

# JACKSON COUNTY FIRE DISTRICT NO. 4

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## ROGUE VALLEY PROFESSIONAL FIREFIGHTERS L1817

“Partnering for Protection”



### LABOR AGREEMENT 2023-2026

CONTRACT RATIFIED

JACKSON COUNTY FIRE DISTRICT NO. 4 → May 2023

ROGUE VALLEY PROFESSIONAL FIREFIGHTERS → May 2026



# JACKSON COUNTY FIRE DISTRICT NO. 4

Contract for July 1, 2023 - June 30, 2026

Between

JACKSON COUNTY FIRE DISTRICT NO. 4

And the

ROGUE VALLEY PROFESSIONAL FIREFIGHTERS Local 1817

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## PREAMBLE

This agreement is entered into by and between Jackson County Fire District No. 4, hereinafter referred to as the "District", and the Rogue Valley Professional Firefighters, Local 1817, hereinafter referred to as the "RVPFF"

## ARTICLE 1 – TERM

**1.1 Term of Agreement** - The term of this Agreement shall be July 1, 2023 to and including June 30, 2026. The terms of this Agreement shall remain in effect until a successor agreement is executed.

**1.2 New Contract Negotiations** - Negotiations for a new contract for a period commencing July 1, 2026 shall commence on or before February 1, 2026 upon written notice of either party of its intent to open the contract no later than January 1, 2026; absent such notice, the contract shall automatically renew upon the same terms as the current Agreement.

**1.3 Status of Agreement** - This agreement shall not be modified in whole or in part except by another instrument duly executed by the parties. There shall be two (2) signed copies of the final Agreement, one (1) to be retained by the District and the other by the RVPFF.

**1.4 Savings Clause** - Should any provision of this agreement be found by a court of competent jurisdiction, or any administrative agency having jurisdiction, to be in violation of any federal or state law, the remainder of the provisions of this agreement shall be considered as severable and remaining in full force and effect for the duration of this agreement. The parties agree to meet and negotiate as soon as reasonably possible for a substitute to any provision declared in violation of federal or state law, if substitution is possible



## ARTICLE 2 - MANAGEMENT RIGHTS

**2.1 Recognition** - The District recognizes the RVPFF as the exclusive representative for all full-time paid employees, with respect to wages, hours and other conditions of employment as provided by Oregon statute; excluding supervisory, confidential, casual and seasonal employees.

**2.2 Management Rights** - Except as otherwise specifically limited by the terms of this agreement, the District retains all of the customary, usual and exclusive rights, prerogatives, functions and authority connected with, or in any way incident to, its responsibility to manage the affairs of the District or any part of it. Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the District shall include the following:

- a) To direct and supervise all operations, functions, and policies of the divisions in which the employees in the bargaining unit are employed;
- b) To manage and direct the work force, including, but not limited to, the right to determine the methods, processes, and manner of performing work; the right to hire, promote, and retain employees; the right to determine schedules of work and the right to purchase, dispose of and assign equipment and supplies;
- c) To determine the need for a reduction or an increase in the work force;
- d) To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials and equipment; and
- e) To implement new and to revise or discard, wholly or in part, old methods procedures, materials, equipment, facilities and standards.

Utilization of any management rights not specifically limited by this agreement shall be at the District's discretion and not subject to negotiation or the grievance procedure, except as otherwise guaranteed by ORS 243.650 through 243.782.

## ARTICLE 3 - RVPFF RIGHTS

**3.1 Union Membership** - All employees of the District shall have the right to join and participate or not join and participate in a labor organization. No employee of the District shall be intimidated, restrained, coerced, or discriminated against by the District or the RVPFF or by any other person because of the exercise of these rights.

**3.2 Representatives** -The RVPFF will notify the District, in writing, of the names of representatives.

**3.3 Visits** - RVPFF representatives, other than District employees, upon notification to the Fire Chief or his designee, may visit with employees during breaks, meal periods or after normal working hours; employee representatives are not required to provide notification. Visits outside of those allowed for above, may be granted only with the expressed approval of the Fire Chief or a designee and shall not disrupt the work flow.

**3.4 Association Business** - The internal business of the RVPFF shall only be conducted outside normal working hours. For the purpose of this section only, working hours will normally be from 0800 - 1700 hours.

**3.5 Bulletin Boards** - Bulletin board space will be provided to the RVPFF for the posting of meeting notices and other information of interest to its members.

**3.6 Facilities Permission** - With approval by the District a fire station may be utilized for RVPFF meetings. The RVPFF is encouraged to utilize video conferencing for such meetings to maximize availability in first due areas.

RVPFF members are allowed reasonable access to utilize District email and office equipment for RVPFF business, provided such use does not obstruct the equipment from being utilized for District business.

**3.7 Files** - Employees may inspect the contents of their personnel file, except for confidential reports from previous employers, in the presence of an authorized District representative.

## ARTICLE 4 - RVPFF SECURITY

### **4.1 Payroll Deductions**

Upon receipt of written authorization from an employee, the District will deduct semi-monthly, union dues and assessments from the employee's paycheck in an amount certified to be current by the treasurer of the Union. The total amount of deductions shall be remitted each month by the employer to the treasurer of the Union.

### **4.2 Maintenance of Efforts**

Each employee's authorization for payroll deductions shall remain in full force and effect permanently unless the employee revokes the authorization by sending an original written, signed and dated notice via U.S. Mail or hand delivery to both the employer and the Union President. The District and the Union agree that any revocation of an employee's authorization to withhold fees must be consistent with the limitations included in the payroll authorizations signed by the employee, including compliance with the appropriate window period. If employee sends an otherwise proper revocation of their authorization before the annual window period, the District will continue to deduct amounts equal to the dues and assessments certified by the Union from the employee's paycheck until the next window period.

### **4.3 Indemnification**

The District shall not be held liable for errors in deductions provided in this article unless the District, upon written notification from the Union, fails to correct the error within one month. The Union agrees to indemnify, defend, and hold the District harmless against any claims made or suits brought against the District as a result of this article.

**4.4 Hold Harmless** - The RVPFF will indemnify, defend and hold the District harmless against any claims made and against any suit instituted against the District as a result of any action taken pursuant to the provisions of this article. The RVPFF and the District each agree to reimburse any moneys paid or not paid in error within 30 days of notification of such error.

## ARTICLE 5 - SENIORITY

Seniority shall be established from the last date of hire and continue to accrue during all paid time in the bargaining unit. Seniority shall be terminated if an employee:

- a) Resigns;
- b) Is discharged for just cause;
- c) Is laid off and fails to respond to a written notice of recall;
- d) Is laid off work for a period of time greater than 36 months or a period of time equal to the employee's seniority, whichever is shorter;
- e) Is retired.

## ARTICLE 6 - HOURS OF WORK

### 6.1 Work Day-

- a. 56 Hour Employees: The shift workday shall be two (2) consecutive 24 hour work periods, forty-eight (48) consecutive hours. Meal periods shall be paid. The employee will then have ninety-six (96) hours off duty after each forty-eight (48) hour cycle.
- b. 40 Hour Employees: The work day shall be consecutive hours, consecutive days with meal and rest periods provided during the shift while maintaining response capability. Days of the week and hours of the day to be determined by the Fire Chief.

### 6.2 Work Schedule/Period-

- a. 56 Hour Employees: The average regular work schedule for shift employees shall be 56 hours based on a 52 week year (2,912 hours annually).
  - a) The regular hourly rate of pay shall be the monthly rate divided by 242.7.
  - b) Under the provisions of FLSA Section 7(k), the work period cycle shall be 24 days.
  - c) For purposes of hours worked, Daylight Savings Time and Standard Time changes will not impact hours worked for purposes of overtime calculations or leave accruals.
- b. 40 Hour Employees: The regular work schedule shall be 40 hours based on a 52 week year (2,080 hours annually).
  - a) The regular hourly rate of pay shall be the monthly rate divided by 173.3.
  - b) Days of the week and hours of the day may be changed by the Fire Chief with a minimum two weeks' notice. A temporary change due to staffing considerations may be made between a 40 hour and 56 hour schedule instituted by the Fire Chief with a minimum two weeks' notice.
- c. In years where one Shift (i.e. "A-Shift") is assigned to work Christmas Eve (December 24th) as well as Christmas Day (December 25th), an adjustment in the scheduled work period shall occur. The "Shift" scheduled to work December 23rd shall work December 24th and the "Shift" scheduled to work December 24<sup>th</sup> shall work December 23<sup>rd</sup>.

**6.3 Shift Exchanges** - Shift exchanges may be allowed at the discretion of the Fire Chief so long as an exchange request is rank for rank and notification is submitted prior to the exchange. The exchanging of time is extended to the employees of the District as a privilege and any misuse or abuse of this privilege may be cause for disciplinary action or suspension of said privilege to the person(s) involved.

**6.4 Voluntary Early / Late Relief –**

- a) Voluntary early relief (VER) is an agreement between two individuals to provide relief a maximum of two hours prior to the end of the requesting employees scheduled shift.
- b) Voluntary late relief (VLR) is an agreement between two individuals to “holdover” and provides coverage at the beginning of the requesting employees scheduled shift. The maximum amount of time allowed for late relief is two hours.

VER / VLR are subject to the verbal approval of the requesting employee. It is understood that VER / VLR is not reciprocal as it is a complimentary action. Relief beyond the 2 hour maximum is considered a time exchange and subject to the provisions of Article 6.3. VER / VLR does not affect hours worked by either employee

## ARTICLE 7 - COMPENSATION

**7.1 Payday** - Regular salaries and compensation for all members of the Bargaining Unit shall be paid every other Friday.

**7.2 Pay Period Definition** - For the purpose of this Article, "12 months" shall be construed to mean 26 complete biweekly pay periods.

**7.3 Wages** – Employees shall be compensated in accordance with the following:

The below tables represent the wage increases for Captain and Firefighter, 8% for 2023/2024, 6% for 2024/2025 and 6% for 2025/2026. .

Captain	23/24	24/25	25/26
Step 1	6,049	6,412	6,797
Step 2	6,173	6,543	6,936
Step 3	6,299	6,677	7,078
Step 4	6,428	6,814	7,223
Step 5	6,559	6,952	7,370

Firefighter			
Step 1	5,189	5,500	5,830
Step 2	5,295	5,612	5,949
Step 3	5,397	5,721	6,064
Step 4	5,507	5,837	6,188
Step 5	5,621	5,958	6,316

**7.4 Beginning Salary Step** - Upon approval of the Board of Directors, the Fire Chief reserves the discretion to establish the salary step for newly hired employees. Considerations for establishing the salary step will include but not be limited to exceptional qualifications, economic conditions, or unusual employment conditions. The provisions of this section shall also apply to re-employed and reinstated employees.

**7.5 Step Increase** – Regular, full-time employees of the District shall be eligible for time-in-grade step increases for continued improvement by the employee in the effective performance of the duties of the position. The employee, after 12 months of continued service in a step classification for the position shall be eligible for the next higher step in the same job classification. Step increases shall be effective retroactively to the date of eligibility upon approval of the increase.



## ARTICLE 8 - INSURANCE

**8.1 Workers Compensation / Accidental Death & Disability** - During the period of this Agreement, the District shall provide, at its expense, the following:

- a) Workers compensation insurance through the State Accident Insurance Fund, or its equivalent, for all employees in the Bargaining Unit, subject to the provisions of ORS 656.
- b) Accidental death and dismemberment policy in accordance with ORS 243.005.

**8.2 Health Insurance** – The District and employees agree to a cost sharing contribution for health insurance. The District will provide 97% of the expense for the insurance plan specified in Article 8.3. Each employee will contribute the remaining 3% of the cost for their enrolled plan. Contributions will be automatically deducted through the Districts payroll program.

**8.3 Scope and Provider** - The District shall provide the following:

- Medical Plan, including vision provided by Regence Blue PPO III with Regence network (SDIS)
- Dental Plan provided by Delta Dental Plan 4 Incentive Dental Plan (SDIS)
- Short-Term disability Option V (SDIS)
- Long-Term Disability Option I (SDIS)

Should any of these plans become unavailable, equivalent benefits shall be maintained by the District for the life of this Agreement.

The District and the RVPFF agree to create an insurance committee comprised of the Fire Chief and at least one RVPFF representative. The purpose of the insurance committee is to seek a cost-effective insurance program which provides quality insurance benefits for employees. The committee will meet each spring after the insurance rates are published by the carrier(s) with the purpose of reviewing and evaluating available insurance benefits and carriers. Both the District and RVPFF agree to open the provisions of Article 8.3 to amend the type/scope of the plan and/or carrier as needed to carry forth the results of this process.

**8.4 Payment in Lieu of Medical Coverage-** Special Districts Insurance Services requires a minimum participation of 75% of eligible employees. The eligibility to opt out of medical coverage will be granted on a first come first serve basis, not to exceed the 75% minimum. If multiple requests are received on the same day, seniority will be utilized. Employees with dual insurance coverage may opt out of the District's medical/dental/vision and receive, in lieu of such coverage, \$725.00 a month in taxable compensation. Any such employee who wishes to receive compensation in Lieu of Medical Insurance Coverage must adhere to the following guidelines:

- a) Requests for payment must be made on an official report.
- b) Only Employees with dual insurance coverage are eligible.
- c) Proof of insurance coverage must accompany the request.
- d) Payment of \$725.00 of taxable compensation will be made on the last pay day of the month.

If the employee who has opted out of insurance coverage requests again to receive insurance, they shall make a request on an official report. If the employee requesting coverage has lost insurance coverage from the other source, that employee can obtain insurance coverage for the next month following the request. If the employee requesting coverage again to be dual covered, they must wait until the enrollment opens.

**8.5 HRA VEBA-** The District shall contribute \$75 per pay period into each member's HRA VEBA account.

**8.6 EMS Transportation-** The District will provide air and ground ambulance transport membership through the local provider as available for the employee and family.

## ARTICLE 9 – EXTRA PAY

### 9.1 Overtime

Time worked in excess of the regular work week, work day, or shift shall be compensated for such extra work at the rate of one and one-half (1 ½) times the regular hourly rate of pay or greater as required by Fair Labor Standards Act or Oregon Law.

The FLSA overtime threshold for hours worked in a 24-day work period cycle is 182. Actual hours scheduled in the 24-day work period cycle equate to 192 hours. In addition to the employee's regular salary, hours worked in excess of the 182 hour threshold will be paid at the half (0.5) time rate of the employee's regular rate of pay, including all applicable wage augments.

All authorized accrued leave (vacation, sick, holiday, comp) will be counted as "hours worked" when computing overtime premium pay in accordance with Oregon law (ORS 652.080).

**9.2 Minimum Hours** - Off duty employees reporting to duty for alarm coverage shall receive a minimum of two hours compensation.

**9.3 Required Training** – The District shall compensate the employee for the time spent in attendance. Compensation will be in accordance to Article 9.1.

All Paramedic employees will maintain the following certifications:

ACLS

PALS

PHTLS

Case reviews (minimum required for re-licensure)

Tuition and course materials will be provided by the District.

**9.3.1 Attendance at Additional Training and Meetings** – Any additional training or meeting attendance must be approved by the Fire Chief. Compensation will be in accordance with Article 9.1.

**9.4 Form of Compensation** - The employee shall be paid for overtime hours worked.

**9.5 Time Calculation** – Any extra hours worked shall be calculated to the nearest one-quarter (¼) hour, or such lesser period required by the Fair Labor Standards Act or Oregon Law.

**9.6 EMS Incentive Pay** - All employees in the Bargaining Unit who hold current Paramedic, EMT I, or AEMT status shall be compensated extra (monthly) on top of their base wage:

- AEMT 2% per month
- EMT I 4% per month
- EMT P 11% per month

**9.7 Longevity Pay** - All employees of the Bargaining Unit shall be awarded longevity pay in accordance to the following schedule:

<b>Years of Employment</b>	<b>Percent of Base Salary</b>
5 to 9 years	2%
10 to 14 years	3%
15 to 19 years	4%
20 to 24 years	5%
25 plus years	6%

Longevity pay is calculated on base salary. All longevity pay earned during the fiscal year will be paid in lump sum on the last pay day in June.

**9.8 Education Incentive** – Employees shall receive an annual incentive of \$300 for an Associate’s degree or \$500 for a Bachelor’s degree. This incentive shall be paid on the last pay day in June.

**9.9 Temporary Out of Class Assignment** - A member of the Bargaining Unit that is placed in the rank of a higher salary position for one (1) hour or more in a 24 hour period, exclusive of company level appointment, for training purposes or as a result of any exchange of time, shall receive compensation at the higher salary schedule, at the member’s same salary step, for all hours worked in that position.

## ARTICLE 11 – VACATION

**11.1 Accrual-** Full time employees shall be eligible for paid vacation upon satisfactory completion of 6 months employment and the approval of their Captain and Fire Chief. Vacation benefits shall accrue from date of hire as a full time employee as follows:

Years	Months	56 Hour Annual Hour	56 Hour Biweekly	40 Hour Annual Hour	40 Hour Biweekly
0 to 2	0 to 24	120	4.62	86	3.31
3 to 4	25 to 48	192	7.39	137	5.27
5 to 9	49 to 108	240	9.23	172	6.62
10 to 15	109 to 180	288	11.07	206	7.93
16 to 20	181 to 240	312	12.00	223	8.58
21 to 25	241 to 300	360	13.85	257	9.89
26 plus	301 plus	384	14.77	274	10.54

**11.2 Maximum Accrual** - Employees hired before July 1, 2018 may accumulate up to three (3) years of accrued vacation time. Employee hired July 1, 2018 and after may accumulate up to two (2) years of accrued vacation time. Accruals will be posted on the employees payroll check stub.

**11.3 Scheduling-** All vacations shall be scheduled and taken in accordance with the best interests of the District.

- a) Initial vacation sign-up must be conducted in September for the next following calendar year. Vacation requests shall be consecutive and continuous work periods. Employees shall sign up in order of seniority. Initial vacation sign-up hours are limited to the employee's accrued vacation leave for the requesting year. Employees can elect to "pass" on initial vacation requests; a "pass" forfeits the employee's seniority rights for the initial vacation sign up. The District shall post initial vacation requests on or before October 7th. Vacations will be scheduled at the discretion of the Fire Chief or his designee with due consideration given to the employee's request.

- b) Secondary vacation requests received prior to October 7th will be processed in order of seniority. Secondary vacation requests must be received via the staffing program prior to the member's regular assigned shift going off duty. All subsequent vacation requests for the next year are first come first served. Multiple requests received on the same day, for the same date, will be processed in order of seniority. The Fire Chief can deviate from this requirement if circumstances dictate. Vacations will be scheduled at the discretion of the Fire Chief or his designee with due consideration given to the employee's request.
- c) Cancellation of or modification to, existing vacation leave shall be submitted to the staffing program or his designee 24 hours prior to the requested change. Additionally, members shall notify all other shift members that the cancellation or modification has been submitted.
- d) A jointly agreed upon District policy shall be maintained outlining the vacation scheduling procedure.

**11.4 Max Personnel off per shift** - No more than one employee per rank may be off duty on any day, up to a maximum of two personnel per day, while maintaining the minimum staffing of one employee per shift.

**11.5 Vacation Forfeiture** - Each employee shall have one (1) hour deducted from accrued vacation time for each hour of vacation taken. Vacation time which exceeds that allowed in Section 11.2 and which is not taken, due to failure on the employee's part to schedule vacation, shall be forfeited.

**11.6 Death or Termination** - In the event of the resignation, death or termination of an employee, for reasons other than failure to meet employment standards of the District during the initial 12 months of employment, accrued vacation, holiday and compensatory time will be paid to the employee or the employee's surviving spouse or beneficiary. The employee shall be entitled to payment for accrued vacation, holiday and compensatory leave at the rate as of the date of eligibility. In the event of death, earned but unused vacation, holiday and compensatory leave shall be paid in the same manner as salary due the deceased employee is paid.

**11.7 Beginning Vacation Step** – Upon approval of the Board of Directors, the Fire Chief reserves the discretion to establish the vacation step for newly hired employees. Consideration for establishing the vacation step will include but not be limited to exceptional qualifications, economic conditions, or unusual employment conditions. The provisions of this section shall also apply to re-employed and reinstated employees.

**11.8 Flex Leave-** Regular full-time employees in the Bargaining Unit shall be given three (3) flex leave opportunities per calendar year. There shall be no carryover if unused. Flex leave shall be monitored by the District.

- a) Flex leave is defined as the ability to schedule vacation leave outside of the requirements of Article 11.3.
- b) Flex leave may only be utilized for the member's own shift.
- c) Flex leave usage requires the member to verbally contact the Fire Chief a minimum of one (1) hour prior to the desired leave.
- d) Flex leave may only be requested:
  - a. For the member's next duty day while the member's shift is off duty, or;
  - b. For the member's current duty day, including while on duty.
- e) Flex leave will be processed immediately and on a first come first served basis.

## ARTICLE 12 - HOLIDAYS

**12.1 Holiday Time** - Annually, the District will post a signup sheet by January 1. The employee must declare by January 31 whether they desire time off, compensation or a combination of both in observance of the holidays for the following fiscal year.

- a) 56 Hour employees shall be credited with 159 hours in time off or compensation in lieu of holidays worked.
- b) 40 Hour employees shall be credited with 96 hours in time off or compensation in lieu of holidays worked.

**12.2 Scheduling-** Newly hired probationary employees are allowed to schedule Holiday Time. The scheduling of Holiday time shall be performed in accordance with Article 11.3, with the exception that requests indicate "Holiday Time-Off".

**12.3 Forfeiture** - All in lieu of holiday time will be taken in the fiscal year in which it is earned. In the event an employee fails to take holiday time off by June 30, accrued holiday time will be lost and deleted from the District's books.

**12.4 Payment for Accumulated Holiday Leave** - Payment will be paid annually during the last pay period ending in November



## ARTICLE 13 - SICK LEAVE

**13.1 Accrual-** Paid sick leave shall continue to accrue in accordance with the below provisions during any period of leave with pay.

- a) 56 hour employees will accrue sick leave at the rate of 7.50 hours for each complete bi-weekly period (195 hours annually), beginning with the employee's date of hire.
- b) 40 hour employees will accrue sick leave at the rate of 5.50 hours for each complete bi-weekly pay period (139 Hours annually), beginning with the employee's date of hire.

**13.2 Utilization** - Employees shall have one (1) hour deducted from their accrued sick leave for each hour of sick leave taken. The only sick leave hours that shall be deducted against any employee's accrued sick leave shall be those hours that the employee is regularly scheduled to work. Employees are eligible for sick leave for the following reasons:

- a) Incapacity of the employee due to personal illness, injury, physical disability or life situations;
- b) Enforced Isolation or Quarantine of an employee by the local health authority, a physician or a physicians assistant for illness or disease;
- c) Illness or disability of a spouse or child who is seriously sick or injured, undergoing surgery or otherwise hospitalized or to make immediate arrangements for the care of a spouse or child with a less than serious illness ;
- d) Situations defined in FMLA or OFLA as qualifying for "family leave".
- e) Medical and dental appointments during working hours so long as prior approval is obtained from the Fire Chief or a designee.

An employee who cannot perform their assigned duties shall inform the on-duty Shift Officer as soon as possible or no later than one (1) hour prior to the scheduled time when reporting for duty. If the on-duty Shift Officer cannot be contacted, then the following order of notification attempts shall be made until someone is contacted: The on-coming Shift Officer, Fire Chief.

In the event that an employee becomes ill during working hours and is placed on paid sick leave prior to the close of the work period, such paid sick leave shall be calculated to the nearest one quarter hour, or such lesser period as required by the Fair Labor Standards Act (FLSA).

**13.3 Integration with Workers Compensation** - Occupational injuries incurred on the job are covered by the District's Workers Compensation insurance carrier. Whenever an employee is being compensated by the District's insurance carrier for an on-the-job injury or illness, the District will integrate the employee's sick leave with the insurance payment to provide the employee with their "net" salary at the time the injury or illness occurred. "Net" salary shall be defined as the employee's gross salary less state and federal tax deductions, including FICA.

**13.4 Abuse** - Sick leave abuse by an employee shall subject the employee to disciplinary action including dismissal. "Sick leave abuse" shall be defined as the use of sick leave for time off when the employee is capable of performing their essential job functions and responsibilities; and abuse of the provisions in Article 13.2.

**13.5 Donation of sick leave-** Employees who have exhausted their sick, holiday and vacation leave benefits may receive a gift of sick leave from other District employees if they require extended use of sick leave. Employees who have accumulated more than 240 hours may make a donation up to 100 hours, no employees donation can drop their sick leave below 240 hours. In such events the Districts only involvement shall be to transfer an employee's sick leave credit in accordance with the employees request and add it to the sick leave balance of another employee.

### **13.6 Conversion of Sick Leave**

On an annual basis, members may elect to convert up to 72 hours of the members sick leave back to a District contribution into the members 401a deferred compensation account.

Utilizing the 1<sup>st</sup> pay stub of March, sick leave hours above 960 (max of 72) are eligible for conversion. The members elected sick leave hours may not drop their sick leave accrual balance below 960 hours. Members must declare their sick leave conversion by emailing the Fire Chief by March 31<sup>st</sup>.

The District will deduct the elected hours from the members sick leave accrual balance from the second pay period in November.

The value of the District contribution is calculated on the number of hours the member elects (up to 72 maximum) times the members base hourly rate at the time of payment.

## ARTICLE 14 - LEAVE OF ABSENCE

**14.1 Without Pay** - The District will consider a written application for leave of absence without pay not to exceed six (6) months. 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 District may terminate or cancel such leave by ten (10) days written notice, mailed to the address given by the employee on his/her written application for such leave, in the event of an emergency which requires the employee to return to work. Such leave shall not be approved for the purpose of accepting employment or entering into a full-time-business or other occupation. Said actions may be accepted by the District 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 his/her position with the District. Employees on leave without pay, for any reason, shall not accrue any benefits unless otherwise specified in this agreement.

**14.2 Jury Duty** - Employees shall suffer no loss of pay as a result of a requirement to serve on a jury. If the employee is released from jury duty early, they will return to work

**14.3 Parental Leave** - The District shall allow parental leave in accordance with state and federal statute.

**14.4 Military Leave** - Military leave shall be granted in accordance with state and federal statutes.

**14.5 Bereavement Leave** - In the event of a death in the employee's immediate family (husband, wife, spousal equivalent, mother, father, son, daughter, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, or grandparents), the employee shall be granted leave with pay up to a maximum of 48 hours. The employee may elect to take additional leave in accordance with the provisions of this contract.

**14.6 Paid Leave Oregon (PLO)**- The Oregon Legislative Assembly passed House Bill 2005, the Paid Family Medical Leave Act (the "Act"). The Act, which applies to the District and members of the Association, requires covered employers to establish a paid family and medical leave insurance plan. Employers may provide this benefit through the State-administered plan, which is referred to as Paid Leave Oregon ("PLO"), or they may create an "equivalent plan" that provides equal or greater benefits than PLO. Employers who choose an equivalent plan can be self-insured or provide the benefits through a third-party insurer. For the purpose of this Article the reference to the words Paid Leave Oregon and equivalent plan are considered equal plans and will be referenced as PLO.

**14.6.1 District Rights-** The District may provide the required Paid Leave Oregon benefits through an equivalent plan offered by a third-party insurer, so long as the contract with the insurer does not include limitations that might affect the Association's ability to negotiate benefits that are lawful but exceed the minimum requirements of the Act. If the State does not approve the equivalent plan and the District cannot find an equivalent plan that has been approved, it will utilize Paid Leave Oregon to provide the required benefits.

**14.6.2 District Payment of Employee Contributions-** The District agrees that it will pay or "pick up" the employees' contributions towards any PLO premiums, starting July 1, 2023. PLO contributions will not be deducted from an employee's paycheck.

**14.6.3 Notice of Right to Benefits and Options-** The District will provide employees with notice of their rights to PLO benefits as required by law and make details regarding the process for applying for and receiving benefits available to employees online. When an employee submits a request for PLO benefits, the District will provide the employee with information setting out their options.

**14.6.4 Seniority Accrual-** Employees' seniority will continue to be credited during any leave covered by the Paid Family Medical Leave Act. However, an employee's probationary period will be adjusted proportional to their PLO use if the period of PLO leave exceeds two weeks to ensure adequate observation time for the District to evaluate suitability for regular status.

**14.6.5 Scope of Article-** The provisions of this article are not intended to change any other provisions of the collective bargaining agreement or reduce the benefits of any employee in the Association's bargaining unit. This article is also not intended to change any existing past practices of the parties other than as expressly provided by the article.

## ARTICLE 15 – CALLBACK PROCEDURES

**15.1 Authority and Responsibility** – The Fire Chief shall have the authority and responsibility to administer this article and maintain minimum staffing.

**15.2 Filling Vacancies** – Shift vacancies shall be filled utilizing career personnel, avoiding work periods exceeding 72 hours when possible. The District and the RVPFF shall jointly maintain a policy outlining the callback procedure.

## ARTICLE 16 - UNIFORMS AND EQUIPMENT

The District will provide employees with the required uniform including boots. Replacement of the uniforms shall be done on an as needed basis as determined by the Chief or his designee. The employee may choose to replace non-repairable boots with a new pair of their choice at the District's expense. Any safety clothing or equipment required to be worn or used by employees shall be furnished and maintained by the District.

## ARTICLE 17 – MEDICAL PHYSICAL

**17.1 Medical Physicals.** All members of the Bargaining Unit shall participate in an annual medical examination provided by the District. Examinations will take place at Asante Occupational Health. Specific examination results shall be given to the Member and the ‘Fit for duty / Not fit for duty’ result shall be provided to the District.

	Under 30	30-40 years	40 years and over
Standard Physical	Every 3 years	Every 2 years	Annually
EKG with interpretation	Physician discretion	Every 2 years	Annually
Chest X-Ray	At time of hire	Every 2 years	Annually
Stress Test	Physician discretion	Physician discretion	Annually
Blood Analysis	Annually	Annually	Annually
Cancer Screening	Physician discretion	Physician discretion	Annually

Standard Firefighter Physical Includes:

- Audiogram
- Spirometry
- Urinalysis
- Visual acuity

Blood Analysis includes:

- CBC
- CMP 13
- Blood cell count
- Liver function
- Cholesterol
- Uric Acid
- PCB
- Cyanide
- Blood Lead
- PSA

Cancer Screening includes:

- Digital Rectal Exam
- Testicular Exam
- Breast Exam
- Pap Smear

Employees can choose to have their annual breast exam and pap smear performed by their personal doctor.



## ARTICLE 18 - REDUCTION IN FORCE

**18.1 Layoff** - If the District should reduce its work force, layoffs shall be made on the basis of seniority. The District agrees to notify employees not less than one ( 1) month prior to any layoff.

**18.2 Recall** - Employees shall be recalled from a layoff on the basis of seniority, so long as such a recall is within 36 months of their layoff date.

a. Employees on the recall list shall be recalled in the order of most senior first, least senior last, to vacant and available positions within the employees rank. No new employees shall be hired in the department until all laid off employees have been given the opportunity to return.

**18.3 Notice** - It shall be the responsibility of the employees laid off to keep the District informed of the address at which they may be reached and re-employment shall be offered in person or by certified mail addressed to the last address furnished by the employee. When an offer of re-employment has been made, the laid off employee shall advise the District of acceptance within three (3) calendar weeks and shall report for duty within thirty (30) days of the receipt of the notification by the District. Any employee who fails to accept re-employment as his/her previous position when offered by the District in accordance with provisions of this article shall be deemed to have forfeited all rights hereunder

## ARTICLE 19 - STRIKES

**19.1 No Strike** - The RVPFF and its members, as individuals or as a group, will not initiate, cause, participate or join in any strike, work stoppage, or slowdown, or any other restrictions of work, at any location in the District during the term of this contract. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the District by the RVPFF or by any other labor organization when called upon to cross picket lines in the line of duty. Disciplinary action, including discharge, may be taken by the District against any employee or employees engaged in a violation of this article.

**19.2 Association Obligation** - In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line or other restriction of work in any form either on the basis of individual choice or collective employee conduct, the RVPFF will immediately, upon notification, attempt to secure an immediate orderly return to work.

**19.3 Lockout** - There will be no lockout of employees in the RVPFF by the District during the term of this agreement.

**ARTICLE 20 - PROBATIONARY PERIOD**

Every employee hired into the bargaining unit shall serve a probationary period of 12 months. The RVPFF recognizes the right of the District to terminate or discipline newly hired probationary employees for any reason, with or without cause, and any such discipline shall not constitute a violation of this contract, and shall not be subject to the grievance procedure.

## ARTICLE 21 - DISCIPLINE

**21.1 Standard-** No employee shall be disciplined or discharged except for just cause. Oral or written warnings are not considered to be discipline and may not be protested through the grievance procedure.

**21.2 Probationary Employee** - This article shall not apply to any employee on probation as defined in **Article 20 - Probationary Period**.

**21.3 Imposition-** If the District has reason to discipline an employee; she/he shall make reasonable effort to impose such discipline in a manner that will not unduly embarrass the employee before other employees or the public.

**21.4 Due Process-** In the event the District believes an employee may be subject to discipline greater than a written warning, the following procedural due process shall be followed:

- a) The employee shall be notified of the charges or allegations that may subject them to discipline;
- b) The employee shall be notified of the disciplinary sanctions being considered;
- c) The employee will be given an opportunity to refute the charges or allegations either in writing or orally in an informal hearing; and
- d) In accordance with the Weingarten Act, the employee will be entitled to RVPFF representation at the informal hearing.

**21.5 Just Cause Standards** - For the purpose of this agreement, just cause shall be determined in accordance with the following guidelines:

- a) The employee shall have some warning of the consequences of their conduct, unless the conduct is of such a nature that no prior warning is necessary in the eyes of a reasonable person;
- b) If a rule or order is the subject of the alleged misconduct, it must be reasonable and applied evenhandedly, if appropriate;
- c) The District must conduct a reasonable investigation;
- d) It must be determined, by a preponderance of evidence, that the employee is guilty of the alleged misconduct or act.
- e) The discipline must be appropriate based on the severity of the misconduct or the actual or likely impact the misconduct has or would have on the employer's operation;

- f) The employee's past employment record shall be considered, if appropriate, based on the severity of the act.

**21.6 Retention-** Documentation of discipline shall be placed in the employee's personnel file. After the timeframes indicated below, the discipline cannot be relied upon as the basis for progressive disciplinary action should another related incident occur warranting discipline. The District may not use such documentation except to refute a claim that the employee did not have knowledge of a policy, rule, or procedure:

- written record of oral reprimand – 1 year
- written reprimand - 1 year
- demotion – 4 years
- suspension - 4 years

**21.7 Signature Requirement** - No information reflecting critically upon an employee shall be placed in their personnel files that does not bear their signature. Employees shall be required to sign such material, with the opportunity for comment, to be placed in their personnel file with the understanding that their signature does not necessarily indicate agreement.

## ARTICLE 22 - GRIEVANCE PROCEDURE

**22.1 Procedure** - for the Purpose of this Agreement, a Grievance Is Defined as a Dispute about the Meaning or Interpretation of a Particular Clause or an Alleged Violation of the Agreement. Grievances must be presented within 15 days from the occurrence of the event from which the grievance derived or the employee's knowledge thereof. The grievance shall be reduced to writing and signed by the employee or the RVPFF and shall include a statement of the grievance and the facts upon which it is based and the section of the agreement to which the grievance relates.

**Step 1.** A copy of the grievance shall be forwarded to the Fire Chief, who shall, within fifteen (15) calendar days, render a decision after meeting with the aggrieved employee and/or the RVPFF representative. If the grievance is not resolved, the employee shall, within fifteen (15) calendar days, proceed to Step 2.

**Step 2.** The grievance, along with all pertinent written information shall be submitted to the Board of Directors. The Board shall meet with the employee and/or the RVPFF representative and the aggrieved and shall render a decision within fifteen (15) calendar days. If the Board's decision does not resolve the grievance, it shall be processed as outlined in Step 3.

**Step 3.** A list of five (5) arbitrators shall be requested from the Employment Relations Board and the parties, beginning with the RVPFF, shall alternately strike one (1) name until one (1) person is left.

**22.2 Arbitration** - The arbitrator shall have the authority to issue subpoenas, examine witnesses and documentary evidence, administer oaths and affirmations, and regulate the course of the arbitration hearing. The arbitrator shall have no power to modify, add to or subtract from the terms of this agreement and shall be confined to the interpretation and enforcement of this agreement. The arbitrator's decision shall be in writing and shall be submitted to the parties within thirty (30) days following the close of the hearing. The arbitrator's decision shall be final and binding on the affected employee(s), the RVPFF and the District. Either party may request the arbitrator to issue subpoenas but, if issued, the cost of serving the subpoena shall be borne by the party requesting the subpoena. Each party shall be responsible for compensating its own witnesses and representatives during the arbitration hearing. The parties shall share the arbitrator's fees and expenses.

**22.3 Time Limits** - All parties subject to these procedures shall be bound by the time limits contained herein. If either party fails to follow such limits, the following shall result:

- a) If the grievant fails to respond in a timely fashion, the grievance may be filed and processed to the Fire Chief's level. The grievance will not subject to arbitration and the Chief's response will be final and binding.
- b) If the District at any step, fails to respond in a timely fashion, the grievance shall proceed to the next step.

**22.4 Termination of Grievance** - A grievance may be terminated at any time upon receipt of a signed statement from the party filing the grievance that the matter has been resolved.

## ARTICLE 23 - PHYSICAL FITNESS

**23.1 Physical Fitness Program-** The Primary function of the Physical Fitness and Wellness program is to create a healthier firefighter who will be able to work at his/her job with a minimal amount of cardiovascular, muscular, and emotional stress or injury throughout his/her career. The Secondary function will be to reduce illness and injury.

**23.2 DISTRICT/MEMBER SUPPORT-** The District encourages members to maintain a healthy lifestyle. The District will continue to provide exercise equipment, facilities, space, and one (1) hour of on-duty time for physical fitness activities each shift. The support provided “on-duty” should be viewed as only one component of an overall individual’s fitness plan. All members are encouraged to commit a good faith effort to participate in a minimum of one (1) hour of physical fitness activity per shift.

### **23.3 MEMBERS HIRED PRIOR TO JULY 1, 2020**

**23.3.1 GUIDELINE-** The Annual Voluntary Physical Ability Evaluation is purely voluntary for members hired prior to July 1, 2020 and after. The District cannot force, pressure, harass, or intimidate any member participating in the Annual Voluntary Physical Ability Evaluation. The Annual Voluntary Physical Ability Evaluation will be held annually during the Month of May. Members who are unable to participate due to illness, injury, or absence will not be given the opportunity to retake the test and forfeit their opportunity to earn an incentive for the next fiscal year. Members are only allowed 1 opportunity annually to pass the Annual Voluntary Physical Ability Evaluation.

**23.3.2 DISCIPLINE AND OR PUNITIVE ACTIONS-** At no time shall a member be disciplined for or have punitive actions held against them for not participating in or failing to pass the Annual Voluntary Physical Ability Evaluation.

**23.3.3 PHYSICAL FITNESS INCENTIVE PROGRAM-** Members who voluntarily participate in and pass the Annual Voluntary Physical Ability Test shall be awarded a \$500 contribution into their HRA VEBA account. Payment will be made at the end of the month following the physical ability test.



## **23.4 MEMBERS HIRED July 1, 2020 TO CURRENT**

**23.4.1 GUIDELINE-** The Annual Voluntary Physical Ability Evaluation is mandatory for members hired July 1, 2020 and after. The District cannot force, pressure, harass, or intimidate any member participating in the Annual Voluntary Physical Ability Evaluation. The Annual Voluntary Physical Ability Evaluation will be held annually during the Month of May. Members who are unable to participate due to illness, injury, or absence will be given the opportunity to retake the test within 14 days of returning to work. Members are allowed three (3) opportunities annually to pass the Annual Voluntary Physical Ability Evaluation. If a member fails to successfully pass the Annual Fitness Ability Evaluation during the first attempt, the member shall receive a verbal reprimand. The member shall have two (2) more attempts within 90 days to retake and successfully pass the annual Physical Ability Evaluation. If the employee is successful in passing the Annual Fitness Ability Evaluation, no further disciplinary action shall be taken.

**23.4.2 DISCIPLINE AND OR PUNITIVE ACTIONS-** A member will be disciplined up to and including termination for not participating in or failing to pass the Annual Voluntary Physical Ability Evaluation.

**23.4.3 PHYSICAL FITNESS INCENTIVE PROGRAM-** Member who pass the Annual Physical Ability Evaluation on their first attempt shall be awarded a \$500 contribution into their HRA VEBA account. Payment will be made at the end of the month following the physical ability test.

**23.5 ANNUAL VOLUNTARY PHYSICAL ABILITY EVALUATION-** The use of self-contained breathing apparatus is an essential tool of the trade in the fire service with which we all must know our limitations in its use. This ability course is designed to identify the limitations of the firefighter in a safe and effective environment; although this program is not scientific in nature, it is a very basic program intended to simulate the tasks performed on the average fire scene. It also is intended to measure the capabilities and limitations of our members using basic fire service tools and equipment. The Annual Physical Ability Evaluation is a jointly agreed upon District policy it shall be maintained outlining the Physical Ability Evaluation procedure.

## ARTICLE 24 - USE OF ALCOHOL & DRUGS

**24.1 Statement of Principle** - The District and the RVPFF jointly recognize that the use of drugs and alcohol adversely affects job performance and constitutes a serious threat to the health and safety of the public, to the safety of fellow employees, and to efficient operation of the District.

The District and the RVPFF agree to maintain a jointly agreed upon Alcohol and Drug Policy.

## ARTICLE 25 RETIREMENT

**25.1 Retirement** - All employees classified as firefighters as defined by the Public Employee Retirement System (PERS), shall be covered under the PERS. The District shall make all required employer contributions and the employee will make the six percent (6%) “pick-up” contribution.

In accordance with Oregon Revised Statutes and PERS Administrative Rules, the value of a portion of unused sick leave shall be allowed in the computation of retirement benefits.

**25.2 EMPLOYEE CONTRIBUTION-** The employee’s portion of the PERS contribution shall be deducted from the employee’s gross salary. Employees shall not have the option of receiving salary payment directly and then paying the PERS employee contribution. The employee’s reported gross salary, for tax purposes, shall be reduced by the amount of the employee’s contribution.

**25.3 WORK BACK-** Upon Retirement District employees may, at the Districts discretion, “Work Back” in their previous position for up to 720 hours at their Regular rate of pay upon retirement. An employee who “works back” under this provision is not entitled to additional PERS payments, Vacation, Sick leave, Compensatory Time Accrual or Health Insurance.

**25.4 DEFERRED COMPENSATION-** Beginning July 1, 2023, so long as the employee is contributing to a 457(b) Deferred Compensation Plan offered by the District, the District shall pay a matching employer contribution to a separate 401 (a) Deferred Compensation Plan. The 401 (a) plan carrier will be at the District discretion. District contributions will be provided on behalf of the employee on a semi-monthly payroll basis.

The District contribution is provided based on years of service under the following schedule:

- a) After the completion of two (2) years of continuous service, an employee shall be eligible to receive a match of one percent (1%) calculated on monthly base salary.
- b) After the completion of five (5) years of continuous service, an employee shall be eligible to receive a match of two percent (2%) calculated on monthly base salary.
- c) After the completion of ten (10) years of continuous service, an employee shall be eligible to receive a match of three percent (3%) calculated on monthly base salary.
- D) After the completion of sixteen (16) years of continuous service, an employee shall be eligible to receive a match of four percent (4%) calculated on monthly base salary.

Years of Employment	Percentage of Base Salary
2-4 Years	1%
5-9 Years	2%
10-15 Years	3%
16+ Years	4%

## ARTICLE 26 – TRAINING

**26.1 EMT TRAINING-** Candidates for AEMT, EMT I, and Paramedic training shall be selected by the Fire Chief. Selections for such training shall be made from qualified employees desirous of such training within the fiscal and staffing constraints of the District. Such constraints will determine the degree to which the District supports tuition, material costs, and time-off for employees involved in training to obtain an EMT license. Upon being licensed as an AEMT, EMT I, or Paramedic, section 9.6 of this Agreement shall apply.

**26.2 EDUCATION LEAVE-** The District may allow education leave for fire service degree related college level courses; excluding professional seminars. Education leave may also be used for other college level courses with the approval of the District. The District shall allow one member off on education leave at a time; additional members may be allowed off in the best interest of the District. Requests shall be made with at least fifteen (15) days advanced notice. Deviations are allowed at the discretion of the District. Requests will be handled on a first-come basis; if simultaneous multiple requests occur, seniority shall be utilized to award leave.

**26.3 UNION EDUCATION LEAVE-** The District may allow a total of 48 hours of union education leave, per fiscal year, for members who wish to attend union education. The District will allow one member off on union education leave at the same time; additional members may be allowed off in the best interest of the District. The request to use union education leave will be made by the Union President or his designee and shall be with at least fifteen (15) business days advanced notice. Deviations are allowed at the discretion of the District.

## APPENDIX A

# *Annual Voluntary Physical Ability Test*

### **INTRODUCTION:**

As firefighters, our bodies are accustomed to high workloads under stressful conditions, but we still have limitations. We must provide our members with an understanding of what these limitations are in a safe and controlled training environment to ensure their safety. Pushing ourselves beyond our personal limitations to overcome physical shortcomings presented by minimally staffed fire grounds ensures our injury rate will remain unchanged. This ability course has been designed to proactively identify our member's limitations and capabilities in the use of self-contained breathing apparatus while performing eight tasks that simulate routinely encountered movements on the fireground.

### **REHAB STATION:**

As with any strenuous training session, a rehab station should be setup to ensure proper rehabilitation of the participants prior to and after each evolution. Recommended rehab supplies should include as a minimum: Water cooler w/ ice, some type of electrolyte replacement solution, proper cover from direct sunlight (pop-up tent) chairs or benches for participants.

### **PASS/NO PASS CRITERIA**

For participants to obtain a "Pass" they shall complete their first two (2) laps of each rotation within eight (8) minutes and shall complete a total of 5 laps during each rotation (each bottle).

For participants between the ages of 30-40 to obtain a "Pass" they shall complete their first two (2) laps of each rotation within nine (9) minutes and shall complete a total of 5 laps during each rotation (each bottle).

For participants above the age of 40 to obtain a "Pass" they shall complete their first two (2) laps of each rotation within nine and a half (9.5) minutes and shall complete a total of 4 laps during each rotation (each bottle).

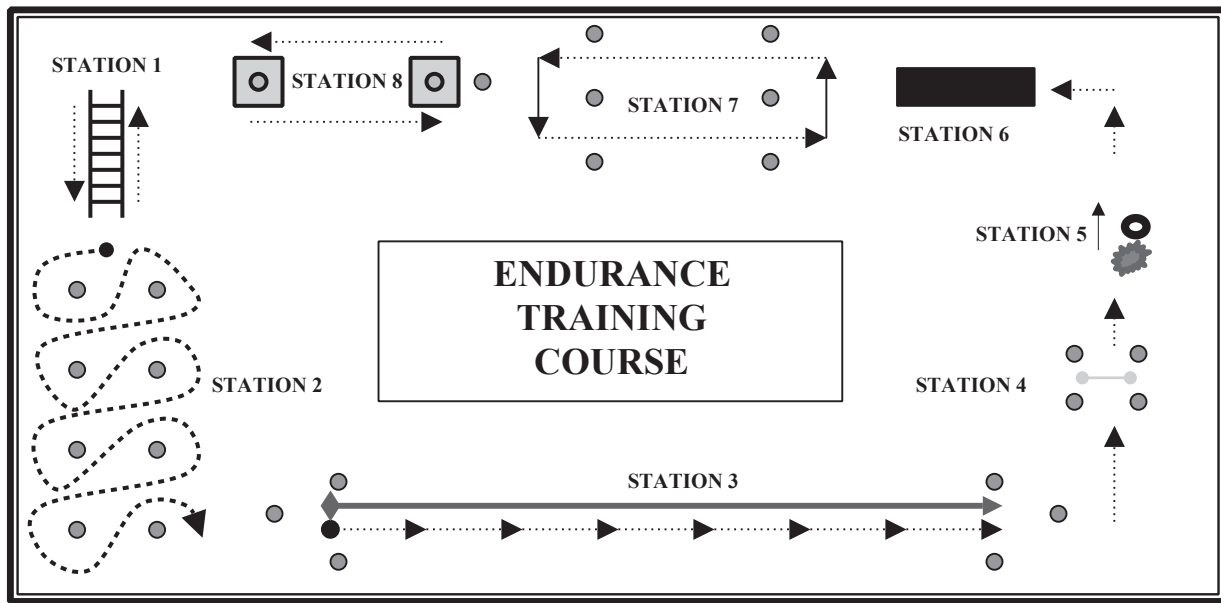
Participants must use all the air in both bottles to pass (must go until sucking mask on each rotation), members who reach total exhaustion prior to running out of air do not pass the physical ability test. One (1) completed lap is considered completing all eight (8) stations.

### **ABILITY COURSE OVERVIEW:**

1. Each member is provided one S.C.B.A. w/ 2 cylinders filled to capacity (5,500 psi.).
2. S.C.B.A. pressure and the participants baseline vitals shall be recorded on the participants score sheet prior to the evolution starting (Including: blood-pressure, pulse, respirations, SpO2 %).
3. Each participant is then instructed to begin the course at a comfortable fireground pace – NO RUNNING is permitted.

4. Participants are instructed to complete as many tasks/stations as possible without stopping. Partially completed stations will not be counted.
5. Participants continue this process until their low-pressure alarm activates at which point their low-pressure activation time is documented on their participant score sheet by a proctor.
6. Members will continue through the course until they reach total exhaustion and/or run out of air at which point their total operating time is documented on their participant score sheet. Members who reach total exhaustion prior to running out of air do not pass the ability test.
7. Members will remove their SCBA, mask hood and jacket and then are provided a 1-minute rest period followed by a second set of vitals which are documented on the participants score sheet.
8. Members are provided with a 15-minute break to allow for rehabilitation and fluid replacement.
9. After the 15-minute break participants then repeat the process using their second cylinder beginning with step 1 above. When the participant has completed their second rotation re-check vitals 15 minutes after the 1-minute vital check of bottle 2.

**COURSE LAYOUT:**



**THE COURSE INCLUDES (8) EIGHT STATIONS:**

**Station 1 – Ladder Climb**

**Equipment Required:** 14 'Straight ladder

**Simulation:** This station is designed to simulate the task of climbing and descending a ladder to perform a task on a roof or upper levels during a firefighting operation.

**Evaluation:** Firefighters should be evaluated on their ability to climb and descend the ladder in a controlled manner throughout the evolution. Specific attention should be placed on the member's balance and coordination as he/she completes the task.

**Safety Alert:** *As members become more and more fatigued, strict supervision should be provided to ensure the safety of the member as he/she climbs and descends the ladder.*

**Recommended Procedure:** Members are instructed to climb a 14 'straight ladder until they are able to touch the top rung, descend, and proceed to Station 2. Walking distance between Station 1 and Station 2 is 40 feet.



**Station 2 – Traffic Cone Fatigue Test**

**Equipment Required:** Eight (8) 24" traffic cones (spread out in two rows of 4, 8 'apart), two (2) softballs, and two (2) baseballs placed on top of the cones.

**Simulation:** This station is designed as an evaluation station of early fatigue and coordination compromise. This station can be related to the participant's ability to carry out various tasks on the fireground that require hand and eye coordination (forcible entry in which the firefighter would be required to swing a flat head axe and make contact with a Halligan bar, gripping pull cords on power equipment etc.).



**Evaluation:** Participants should be evaluated on their ability to properly place the balls atop the traffic cone in a controlled and coordinated manner. As the participant becomes more fatigued, coordination levels will be reduced and the task will become more and more challenging.

**Recommended Procedure:** Members are required to pick up a softball/baseball and carry it over to the next cone (walking in a figure 8 or "S" formation). This process continues until all the balls are moved to the opposite side. Members are then instructed to proceed to Station 3. Walking distance between Station 2 and Station 3 is 75 feet.



### Station 3 – 1 ¾” Hose Drag

**Equipment required:** 100 ' of 1 ¾” hose, one (1) 1 ½” nozzle and six (3 to 6) traffic cones.

**Simulation:** This station replicates the advancement of a charged hose line and the operation of the nozzle upon reaching the specified target (i.e. fire).

**Evaluation:** Participants should be evaluated on their ability to properly advance and control the hose line throughout the evolution while maintaining control of the nozzle as he/she attempts to hit the specified target.



**Recommended Procedure:** Members are instructed to pull a 100 'section of 1 ¾” hose 50 feet, open the nozzle and knock over a traffic cone placed approximately 10 'beyond the line. Members are then instructed to proceed to Station 4. Walking distance between Station 3 and Station 4 is 25 feet.

### Station 4 – Ceiling Pull Simulation

**Equipment Required:** (1) Trash Hook.

**Simulation:** This station is designed to replicate the actions necessary to perform overhaul (i.e. ceiling pull) or check for spot fires in the overhead.

**Evaluation:** Participants should be evaluated on their ability to properly control the trash hook while ensuring the participant fully extends and lowers his/her arms a total of twenty (20) times.



**Recommended Procedure:** Members are instructed to raise and lower a trash hook simulating the action of pulling a ceiling –twenty (20) times. Members are then instructed to proceed to Station 5. Walking distance between Station 4 and Station 5 is 25 feet.

## Station 5 Force Entry Simulator

**Equipment Required:** 1 Tractor tire or equivalent with an 8lb sledgehammer.

**Simulation:** This station simulates the actions required during forcible entry activities.

**Evaluation:** Participants should be evaluated on their ability to properly swing/control the sledgehammer in a striking motion. The head of the sledgehammer shall come above the participants head in order to count as a strike. Strict emphasis should be placed on balance, technique, and coordination throughout the evolution.

**Recommended Procedure:** Members are instructed to strike the semi tire fifteen (15) times with the head of the sledgehammer coming above the participant's head. Members are then instructed to proceed to Station 6. Walking distance between Station 5 and Station 6 is 25 feet.



## Station 6 – Low Profile Tripod Crawl

**Equipment:** 2 cones 20' apart

**Simulation:** This station simulates a firefighter performing a search while maintaining a low profile.

**Evaluation:** While no specific search actions are required, participants should be evaluated on their ability to assume a low-profile position while tripod crawling 20'.

**Recommended Procedure:** Members are required to tripod crawl 20' and proceed to Station 7. Walking distance between Station 6 and Station 7 is 50 feet.



## Station 7 Rescue Drag

**Equipment:** 1 – Tractor tire (this is the smaller 125lb tractor tire. The larger tire is used on Station 5), 2 traffic cones, 1 drag strap.

**Simulation:** This station simulates a firefighter dragging a victim from a structure during a rescue operation.

**Evaluation:** Participants should be evaluated on the use of proper lifting techniques (emphasizing the use of their legs rather than their back for lifting) and his/her ability to successfully drag the victim to the specified location.



**Safety Alert:** *Due to the high risk of back injuries during this evolution, instructors should closely monitor lifting techniques (continuously stress proper lifting techniques) and participant fatigue to avoid overexertion.*

**Recommended Procedure:** Members are instructed to drag a tractor tire (125lbs) 25 ' around an obstacle and back to the start on the other side of the cone. Members are then instructed to proceed to Station 8. Walking distance between Station 7 and Station 8 is 75 feet.

## Station 8 – Hose Carry

**Equipment Required:** 2 small tables (approximately 3 'X 3'), 2 traffic cones, 1 tape/bound 50 'section of 3" hose.

**Simulation:** This station simulates a firefighter picking up and moving various equipment, supplies on the fireground.

**Evaluation:** Participants should be watched for the use of proper lifting techniques (emphasizing the use of their legs rather than their back for lifting) and his/her ability to successfully pick up and carry the provided sections of hose to the specified location.



**Recommended Procedure:** Members are instructed to pick up and carry one (1) 50 'section of 3" hose rolled and strapped a distance of 40 ' and place it on a table and then pick it back up and carry it 40 ' back to the original table. Walking distance between Station 8 and Station 1 is 50 feet.

Participant Score Sheet						
NAME:		SHIFT:		AGE:		DATE:
VITAL SIGNS		ROTATION 1			ROTATION 2	
PULSE						
SpO2		%	%	%	%	%
BLOOD PRESSURE		/	/	/	/	/
RESPIRATIONS						
CYLINDER PRESSURE		LOW PRESSURE ACTIVATION			TOTAL OPERATING TIME	
ROTATION 1	PSI	ROTATION 1	Min.	ROTATION 1	Min.	
ROTATION 2	PSI	ROTATION 2	Min.	ROTATION 2	Min.	
STATIONS COMPLETED		ESCAPE TIME			CONSUMPTION RATE	
ROTATION 1		ROTATION 1	Min.	ROTATION 1	PSI/Min	
ROTATION 2		ROTATION 2	Min.	ROTATION 2	PSI/Min	
FINAL AVERAGE						
OPERATING TIME	Min.	AIR CONSUMPTION RATE	PSI/Min.	LAPS COMPLETED		

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**How to calculate times(must convert seconds into decimal and then back to seconds.)**

Escape time: Totals operating time - low pressure "vibra alert" time. For example, if total operating time was 23:20 you would take  $20/60=0.33$  so time would be 23.33. If low pressure activation time was 17:02 you would take  $2/60=0.033$  so time would be 17.033 So take  $23.33-17.033=6.3$ . Now you must convert 6.3 back into minutes. In order to do so you must take 0.3 and multiply by 60.  $0.3 \times 60=18$  seconds. So escape time is 6:18 seconds.

Consumption Rate: Using the above example you would take the bottle PSI. which should be a 5,500 PSI. and divide by the Operating Time. So  $5,500 \text{ PSI.} / 23.33 = 235.75 \text{ PSI/Min.}$



**THIS AGREEMENT IS HEREBY JOINTLY EXECUTED** and shall be administered accordingly from its date of execution to and including June 30, 2026. In witness whereof, the parties hereunto set their hands.

**JACKSON COUNTY FIRE DISTRICT NO. 4**

By: \_\_\_\_\_ Date: \_\_\_\_\_ 2023  
Travis Crume, Fire Chief  
Jackson County Fire District 4

**ROGUE VALLEY PROFESSIONAL FIREFIGHTERS L1817**

By: \_\_\_\_\_ Date: \_\_\_\_\_ 2023  
Brian Anders, President  
Rogue Valley Professional Firefighters L1817

