the contract:

- Bringing over all the sergeants, incentive and certification pays as existing from the city's employee handbook.

- Adding longevity pay for employees as follows:
  - 10 years – 2%
  - 15 years – 3%
  - 20 years – 4%

Finally, we added language to clarify that incidental food and beverage provided by the City is part of the employee compensation package. This addition is to address the recent Oregon Government Ethics Commission opinion.

### **Alternatives and Recommendation**

#### **Alternatives**

The city council may choose to:

1. Approve FY26 – FY28 Collective Bargaining Agreement with the Hermiston Police Association
2. Direct staff to return to the bargaining table bring back an agreement to a future meeting.

#### **Recommended Action/Motion**

Recommend approval of FY26 – FY28 Collective Bargaining Agreement with the Hermiston Police Association as presented.

#### **Submitted By:**

Byron D. Smith, City Manager