Memorandum of Agreement
Between
Rogue Valley Professional Firefighters and Jackson County Fire District 3
November 22, 2023

Establishing the position of Training Lieutenant

Fire District 3 (The District) and Rogue Valley Professional Firefighters, Local 1817 (RVPFF) enter into this Memorandum of Agreement (MOA) to establish the conditions and guidance for addition of the Training Lieutenant position. By signature, this MOA becomes effective on date signed.

The District and RVPFF agree to add the position of Training Lieutenant into the Collective Bargaining Agreement Article 2.1 Recognition and 3.1 Salary Schedule:

		A	B	C	D	E
Training Lieutenant	40 Hr.	$7,274	$7,637	$8019	$8,420	$8,841

This MOA continues to outline the criteria for establishing and selecting the training lieutenant and further language is not designed to be inserted into the collective bargaining agreement.

In establishing a framework for success, equity and opportunity in transferring into the Training Lieutenant position, the District and RVPFF further agree to the following:

General:

1. The Training Lieutenant will maintain the rights and benefits of the CBA and where explicitly outlined by Article 31 *40-HOUR EMPLOYEE PROVISIONS.*
2. This appointed position is represented by a unique position description not considered a special assignment, therefore the provisions of Article 4.13a do not apply.
3. Personnel will report directly to the Division Chief – Training and Safety.
4. Responsibilities and duties are outlined within the Training Lieutenant position description.
5. Personnel assigned to Training Lieutenant will be available for emergency response or emergency callback when circumstances warrant within district, or have the potential to arise, as authorized by the Division Chief of Training and Safety.
6. Personnel assigned to the Training Lieutenant will not be used to satisfy daily minimum staffing including the offset of voluntary or mandatory callback unless authorized by an Executive Chief Officer.
7. The Training Lieutenant is allowed to work shift overtime so as long as it does not interfere with the responsibilities or overlap working times of the position. Hours worked in voluntary or mandatory callback to response services will be compensated at the 56-hour rate of pay. Overtime for hours worked as an extension of the position must be authorized by the supervisor and will be compensated at the 40-hour rate of pay.
8. Such assignments shall not negatively impact:
    a. seniority as defined by Article 27.2
    b. time-in grade defined in 32.1.b

Selection:

1. Upon this MOA becoming effective, the District will announce the position internally, soliciting application from employees meeting the minimum requirements.

2. A selection process will be conducted to fill the vacancy. The candidate most closely meeting the needs of the District will be selected.
3. If no internal applicants present, the District will conduct an external recruitment.

Duration:

1. The training Lieutenant position will coincide with the current shift bidding cycle. The initial assignment will end in January 2025.
2. Training Lieutenant assignments will be for a two-year duration in alignment with the shift bidding cycle.
3. Candidates who accept a promotion during the assignment to Training Lieutenant will be transferred to their newly promoted position to satisfy their probationary period.
4. Unforeseen situations will be resolved with a mutual agreement between The District and RVPFF.

Return to Response Services Division:

1. Upon return to the Response Services Division, an audit of the employees training will be conducted by the Training Division to verify required trainings are completed or scheduled.
2. Employees working in the Training Lieutenant position must maintain DPPST and EMS recertification requirements.
3. Employees assigned to Training Lieutenant will continue to accrue seniority (Article 27.2) and time in rank as if the employee was assigned to Response Services.
4. Employees returning to shift will be considered in shift bidding and initial and secondary vacation picks.

Signed on this date 11-22-23 AND agreed upon by,

Brian Anders, President
Rogue Valley Professional Firefighters Local 1817

Mike Hussey, Fire Chief
Fire District 3

Supplement 1.

Brian Anders, President
Rogue Valley Professional Firefighters L1817

President Anders,

Below you will find answers to the questions raised by the recent Demand to Bargain for the Training Lieutenant position.

1. Will this position be required to attend, lead, coordinate etc drill nights as a regular function? (essentials bullet 1).
    a. *No this will not be a routine function of the position. The position will assist in preparation and may teach infrequently. Regular attendance at drill is not require.*

2. Will this position be required to hold a position within RITA and/or attend meetings as a regular function? (bullet 11)
    a. *No. The position may be asked to attend in lieu of the Division Chief or in representation for planned activities (classes, academies, etc.)*

3. Should we consider 5 years of experience (with FD3 or combined experience) for internal applicants? This may lend more credibility to candidates when interfacing with crews and other agencies?
    a. *It assumes that years with FD3 correlate to experience. I support considering all professional experiences (What is unseen has just as much value as what is seen.) If years of tenure is important I could get behind 2 years with the District 5 years for external candidates.*

4. For outside candidates the description mentions the ability to "compete... immediately" - we are assuming this would mean after completing appropriate AIC processes? Should we provide this clarification in the description?
    a. *Yes, the candidate would need to meet the minimum requirements including AIC abilities. The desire is to recognize years of service with the District and not reset the clock if an external candidate transfers to Firefighter.*

5. Additionally for outside candidates, they automatically assume a FF role. Do they assume that role without participating in any sort of academy?
    a. *This assignment will assist in coordination and instruction of the recruit academies. Academy seems prudent if they have not led or been part of it prior to a Firefighter assignment.*

6. Will they serve a probationary period in the Lt. role as well as FF role? We certainly hope there is enough inside interest and qualification to avoid this, but it does raise the interesting question of potential putting someone in a FF role, without vetting their FF abilities via an academy?
    a. *There will be a probationary period applied to the Lieutenant position. If a transfer to Firefighter occurs, there would be a probationary period in the new position. We view it as the same practice currently recognized for promotions.*

7. Further, will this position be simultaneously advertised inside and outside? Or only outside if limited interest internally?
    a. *Inside first. Outside consideration is included only as an alternative. It is not our preference. If we agree this is a necessary position, we shouldn't sit on a vacancy if there is no internal interest.*

8. Creating this new "rank" and scale would appear to de-incentivize Captains from applying, assuming they would have to transition to the LT pay scale. Is this by design? We frequently discuss finding the "right person" for a position/assignment. Would we utilize SA pay in the potential instance? Or would the position/pay be what they are and an individual can accept or not?
    a. *The position does establish a new pay range that likely would not be of interest to Captains. Since the beginning of this concept the concern of impacts to pulling a Captain or Engineer from the line and the resulting impact to AIC lists has remained of significance. To minimize this impact, the initial target audience is Firefighters.*
    b. *Unless we make the assignment <180 days, civil service rules further complicate promoted positions transferring to the role due to language for temporary promotions.*
    c. *This position is not a Special Assignment, therefore the provisions of 4.13(a) would not be applied.*

9. Will internal candidates elevate to the point in the pay scale that represents at least a 5% raise from their current step (assumed) or assume their current step but within the Lt scale?
    a. *This should be viewed as a reclassification to a new position. We propose the candidate assume their current step in the new classification.*
    b. *A question not raised is that of in grade 56 hr. seniority for internal candidates. I encourage the assignees seniority to continue to accrue in the position they vacated as if they were still in the position.*

Beyond the description, some conceptual items mentioned for consideration collaboratively:

10. This position could work OT at 56 hour rate was mentioned. Would this person be eligible at the rank they held while serving on a fire engine and any AIC certifications they held? (ie. Travis would be eligible Tier 1 for FF and as an AIC engineer, Tier 3 certified) But, assumed pay would be at the 56 hour converted rate of the current Lt assignment they are fulfilling?
    a. *I think I understand this question, but will refrain from assuming and answering incorrectly.*

11. Will returning from this assignment require a subsequent opening, similar to Risk Reduction Captain MOA?
    a. *No, however, to get the best results from the position, we would benefit from a minimum commitment.*

I appreciate your thoughtful questions as we navigate implementation of the position. Let me know what questions or concerns remain.

Respectfully,

Mike Hussey, Fire Chief

Clarification of rate of pay calculations:

$8,000 monthly salary*

40 hr rate = $8,000 / 173.3 or $46.16 hr

56 hr. rate = $8,000 / 242.7 or $32.96 hr.

An employee working OT as an extension of their regular duties in the Training Lt position will receive OT at the 40 hr. rate ($46.16 x 1 ½ x hours worked).

Employees working OT on a response unit as part of staffing (callback) will receive the 56 hourly converted rate of pay ($32.96 x 1 ½ x hours worked).

This formula is also applied to incentives.

*The figure serves as an example and is not intended to replace future agreed upon wage classifications.