



Labor Agreement 2024-2027

Rogue Valley Professional Firefighters
and
Jackson County Fire District 3

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Table of Contents

2024/2027 Fiscal Year Collective Bargaining Agreement

| | |
|--|-----------|
| Article 1 - Term of Agreement | 8 |
| 1.1 Term of Agreement | 8 |
| 1.2 New Contract Negotiations | 8 |
| Article 2 - District and RVPFF Rights | 9 |
| 2.1 Recognition | 9 |
| 2.2 Management Rights | 9 |
| 2.3 Status of Agreement | 9 |
| 2.4 Union Membership | 9 |
| 2.5 Policy Changes | 9 |
| 2.6 Leave for Labor Relations | 9 |
| 2.7 Facilities Permisson | 10 |
| 2.8 Savings Clause | 10 |
| Article 3 - Compensation | 11 |
| 3.1 Salary Schedule | 11 |
| Article 4 - Salary Step | 12 |
| 4.1 Regular Full Time Member Step Increases | 12 |
| 4.2 Exceptional Performance | 12 |
| 4.3 Pay Period Definition | 12 |
| 4.4 In-Grade Merit Pay Increases | 12 |
| 4.5 Unsatisfactory Performance | 12 |
| 4.6 Beginning Salary Steps | 12 |
| 4.7 Reclassification at Lower Pay Range | 12 |
| 4.8 Reclassification at Same Pay Range | 13 |
| 4.9 Reclassification at Higher Pay Range | 13 |
| 4.10 Demotion | 13 |
| 4.11 Different Salary Schedule | 13 |
| 4.12 Multiple Personnel Actions | 13 |
| 4.13 Special Assignment | 13 |
| Article 5 - Hours of Work | 14 |
| 5.1 Hours of Work | 14 |
| 5.2 Work Schedule | 14 |
| 5.3 Temporary Change of Work Schedule | 14 |
| 5.4 Maximum Consecutive Hours Worked | 14 |
| Article 6 - Payday | 15 |
| 6.1 Payday | 15 |
| Article 7 - Extra Pay | 16 |
| 7.1 Overtime | 16 |
| 7.2 Time Calculation | 16 |
| 7.3 Attendance at Case Review, Training, and Education | 16 |
| 7.4 Education Incentive | 16 |
| 7.5 EMS Incentive | 17 |

| | |
|---|-----------|
| Article 7 - Extra Pay <i>continued</i> | 17 |
| 7.6 EMS Recertification | 17 |
| 7.7 EMS Certification Change | 17 |
| 7.8 Temporary Out of Class Assignment | 17 |
| 7.9 On-Call Duty Officer | 18 |
| 7.10 Operational Support Assignment Incentive | 18 |
| Article 8 - Holidays | 19 |
| 8.1 Official Holidays | 19 |
| 8.2 56-Hour Members | 19 |
| 8.3 Holiday Time Choice Process | 19 |
| 8.4 Request for Holiday Time-Off | 19 |
| 8.5 Holiday Time | 19 |
| Article 9 - Vacation | 20 |
| 9.1 Joint Policy | 20 |
| 9.2 Vacation Accrual - 56 Hour | 20 |
| 9.3 Minimum Vacation Leave - 56 Hour | 20 |
| 9.4 Maximum Accrual | 21 |
| 9.5 Vacation Forfeiture | 21 |
| 9.6 Death or Termination | 21 |
| 9.7 Vacation Usage | 21 |
| 9.8 Vacation Scheduling - 56 Hour | 21 |
| 9.9 Initial Vacation Sign-Up | 21 |
| 9.10 Secondary Vacation Sign-Up | 21 |
| 9.11 Maximum Personnel Off Per Shift | 22 |
| 9.12 Flex Leave | 22 |
| 9.13 Beginning Vacation Steps | 22 |
| 9.14 Sell Back of Vacation Leave | 22 |
| Article 10 - Sick Leave | 24 |
| 10.1 Accrual Rates - 56 Hour | 24 |
| 10.2 Usage | 24 |
| 10.3 Hours | 24 |
| 10.4 Accruals | 24 |
| 10.5 Usage Guidelines | 24 |
| 10.6 Notification | 25 |
| 10.7 Physician Release | 25 |
| 10.8 Leave Calculation | 25 |
| 10.9 Temporary Light Duty Assignment | 25 |
| 10.10 Conversion of Sick Leave to Deferred Compensation | 26 |
| Article 11 - Uniforms | 27 |
| 11.1 Uniforms Provided | 27 |
| Article 12 - Insurance | 28 |
| 12.1 General | 28 |
| 12.2 Workers Comensation / AD&D | 28 |
| 12.3 Health and Life Insurance | 28 |
| 12.4 Health Insurance Provider | 28 |

| | |
|--|-----------|
| Article 12 - Insurance <i>continued</i> | 28 |
| 12.5 Premium Share | 28 |
| 12.6 HRA- VEBA | 29 |
| 12.7 Labor/Management Insurance Committee | 29 |
| 12.8 Death in the Line of Duty | 29 |
| Article 13 - Retirement | 30 |
| 13.1 PERS Contribution | 30 |
| 13.2 Sick Leave | 30 |
| 13.3 Deferred Compensation | 30 |
| Article 14 - Bereavement Leave | 31 |
| 14.1 Death of a Family Member | 31 |
| 14.2 Definition of Family Member | 31 |
| 14.3 Deviations | 31 |
| Article 15 - Workers Compensation Leave | 32 |
| 15.1 Definition | 32 |
| 15.2 Insurance Coverage | 32 |
| 15.3 Leave Time | 32 |
| 15.4 Credit Back of Sick Leave | 32 |
| 15.5 Maximum Compensation | 32 |
| 15.6 Medical Opinions | 32 |
| 15.7 Temporary Light Duty Assignment | 32 |
| Article 16 - Military Leave | 33 |
| 16.1 General | 33 |
| 16.2 Benefits Greater Than Federal or Oregon Law | 33 |
| Article 17 - Legal Appearances / Jury Duty | 34 |
| 17.1 Court/Legal Appearances Off-Duty | 34 |
| 17.2 Court/Legal Appearances On-Duty | 34 |
| 17.3 Court/Legal Appearances Not Related to Work | 34 |
| 17.4 Members Summoned to Jury Duty | 34 |
| 17.5 Notification of Required Appearance/Jury Duty | 34 |
| Article 18 - Training | 35 |
| 18.1 EMT Training | 35 |
| 18.2 Education Leave | 35 |
| 18.3 Union Education Leave | 35 |
| Article 19 - Payroll Deductions | 36 |
| 19.1 Authorized Deductions | 36 |
| 19.2 Payroll Deductions | 36 |
| 19.3 Maintenance of Efforts | 36 |
| 19.4 Indemnification | 36 |
| Article 20 - Outside Employment | 37 |
| 20.1 Notification | 37 |
| 20.2 Discontinuance | 37 |

| | |
|--|-----------|
| Article 21 - Grievance Procedure | 38 |
| 21.1 Definition | 38 |
| 21.2 Procedure | 38 |
| 21.3 Change to District Policies | 39 |
| 21.4 Probation | 39 |
| 21.5 Written or Verbal Reprimands | 39 |
| 21.6 Overview of Greivance Procedure | 39 |
| Articel 22 - Exchange of Time | 40 |
| 22.1 Procedure | 40 |
| 22.2 Education | 40 |
| 22.3 Repayment | 40 |
| 22.4 Voluntary Early Relief/Late Relief | 40 |
| 22.5 Two-Party Only | 40 |
| 22.6 Cash Payments | 41 |
| 22.7 Member Responsibility | 41 |
| 22.8 Probationary Period | 41 |
| 22.9 No Payback Exchanges for Union Business | 41 |
| Article 23 - Longevity | 42 |
| 23.1 Schedule | 42 |
| 23.2 Payment Date | 42 |
| Article 24 - Call Back Procedures | 43 |
| 24.1 Scope | 43 |
| 24.2 Authority and Responsibility | 43 |
| 24.3 Minimum Callback | 43 |
| 24.4 Staffing Standard and Levels | 43 |
| 24.5 Filling Vacancies | 43 |
| 24.6 Restrictions | 43 |
| 24.7 Additional Provisions | 43 |
| Article 25 - Official Documentation | 44 |
| 25.1 Documentation | 44 |
| 25.2 Disputes | 44 |
| Article 26 - Entrance and Promotion | 45 |
| 26.1 Representative | 45 |
| 26.2 Time Off for Promotional Exams | 45 |
| Article 27 - Layoff and Recall | 46 |
| 27.1 General | 46 |
| 27.2 Seniority Definement | 46 |
| 27.3 Layoff Order | 46 |
| 27.4 Layoff Notice | 46 |
| 27.5 Recall Procedures | 46 |
| Article 28 - Drug Testing/Substance Abuse | 47 |
| 28.1 Purpose | 47 |
| 28.2 Scope | 47 |
| 28.3 Authority and Responsibility | 47 |

| | |
|---|-----------|
| Article 28 - Drug Testing/Substance Abuse <i>continued</i> | 47 |
| 28.4 Definitions | 47 |
| 28.5 Standards | 48 |
| 28.6 Member Rights | 49 |
| 28.7 Testing | 49 |
| 28.8 Consequences of Unacceptable Results | 50 |
| 28.9 Duty Assignment after Treatment | 50 |
| 28.10 Interference with Protocols | 50 |
| 28.11 Conflict with Other Laws | 50 |
| Article 29 - Paid Leave Donation | 51 |
| 29.1 Purpose | 51 |
| 29.2 Eligibility | 51 |
| 29.3 Procedure | 51 |
| 29.4 Eligible Hours | 51 |
| 29.5 Conversion Factor | 52 |
| 29.6 Separation of Employment | 52 |
| 29.7 Deviations | 52 |
| Article 30 - Medical Physicals | 53 |
| 30.1 Medical Physicals | 53 |
| 30.2 Vaccinations | 53 |
| Article 31 - 40-Hour Member Provisions | 54 |
| 31.1 Hours of Work - 40 Hour | 54 |
| 31.2 Holiday Compensation | 54 |
| 31.3 Vacation | 54 |
| 31.4 Vacation Accrual | 55 |
| 31.5 Sell Back of Vacation Leave | 55 |
| 31.6 Sick Leave Accrual Rates | 55 |
| 31.7 Notification | 56 |
| 31.8 Physician Release | 56 |
| 31.9 Usage Guidelines | 56 |
| 31.10 Death of a Family Member | 57 |
| 31.11 On Call Duty Investigator | 57 |
| 31.12 On Call Duty Officer Schedule | 57 |
| Article 32 - Company/Shift Bidding | 58 |
| 32.1 Authority and Responsibility | 58 |
| 32.2 Two Year Cycle | 58 |
| 32.3 Bid Process | 58 |
| 32.4 Paramedic Minimum Bid | 58 |
| 32.5 25% Specialty Rule | 58 |
| 32.6 Re-Bid Restriction | 59 |
| 32.7 Promotion Transfers | 59 |
| 32.8 Probationary Firefighter | 59 |
| 32.9 Members Displaced by a Probationary Firefighter Mid-Cycle | 59 |
| 32.10 Seniority List | 59 |
| 32.11 Company/Shift Bid Adjustment | 59 |

| | |
|--|-----------|
| Article 33 - Community Care Provider | 60 |
| 33.1 Hours of Work - 40 Hour | 60 |
| 33.2 Compensation | 60 |
| 33.3 Insurance and Retirement | 60 |
| 33.4 Overtime | 60 |
| 33.5 EMS Incentive | 60 |
| 33.6 Education Incentive | 61 |
| 33.7 Attendance at Case Review, Training and Education | 61 |
| 33.8 Holiday Compensation | 61 |
| 33.9 Vacation | 61 |
| 33.10 Sell Back of Vacation Leave | 62 |
| 33.11 Exchange of Time | 62 |
| 33.12 Sick Leave | 62 |
| 33.13 Usage Guidelines | 62 |
| 33.14 Notification | 63 |
| 33.15 Physician Release | 63 |
| 33.16 Death of a Family Member | 63 |
| 33.17 EMS Recertification | 63 |
| 33.18 Entrance and Promotions | 63 |
| 33.19 Probation | 64 |
| Article 34 - Personal Leave for Tier 1/Tier 2 Members | 65 |
| 34.1 Accrual Rates | 65 |
| 34.2 Personal Leave Forfeiture | 65 |
| 34.3 Hours | 65 |
| 34.4 Accruals | 65 |
| 34.5 Usage Guidelines | 65 |
| 34.6 Notification | 65 |
| 34.7 Termination | 66 |
| Article 35 - On the Job Safety | 67 |
| 35.1 Safety | 67 |
| 35.2 Equipment | 67 |
| Signature Page | 68 |
| MOA - 2024-27 Collective Bargaining Agreement Corrections | 69 |

AGREEMENT

THIS AGREEMENT made and entered into this 20th day of June, 2024 by and between FIRE DISTRICT 3 hereinafter referred to as "DISTRICT", and ROGUE VALLEY PROFESSIONAL FIREFIGHTERS LOCAL 1817, hereinafter referred to as "RVPFF".

ARTICLE 1

TERM OF AGREEMENT

1.1 TERM OF AGREEMENT

The term of this Agreement shall be from July 1, 2024 to and including June 30, 2027. This Agreement shall remain in effect after the termination date as long as the parties are in the negotiating process.

1.2 NEW CONTRACT NEGOTIATIONS

Negotiations for a contract for the period commencing July 1, 2027 shall be commenced on or before February 1, 2027.

ARTICLE 2

DISTRICT AND RVPFF RIGHTS

2.1 RECOGNITION

The District recognizes the RVPFF as the sole and exclusive bargaining agent for the purposes of bargaining rates of pay, hours of work, and other conditions of employment for all members in the Bargaining Unit. The Bargaining Unit shall consist of Battalion Chiefs, Captains, Engineers, Firefighters, Deputy Fire Marshal I, II, III, Training Lieutenant, and Community Care Providers employed more than half-time by the District.

2.2 MANAGEMENT RIGHTS

Except as expressly limited by other provisions of this Agreement and statutory provisions, all of the authority, rights, and responsibilities possessed by the District and retained by it, including, but not limited to, the right to determine the mission, purposes, objectives, and policies of the District; to determine the facilities, methods, means, and number of personnel required for conduct of District programs and department; to develop and administer examinations, to recruit, hire, evaluate, train, promote, assign, and transfer members; to direct, deploy, and utilize the work force; to establish specifications for each class or position and to classify or reclassify and to allocate or reallocate new and existing positions; and to discipline or discharge members for just cause in accordance with the provisions of this Agreement.

It is agreed that the enumeration of management prerogatives above shall not be deemed to exclude other management prerogatives not specifically enumerated above and that all rights and responsibilities of the Board of Directors and the District not specifically modified by this Agreement shall remain the function of the Board.

2.3 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.

2.4 UNION MEMBERSHIP

All members within the Bargaining Unit shall have the right to join and participate or not join and participate in a labor organization. No member 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.

2.5 POLICY CHANGES

The District shall notify the RVPFF prior to making changes in matters of employment relations and, upon request by the RVPFF, shall enter into bargaining on the proposed changes prior to implementation. The District shall also give advance notice of proposed changes in District policies and the RVPFF shall be provided an opportunity to comment to the Board on such changes prior to their implementation. If the RVPFF has objections or recommendations on such proposals, RVPFF representatives shall discuss them with the Fire Chief or the Fire Chief's representative prior to making any recommendations to the Board.

2.6 LEAVE FOR LABOR RELATIONS

Collective bargaining shall be scheduled at mutually convenient times and locations. Members of the RVPFF bargaining team shall be permitted to attend bargaining meetings without loss of pay. If requested by the Fire Chief, or his/her designee, to meet for a labor relations purpose, representatives of the RVPFF (not to exceed three) shall be released from duty without loss of pay if said meeting is scheduled when on duty. The RVPFF

will attempt to schedule bargaining meetings at times when the fewest members of the bargaining team are scheduled to work.

2.7 FACILITIES PERMISSION

- a. 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.
- b. 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.

2.8 SAVINGS CLAUSE

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, unlawful, unconstitutional, or otherwise unenforceable by a court of competent jurisdiction, declared invalid by any order of the Employment Relations Board that has survived appeals, if any, or made illegal through enactment of a federal or state law or through government regulations having to full force and effect of law, such action shall apply only to the specific section or portion thereof, directly specified in the action and shall not invalidate the entire Agreement. The rest of this Agreement's sections, subsections, sentences, clauses, and phrases shall remain valid and in effect.

The invalidated provision(s) shall be subject to renegotiation by the District and RVPFF conditioned upon either party notifying the other in writing, within thirty (30) days of the date the party became aware of the invalidating action, of its desire to enter into such negotiations.

ARTICLE 3

COMPENSATION

3.1 SALARY SCHEDULE

Effective July 1, 2024 the member's six percent (6%) contribution to PERS will be paid by the District.

The salary schedule for each position in the Bargaining Unit for the period of July 1, 2024 through June 30, 2025 is as follows:

| Base Wages, Monthly | A | B | C | D | E |
|-------------------------------------|----------|----------|----------|----------|----------|
| 56-Hour Positions | | | | | |
| Battalion Chief | 8,400 | 8,820 | 9,261 | 9,724 | 10,210 |
| Captain | 7,783 | 8,172 | 8,580 | 9,009 | 9,460 |
| Engineer | 6,764 | 7,102 | 7,457 | 7,830 | 8,222 |
| Firefighter | 6,123 | 6,430 | 6,751 | 7,089 | 7,443 |
| 40-Hour Positions | | | | | |
| Risk Reduction Captain | 7,783 | 8,172 | 8,580 | 9,009 | 9,460 |
| Training Lieutenant | 7,274 | 7,637 | 8,019 | 8,420 | 8,841 |
| Deputy Fire Marshal I | 6,123 | 6,430 | 6,751 | 7,089 | 7,443 |
| Deputy Fire Marshal II | 6,764 | 7,102 | 7,457 | 7,830 | 8,222 |
| Deputy Fire Marshal III | 7,783 | 8,172 | 8,580 | 9,009 | 9,460 |
| Community Care Coordinator | 6,101 | 6,406 | 6,726 | 7,063 | 7,416 |
| Community Care Provider - Paramedic | 4,881 | 5,125 | 5,381 | 5,651 | 5,933 |
| Community Care Provider - EMT | 3,827 | 4,019 | 4,220 | 4,431 | 4,652 |

Effective July 1, 2025 members will receive a five percent (5%) cost of living adjustment.

Effective July 1, 2026 members will receive a five percent (5%) cost of living adjustment.

ARTICLE 4

SALARY STEP

4.1 REGULAR FULL TIME MEMBER STEP INCREASES

Regular, full-time members of the District shall be eligible for consideration for time-in-grade merit pay increases following satisfactory performance evaluations by supervisors as follows:

- a. To the "B" step of the salary schedule after completion of 12 months of consecutive service in the "A" step.
- b. To the "C" step of the salary schedule after completion of 12 months of consecutive service in the "B" step.
- c. To the "D" step of the salary schedule after completion of 12 months of consecutive service in the "C" step.
- d. To the "E" step of the salary schedule after completion of 12 months of consecutive service in the "D" step.

4.2 EXCEPTIONAL PERFORMANCE

In such cases as may occur wherein a member shall demonstrate exceptional ability and proficiency in the performance of assigned duties, said member may be given a special merit advancement to the next higher step without regard to the minimum length of service provisions contained in this Article, upon the recommendation of the Fire Chief and the approval of the Board of Directors.

4.3 PAY PERIOD DEFINITION

For the purpose of this Article, "12 months" shall be construed to mean 26 complete biweekly pay periods.

4.4 IN-GRADE MERIT PAY INCREASES

In-grade merit pay increases shall be granted upon the approval of the member's supervisor and the Fire Chief for continued meritorious and efficient service and continued improvement by the member in the effective performance of the duties of the position. An in-grade merit increase shall be effective retroactively to the date of eligibility upon approval of the increase.

4.5 UNSATISFACTORY PERFORMANCE

A member who is being paid on a salary step higher than "A" step may be reduced by one (1) or more steps on the basis of unsatisfactory work performance or conduct. Such action shall require the specific recommendation and charges of the Fire Chief.

- a. The member shall receive notice of such action and be afforded the rights set forth in Article 21 of this Agreement.
- b. The member shall be returned to the member's former salary step at such time as is deemed appropriate by the Fire Chief.

4.6 BEGINNING SALARY STEPS

Newly hired members shall be compensated at the beginning step of the salary schedule of the job class for which they were hired. The Fire Chief is authorized to hire at any step in the salary range in compliance with District Policy. The provisions of this section shall also apply to re-employed and reinstated members.

4.7 RECLASSIFICATION AT LOWER PAY RANGE

Incumbent members reclassified to a lower job class shall retain their rate of pay and their anniversary date for purposes of in-grade merit pay increases. If the "E" step of the salary schedule of the lower job class is lower than the incumbent's rate of pay, the rate of pay shall be identified as the "Y" step of the lower salary schedule. A member compensated at the "Y" step because of a downward reclassification shall remain in the "Y" step,

until such time as the member's job class is assigned to a salary schedule in which "E" step is equivalent to or higher than the "Y" step, at which time the member shall be placed in the "E" step.

4.8 RECLASSIFICATION AT SAME PAY RANGE

An incumbent member reclassified with a position to an equivalent job class shall retain the same rate of pay and the same anniversary date for purposes of in-grade merit pay increases.

4.9 RECLASSIFICATION AT HIGHER PAY RANGE

An incumbent member who is promoted to a higher job class shall be placed in the step in the higher salary range, which represents an increase of at least five percent (5%). The member shall be given a new anniversary date for purposes of in-grade merit pay increases in accordance with the provision of Section 4.1 of this Agreement.

4.10 DEMOTION

A member who is demoted shall be placed in the step of the lower salary range, which represents a decrease of at least five percent (5%). The member shall be given a new anniversary date for purposes of in-grade merit pay increases in accordance with the provisions of Section 4.1 of this Agreement.

4.11 DIFFERENT SALARY SCHEDULE

A member in a job class, which is assigned a different salary schedule as a result of a pay adjustment shall retain the same salary step status in the newly authorized salary schedule and shall retain the same anniversary date for purposes of in-grade merit pay increases.

4.12 MULTIPLE PERSONNEL ACTIONS

When more than one (1) personnel action involving changes in a member's salary step status becomes effective on the same day, all such changes shall be in the best interest of the member.

4.13 SPECIAL ASSIGNMENT

- a. Members of the Bargaining Unit who may be appointed to a special assignment shall receive an additional ten percent (10%) of base salary during the period of special assignment. Upon completion of the special assignment, members shall return to their original salary step. When relieved from the special assignment, members shall not suffer any loss of time-in-grade by virtue of having served in the capacity of a special assignment. Any additional expense authorized by the Fire Chief, incurred by the member as a result of the special assignment, shall be reimbursed to the member. Special assignment is defined as a work assignment authorized by the Fire Chief outside the normally assigned tasks and hours of work for the purpose of facilitating a program or project.
- b. Members appointed to Special Assignment are allowed to work shift overtime so long as it does not interfere with the responsibilities or overlap working times of the special assignment. 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 special assignment must be preauthorized by a supervisor and will be compensated at the 40-hour rate of pay.

ARTICLE 5

HOURS OF WORK

5.1 HOURS OF WORK

The average regular work schedule for shift members 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. The work period shall be 0800 to 0800 for 24 hours.
- c. No member shall be permitted to work in excess of 72 consecutive hours.
- d. 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.
- e. Hours of work may be changed by mutual agreement between the District and the RVPFF.

5.2 WORK SCHEDULE

The work schedule is referred to as the 48/96 work schedule.

- a. Under the provisions of FLSA Section 7 (k), the work period cycle shall be 24 days.
- b. 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 24th shall work December 23rd.

5.3 TEMPORARY CHANGE OF WORK SCHEDULE

Shift members who transfer from the 56-hour work schedule to a 40-hour work week due to a special assignment will have their wages and leave accruals converted to assure the same total dollar value for the given time. The conversion factor used for changes is 1.4 (hourly rate or accrual rate times 1.4). The monthly conversion factor is 173.3 (monthly salary divided by 173.3 equals adjusted hourly rate).

5.4 MAXIMUM CONSECUTIVE HOURS WORKED

No member shall be permitted to work in excess of 72 consecutive hours, unless committed to an incident.

- a. Upon going off duty after 72 consecutive hours, members shall remain off roster for eight (8) hours prior to returning to duty.
- b. This restriction does not apply to "off roster" overtime or other assignments. Example: compensable meetings, case reviews, etc.

ARTICLE 6

PAYDAY

6.1 PAYDAY

Regular salaries and compensation for all members of the Bargaining Unit shall be paid on a biweekly basis, with payday being every other Friday. When a payday occurs on a Friday that is a holiday, payroll is issued on the previous business day that does not constitute a holiday.

ARTICLE 7

EXTRA PAY

7.1 OVERTIME

Time worked in excess of the regular work week, workday, 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 (FLSA) 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 member's regular salary, hours worked in excess of 182, up to the 192-hour threshold will be paid at the half (0.5) time rate of the member's regular rate of pay, including all applicable wage augments.

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

All overtime will be paid on the payroll date greater than 72 hours that follows the 24-day cycle end.

7.2 TIME CALCULATION

Any extra hours worked shall be calculated to the nearest one-quarter (1/4) hour, or such lesser period required by Fair Labor Standards Act (FLSA) or Oregon Law.

- a. Except when deviations are justified by special circumstances, members shall be offered additional hours in accordance with the callback procedures agreed to by the District and the RVPFF. This procedure shall not apply to early callback and holdovers.

7.3 ATTENDANCE AT CASE REVIEW, TRAINING, AND EDUCATION

When members attend case reviews while off duty, the District shall compensate the member for the time spent in attendance and in accordance to Article 7.1. No member shall be compensated for attendance at case reviews that exceed the minimum number required for recertification. Members may be able to attend case reviews while on duty at the District's discretion.

With the exception of required case reviews, there shall be no extra compensation for time spent attending meetings of any kind which are for the purpose of education or training, unless such meetings are required by the Administration, are held while the member is off-duty, and notice is given in writing that attendance at the meeting is a condition of rank or employment.

Extra compensation paid under this section shall be at the regular rate of pay or such greater amount that may be required by the Fair Labor Standards Act (FLSA) or Oregon Law.

7.4 EDUCATION INCENTIVE

Members hired prior to July 1, 2014 who acquire an Associate Degree shall receive, in a addition to the compensation and benefits provided in this Agreement, three and one-half percent (3.5%) per month (percentages based on E step of Firefighter range).

Members hired prior to July 1, 2014 who acquire a Bachelor Degree shall receive, in addition to the compensation and benefits provided in this Agreement, five percent (5%) per month (percentages based on E step of Firefighter range).

No member shall receive educational incentives totaling more than five percent (5%). Each member is entitled to receive an education incentive for a maximum of one (1) degree. It is the responsibility of the member to notify Administration of such acquisition.

Members hired after July 1, 2014 who acquire an Associate degree shall receive, in addition to the compensation and benefits provided in this Agreement, one percent (1%) per month (percentages based on E step of Firefighter range).

Members hired after July 1, 2014 who acquire a Bachelor Degree shall receive, in addition to the compensation and benefits provided in the Agreement, two percent (2%) per month (percentages based on E step of Firefighter range).

No member shall receive educational incentives totaling more than two percent (2%). Each member is entitled to receive an education incentive for a maximum of one (1) degree. It is the responsibility of the member to notify Administration of such acquisition.

7.5 EMS INCENTIVE

All members who are licensed as AEMT, EMT Intermediate, or Paramedic shall receive the following incentive (percentages are based on E step of Firefighter range):

- a. AEMT 3.0% per month
- b. EMT Intermediate 5.0% per month
- c. Paramedic 11.0% per month

To maintain the incentive provided in this section, the member must meet the minimum State of Oregon and local requirements necessary for the respective EMT level.

40-hour members hired after June 30, 2017 whose primary duties do not include emergency medical response are not eligible for EMS incentive.

7.6 EMS RECERTIFICATION

The District shall pay the recertification fees for all EMTs who complete the continuing education standards as set by the Oregon EMS & Trauma Systems and the District. All recertification related forms, instructions, and applications requested by the District must be completed and submitted by the member by the deadlines indicated by the District.

7.7 EMS CERTIFICATION CHANGE

Members hired prior to July 1, 2005, functioning at the EMT P level, shall notify the District in writing of their intent to change certification level no less than 12 months prior to the recertification period.

7.8 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.

7.9 ON-CALL DUTY OFFICER

- a. An annual Duty Officer schedule shall be maintained in accordance with District policy. Chief Officers qualifying for Duty Officer assignment may be included in the rotation and subject to performance requirements of the Duty Officer position.
- b. Members serving in the on-call Duty Officer position shall be compensated \$5.00/hour for all hours on call outside of their on-duty work hours.
- c. The on-call Duty Officer will have use of a District vehicle, subject to compliance with District policy.

7.10 OPERATIONAL SUPPORT ASSIGNMENT INCENTIVE

A member of the Bargaining Unit that has accepted an approved operational support assignment will receive a salary increase of two percent (2%) (percentages based on E step of Firefighter range).

ARTICLE 8

HOLIDAYS

8.1 OFFICIAL HOLIDAYS

The following days shall be recognized as holidays for full-time 56-hour members in the Bargaining Unit:

| | |
|-----------------------------|----------------------------|
| July 4 th | Independence Day |
| First Monday of September | Labor Day |
| November 11 th | Veteran's Day |
| Fourth Thursday of November | Thanksgiving Day |
| December 25 th | Christmas Day |
| January 1 st | New Year's Day |
| Third Monday of January | Martin Luther King Jr. Day |
| Third Monday of February | President's Day |
| Last Monday of May | Memorial Day |

8.2 56-HOUR MEMBERS

Full-time members in the Bargaining Unit with a regular work week of 56 hours shall be entitled to 173 hours in time off in accordance with Section 8.4 or compensation for any or all such hours in accordance with Section 8.3.

8.3 HOLIDAY TIME CHOICE PROCESS

Annually, the District will initiate holiday choice signup via the District's staffing platform by October 1st. Members must declare by November 1st whether they desire time off, compensation, or a combination in observance of the holidays for the following fiscal year.

Holiday compensation shall be paid annually by the last Friday in November that does not constitute a regular payday, provided however, that in the event a member's employment terminates prior to a holiday for which the member has been paid as herein provided during the fiscal year, the Administration shall have the right to withhold that amount of said pre-paid holiday pay from said member's final paycheck.

8.4 REQUEST FOR HOLIDAY TIME-OFF

Following initial vacation sign-up, members who have elected Holiday Time-off in lieu of Holiday Compensation may request time-off for available hours. The procedure for such time off shall be the same as vacation with the exception that requests indicate "Holiday Time-Off".

In the event a member's employment terminates prior to a holiday for which the member has taken time off in lieu of that holiday, the Administration shall have the right to withhold an equivalent monetary amount for the member's final paycheck.

8.5 HOLIDAY TIME

Holiday hours to be taken as time off in lieu of compensation will be considered useable holiday time and will be shown on the payroll check stub. Holiday time, which is accrued but not taken prior to July 1st, shall be forfeited. The District may deviate from said language for unforeseen circumstances.

New members who start mid-year and elect a proration of holiday hours will not be subject to forfeiture and will be able to carry the prorated hours over into the new fiscal year. All holiday hours must be used in the following fiscal year or will be subject to forfeiture.

ARTICLE 9

VACATION

9.1 JOINT POLICY

The District and the RVPFF shall jointly maintain a policy outlining the procedures for personnel to request leave.

9.2 VACATION ACCRUAL – 56 HOUR

Regular, full-time members in the Bargaining Unit with an average regular workweek of 56 hours shall accrue annual vacation with pay in accordance with the following provisions:

- a. For the first two (2) years of continuous full-time service, such members shall accrue paid vacation at the rate of 3.69 hours for each complete biweekly pay period (96 hours or four (4) working 24-hour shifts a year).
- b. Upon completion of two (2) years of continuous full-time service, such members shall accrue paid vacation at the rate of 6.46 hours for each complete biweekly pay period (168 hours or seven (7) working 24-hour shifts a year).
- c. Upon completion of four (4) years of continuous full-time service, such members shall accrue paid vacation at the rate of 8.31 hours for each complete biweekly pay period (216 hours or nine (9) working 24-hour shifts a year).
- d. Upon completion of nine (9) years of continuous full-time service, such members shall accrue paid vacation at the rate of 10.15 hours for each complete biweekly pay period (264 hours or eleven (11) working 24-hour shifts a year).
- e. Upon completion of fifteen (15) years of continuous full-time service, such members shall accrue paid vacation at the rate of 12.00 hours for each complete biweekly pay period (312 hours or thirteen (13) working 24-hour shifts a year).
- f. Upon completion of twenty (20) years of continuous full-time service, such members shall accrue paid vacation at the rate of 13.85 hours for each biweekly pay period (360 hours of fifteen (15) working 24-hour shifts a year).

| 56 Hour Members | | | | | | |
|--------------------------|------------------|------------------|------------------|--------------------|--------------------|-------------------|
| Full Time Service | 0-2 Years | 3-4 Years | 5-9 Years | 10-15 Years | 16-20 Years | 21 + Years |
| Annual Accrual | 96 | 168 | 216 | 264 | 312 | 360 |
| Bi-weekly Accrual | 3.69 | 6.46 | 8.31 | 10.15 | 12.00 | 13.85 |
| Shifts/Year | 4 | 7 | 9 | 11 | 13 | 15 |

9.3 MINIMUM VACATION LEAVE – 56 HOUR

- a. Paid vacation hours shall continue to accrue in accordance with the above provision during any period of leave with pay.
- b. All vacations shall be scheduled and taken in accordance with the best interests of the District.
- c. The maximum amount of vacation that may be taken at any given time shall be that amount that will accrue to the member at the conclusion of the scheduled period of leave.
- d. The minimum amount of vacation that may be taken at any given time shall be nine (9) hours, job-related education purposes excepted.
- e. The following criteria define how vacation leave must be taken during secondary vacation picks:
 1. Nine (9) hour minimum.
 2. Vacation leave shall only be allowed to begin at 0800, 1700, or later than 1700.

3. Vacation leave beginning at 0800 must include all hours until at least 1700.
4. Vacation leave beginning at 1700 or later must include all hours until 0800 the following day.

9.4 MAXIMUM ACCRUAL

Members may accumulate up to three (3) years of accrued vacation time. Accruals will be posted on member's payroll check stub. Members hired after June 30, 2017 may accumulate up to two (2) years of accrued vacation time.

9.5 VACATION FORFEITURE

Each member shall have one (1) hour deducted from accrued vacation time for each hour of vacation taken. Vacation time which exceeds that allowed in Section 9.4 and which is not taken, due to failure on the member's part to schedule vacation, shall be forfeited.

9.6 DEATH OR TERMINATION

In the event of the death or termination of a member, for reasons other than failure to meet employment standards of the District during the initial 12 months of employment, accrued vacation time will be paid to the member or the member's surviving spouse. In the event of death, retirement, or termination of employment the member shall be entitled to payment for accrued vacation leave at the rate as of the date of eligibility. In the event of death, earned but unused vacation leave shall be paid in the same manner as salary due the deceased member is paid.

9.7 VACATION USAGE

The only vacation hours that shall be charged against any member's accrued vacation shall be those hours that the member is regularly scheduled to work. Members are restricted from taking vacation time within the first year of employment; however, with approval of the Fire Captain and Battalion Chief, members may take accrued vacation time after the first six (6) months of employment.

9.8 VACATION SCHEDULING – 56 HOUR

The District shall initiate initial vacation sign-ups via the District's staffing platform (for 56-hour per week members) to the Bargaining Unit by September 1st. The Bargaining Unit will facilitate completion no later than September 30th.

The preparation and administration of the initial vacation list shall be in accordance with the following provisions.

9.9 INITIAL VACATION SIGN-UP

- a. Each member shall be given the opportunity to elect for their next year's vacation accrual. Any vacation that is scheduled shall be consecutive and continuous work periods. Each member must indicate dates or "pass" on the initial vacation schedule.
- b. Members shall elect according to total seniority with the Department (volunteer firefighter time excluded), the member with the most seniority being permitted to elect first.
- c. If any member chooses not to elect and passes, the member forfeits all seniority rights for the initial vacation sign-up.
- d. If a member chooses to elect for only a portion of accrued vacation hours, the remainder of the member's vacation hours shall be scheduled in accordance with Section 9.10.

9.10 SECONDARY VACATION SIGN-UP

- a. The District shall post the initial vacation list on or before October 5th.

- b. All subsequent requests for the next year received prior to 0600 on the first shift following October 5th will be processed in order of seniority.
- c. Requests for additional vacation periods shall be submitted (up until 1900 the day prior of the requested date) in accordance with District procedure and will be processed by 1900 the day prior of the requested date. Multiple requests for the same period will be processed in order of seniority. If the request for vacation is made during the four (4) days off, the member shall call or text the Battalion Chief notifying that a request has been submitted.
- d. Cancellation of, or modification to, existing vacation leave shall be submitted (at any time) in accordance with District procedure and will be processed by 1800 hours while the member's battalion is on duty. Additionally, the requesting member shall notify all other shift members that the cancellation or modification to leave has been submitted. This electronic notification shall be sent through the District's staffing program. The affected shift will be messaged when the alteration is submitted. The message shall include the date(s) and hours impacted and the name of the person making the modification or cancellation.
- e. The Battalion Chief may authorize emergent vacation leave that does not meet the minimum request time period and may fall outside of the requirements of Section 9.11 for situations that are unforeseen and out of the control of the member. The Battalion Chief shall inquire about the nature of the situation.
- f. Vacation requests may not exceed the member's accrued leave by completion of requested vacation.

9.11 MAXIMUM PERSONNEL OFF PER SHIFT

Up to three (3) members may be on vacation or time off in lieu of holidays as long as a minimum of two (2) EMT-Paramedics are maintained on-duty for staffing purposes.

9.12 FLEX LEAVE

- a. Article 9.3 (Minimum Vacation Leave) requirements remain in effect when utilizing Flex Leave.
- b. Flex Leave is defined as the ability to schedule vacation leave outside of the requirements of Article 9.10.
- c. Flex Leave may only be utilized for member's own battalion.
- d. Flex Leave usage requires the member to verbally contact the on-duty Battalion Chief a minimum of one (1) hour prior to the desired leave.
- e. Flex Leave may only be requested:
 1. For the member's next duty day while the member's shift is off duty, or
 2. For the member's current duty day, including while on duty.
- f. Flex Leave will be processed immediately and on a first come first served basis.
- g. Regular, full-time members in the Bargaining Unit with an average regular workweek of 56 hours shall be given two (2) flex leave opportunities per calendar year. There shall be no carryover if unused. The usage of Flex Leave shall be monitored by the District.

9.13 BEGINNING VACATION STEPS

Newly hired members shall accrue vacation at the beginning step of the vacation schedule of the job class for which they were hired. The Fire Chief is authorized to hire at any step in the vacation range in compliance with District policy. The provisions of this section shall also apply to re-employed and reinstated members.

9.14 SELL BACK OF VACATION LEAVE

Members may elect to convert accrued vacation leave under the following parameters:

Members between five (5) and nine (9) years of service can sell back up to a maximum of 48 hours.

Members between ten (10) and fifteen (15) years of service can sell back up to a maximum of 96 hours.

Members with sixteen (16) years of service or greater can sell back up to a maximum of 120 hours.

In all eligibility scenarios above, the minimum sell back must be at least twenty (20) hours.

In order to be eligible for the sell back, members must have at least 50% of their maximum accrual on the books at the time of the request to sell back. For example, if a member earns 312 annual hours and is allowed to accrue up to three (3) years or 936 hours, the member must have a vacation balance of 468 before sell back is allowed. So long as the 468 hours are available, the member can sell back based on the above criteria and even if the sell back drops them below the 468.

The request for vacation sell back can be made only during the month of November of each year. Sell back hours will be paid on a regular payroll (non-overtime payroll) in December of that year. It is the member's responsibility to email their sell back request to Finance identifying their election of eligible hours.

ARTICLE 10

SICK LEAVE

10.1 ACCRUAL RATES – 56 HOUR

Tier 1 and Tier 2 members in the Bargaining Unit shall accrue sick leave with pay in accordance with the following provisions:

- a. Tier 1 and Tier 2 regular full-time members in the Bargaining Unit with an average regular work week of 56 hours shall accrue paid sick leave at the bi-weekly rate of 3.69 hours or eight (8) hours for each complete month of service (96 hours annually).
- b. Members in the Bargaining Unit in their first year of employment will be allowed to utilize their sick leave under the sick leave usage guidelines, up to their annual accrual amount. If usage taken exceeds accrual earned, those hours in excess will show as a negative accrual balance.

| T1/T2 56 Hour Sick Leave Accrual | |
|---|---------------|
| Monthly | Annual |
| 8 hours | 96 hours |

OPSRP members in the Bargaining Unit shall accrue sick leave in accordance with the following provisions:

- a. OPSRP regular full-time members in the Bargaining Unit with an average regular work week of 56 hours shall accrue paid sick leave at the bi-weekly rate of 7.38 hours or sixteen (16) hours for each complete month of service (192 hours annually).
- b. OPSRP members in the Bargaining Unit in their first year of employment will be allowed to utilize their sick leave under sick leave usage guidelines, up to their annual accrual amount. If usage taken exceeds accrual earned, those hours in excess will show as a negative accrual balance.

| OPSRP 56 Hour Sick Leave Accrual | |
|---|---------------|
| Monthly | Annual |
| 16 hours | 192 hours |

10.2 USAGE

Each member shall have one (1) hour deducted from accrued sick leave for each hour of sick leave taken.

10.3 HOURS

The only sick leave hours that shall be charged against any member's accrued sick leave shall be those hours that the member is regularly scheduled to work.

10.4 ACCRUALS

Paid sick leave that is accrued, but not taken shall be accumulated.

10.5 USAGE GUIDELINES

Sick leave benefits are to be used for absences from work for any of the following reasons:

- a. For a member or family member's physical or mental illness, injury, or health condition, or need for medical diagnosis of these conditions, or need for preventive medical care or treatment.
- b. To care for an infant or newly adopted child under 18, or for a newly placed foster child under 18, or for a child over 18 if the child is incapable of self-care because of a mental or physical disability.
- c. To care for a family member with a serious health condition.

- d. To recover from or seek treatment for a serious health condition that renders the member unable to perform at least one of the essential functions of the member's position.
- e. To care for a child of the member who is suffering from a non-serious illness, injury, or condition.
- f. To deal with the death of a family member by attending the funeral, making arrangements necessitated by the death of a family member, or grieving the death of a family member.
- g. For any purpose covered by Oregon's domestic violence leave rules, such as to seek legal or law enforcement assistance or remedies to ensure the health and safety of the member or the member's minor child or dependent for proceedings related to domestic violence, harassment, sexual assault, or stalking and/or to seek medical treatment, recover from injuries, or obtain services related to domestic violence, sexual assault, harassment or stalking incidents to the member or member's minor child or dependent.
- h. Certain public health emergencies.
- i. For any other reason when required by applicable law.

Family member is defined to be:

A spouse or domestic partner;

A child of a covered individual or the child's spouse or domestic partner;

A parent of a covered individual or the parent's spouse or domestic partner;

A sibling or stepsibling of a covered individual or the sibling's or stepsibling's spouse or domestic partner;

A grandparent of a covered individual or the grandparent's spouse or domestic partner;

A grandchild of a covered individual or the grandchild's spouse or domestic partner;

Any individual related by blood or affinity whose close association with a covered individual is the equivalent of a family relationship.

10.6 NOTIFICATION

For **immediate sick leave**, a member who cannot perform their assigned duties due to a reason stated above, shall inform the on-duty Battalion Chief in accordance with District procedure of the utilization of sick leave as soon as possible, preferably one (1) hour, prior to the scheduled time for reporting for duty.

For **foreseeable sick leave** (e.g. scheduled appointments, treatments, etc.), notification of such leave should be requested at least ten (10) days in advance, or as soon as practical if less than ten (10) days, utilizing the District's staffing program. Members should make a reasonable attempt to schedule foreseeable sick time in a manner that does not disrupt the operations of the District.

10.7 PHYSICIAN RELEASE

If the member's condition prevented the member from performing the duties of the position, the District may request a written statement by a care provider licensed in the State of Oregon certifying that the member is now physically fit to resume the performance of these duties.

10.8 LEAVE CALCULATION

In the event that a member 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 (1/4) hour, or such lesser period as required by Fair Labor Standards Act (FLSA) or Oregon State Law.

10.9 TEMPORARY LIGHT DUTY ASSIGNMENT

Members of the Bargaining Unit may be assigned temporary light duty projects as a result of inability to perform normal routine work tasks due to an off-the-job injury (see Article 15).

10.10 CONVERSION OF SICK LEAVE TO DEFERRED COMPENSATION

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

Starting in 2026, OPSRP members may elect to convert up to 96 hours of the member's sick leave bank to a District contribution into a member's 401a deferred compensation account.

OPSRP members will receive a sick leave election form emailed to them between March 1st and March 10th. Utilizing the sick leave balance indicated on the members first (1st) pay stub of March, sick leave hours above 840 are eligible for conversion. The member's elected sick leave hours may not drop their sick leave accrual balance below 840 hours. Members must declare their sick leave conversion by emailing the election form to Finance by March 31st.

The District will deduct the elected hours from the member's sick leave accrual balance when the contribution is made on the second pay period in July.

The value of the District contribution is calculated on the number of hours the member elects times their base hourly rate at the time of payment.

ARTICLE 11

UNIFORMS

11.1 UNIFORMS PROVIDED

The District shall provide all uniforms including required footwear for all members of the Bargaining Unit. Required footwear shall be repaired or replaced when the need is determined by management.

ARTICLE 12

INSURANCE

12.1 GENERAL

It is the policy of the District to provide insurance for the members of the Bargaining Unit as required by law. The District may participate in the cost of additional insurance as it deems appropriate and fiscally reasonable.

12.2 WORKERS COMPENSATION / AD&D

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 members in the Bargaining Unit, subject to the provisions of ORS 656.505.
- b. Accidental death and dismemberment policy in accordance with ORS 253.005.

12.3 HEALTH AND LIFE INSURANCE

During the period of this Agreement, at the rate described in Article 12.5, the District shall make available to the members of the Bargaining Unit the following insurance coverage:

- a. Hospitalization and major medical insurance for members of the Bargaining Unit and their dependents, if any,
- b. Minimum of \$50,000 life insurance benefit for members of the Bargaining Unit; 24-hour coverage on or off duty.
- c. Dental health care insurance for members of the Bargaining Unit and their dependents, if any.
- d. Vision care insurance for members of the Bargaining Unit and their dependents, if any.

12.4 HEALTH INSURANCE PROVIDER

Health, Dental, Vision, and Prescription coverage shall be provided by the District. The plan at this time of agreement is:

Regence Blue Cross Blue Shield Innova
\$500/\$1,000 deductible; \$3,000/\$6,000 max out of pocket
\$20 co-pay; \$5/\$25/\$50 co-pay prescription
Vision \$0 co-pay exam, \$150 max hardware
Alternative care (Chiropractic, Acupuncture, etc. (20% / \$1,500 annual max)

Members may choose between the following two (2) dental plans provided by Special District's Association:
MODA, Incentive Plan Option 2, \$2,000 maximum benefit per dependent
Willamette Dental

Should the provider discontinue the plans or take some other action that makes these plans become unavailable, equivalent benefits shall be maintained by the District for the life of this Agreement.

12.5 PREMIUM SHARE

Members of the Bargaining Unit shall share the cost of the premium with the District. The District will pay ninety-five percent (95%) and the member will pay five percent (5%) of their monthly premium. The members' share shall be deducted pre-tax.

Effective July 1, 2025 the District will pay ninety-three percent (93%) and the member will pay seven percent (7%) of their monthly premium.

12.6 HRA-VEBA (VEBA)

The District shall contribute five percent (5%) into each members VEBA account on a semi-monthly payroll basis. The percentages are based on the E step Firefighter range.

12.7 LABOR/MANAGEMENT INSURANCE COMMITTEE

- a. This committee shall meet to discuss potential plan changes that may be mutually beneficial to both labor and management. Either the Fire Chief or the Labor President may convene this committee. Each party will choose its own members. In the event this group explores potential changes, but fails to reach an agreement, all provisions contained in Article 12 will remain unchanged for the life of this Agreement.
- b. Should the provider discontinue the plans listed in Article 12.4 or take some other action that makes the plans unavailable during the life of this Agreement, the committee will convene to bargain over the impacts for up to 45 days. If the parties are unable to reach an agreement on a new plan, then the parties agree to submit to binding arbitration as defined in PECBA without any waiting period.

12.8 DEATH IN THE LINE OF DUTY

In the event a member is killed in the line of duty, or dies as a result of injury sustained or illness acquired in the line of duty, the District shall pay the full cost of health, dental, and vision insurance for a surviving spouse and children (including stepchildren) or the member, subject to the following conditions:

- a. The benefits for a surviving spouse will end three (3) years after the member's death or upon remarriage, whichever occurs first.
- b. The benefits for a child will end three (3) years after the member's death or upon the child reaching age 21, whichever occurs first.

ARTICLE 13

RETIREMENT

13.1 PERS CONTRIBUTION

All members in the Bargaining Unit shall be covered under the Oregon Public Employees Retirement System (PERS). The members' six percent (6%) contribution to PERS/OPSRP will be paid by the District.

In the event that during the life of this Agreement it becomes impossible for the reasons of law, regulation, or decisions of the courts for the Employer to make contributions/payments to PERS/OPSRP on behalf of the members or if the member contributions to PERS/OPSRP are not required then:

- a. Effective on (and retroactive to if appropriate) the date the Employer is relieved of its obligation to otherwise pick-up, assume, and pay the six percent (6%) member contribution/payment required by ORS 238.200 and ORS 238A.330, all Bargaining Unit members salaries will be increased by six percent (6%). The salary schedule in this Agreement shall be recomputed to include this adjustment when calculating all subsequent raises provided under this Agreement. This salary increase would be in lieu of the six percent (6%) pick-up, and this transition shall be done in a manner to assure continuous payment of either the six percent (6%) contribution or a six percent (6%) salary increase.
- b. Employer further agrees to adopt a resolution to make an election under the IRS code to allow a pre-tax deduction of the six percent (6%) member contribution/payment required by ORS 238.200 and ORS 238A.330. Such deduction shall be made from each member's pre-tax gross wages.

13.2 SICK LEAVE BENEFIT

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.

13.3 DEFERRED COMPENSATION

Beginning July 1, 2015, so long as the member 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's discretion. District contributions will be provided on behalf of the member 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 one (1) year of continuous service, a member shall be eligible to receive a match of one percent (1%) calculated on monthly base salary.
- b. After the completion of four (4) years of continuous service, a member shall be eligible to receive a match of two percent (2%) calculated on monthly base salary.
- c. After the completion of nine (9) years of continuous service, a member shall be eligible to receive a match of three percent (3%) calculated on monthly base salary.
- d. After the completion of fifteen (15) years of continuous service, a member shall be eligible to receive a match of four percent (4%) calculated on monthly base salary.
- e. After the completion of twenty (20) years of continuous service, a member shall be eligible to receive a match of five percent (5%) calculated on monthly base salary.

| Years of Employment | Percentage of Base Salary |
|----------------------------|----------------------------------|
| 2-4 years | 1% |
| 5-9 years | 2% |
| 10-15 years | 3% |
| 16-20 years | 4% |
| 21 + years | 5% |

ARTICLE 14

BEREAVEMENT LEAVE

14.1 DEATH OF A FAMILY MEMBER

In the event of the death of a family member, the member shall be granted leave with pay as follows:
The District will provide 48 hours of bereavement leave to be applied to the maximum allowable time under Oregon leave laws. The member is eligible to utilize sick leave for the remainder of allowable time.

14.2 DEFINITION OF FAMILY MEMBER

Family member is defined as:

A spouse or domestic partner;

A child of a covered individual or the child's spouse or domestic partner;

A parent of a covered individual or the parent's spouse or domestic partner;

A sibling or stepsibling of a covered individual or the sibling's or stepsibling's spouse or domestic partner;

A grandparent of a covered individual or the grandparent's spouse or domestic partner;

A grandchild of a covered individual or the grandchild's spouse or domestic partner;

Any individual related by blood or affinity whose close association with a covered individual is the equivalent of a family relationship.

14.3 DEVIATIONS

The Fire Chief shall administer the use of bereavement leave and within reasonable limitations shall have the right to deviate from this policy when the situation warrants.

ARTICLE 15

WORKERS COMPENSATION LEAVE

15.1 DEFINITION

In the event that any member in the Bargaining Unit is absent from work as a result of any injury or disease, which would be compensable under workers' compensation, such absence shall be considered to be workers compensation leave.

15.2 INSURANCE COVERAGE

Any member on workers compensation leave may receive compensation through insurance coverage as provided by the District and in accordance with the provisions of Article 12.

15.3 LEAVE TIME

Workers' compensation leave shall begin on the first day as allowed by law.

15.4 CREDIT BACK OF SICK LEAVE

Absence of a member on workers compensation leave as defined in paragraph 15.1 of this Article shall be charged against the member's sick leave hours. The member shall, immediately after receipt of benefits by him under the Oregon Workers' Compensation Law, remit such benefits to Finance who shall credit back sick leave hours in proportion to the amount of compensation received. The District shall pay the member regular salary and benefits.

15.5 MAXIMUM COMPENSATION

In no event shall a member receive through a combination of District salary, retirement benefits, and workers' compensation payments, an amount greater than the member's regular rate of pay.

15.6 MEDICAL OPINIONS

Management and the RVPFF reserves the right to obtain additional medical opinions from physicians prior to returning a member of the Bargaining Unit to active duty in cases of severe accident, illness, and injury to the member. The party requesting the additional medical opinion shall pay all of the cost incurred in obtaining said opinion.

15.7 TEMPORARY LIGHT DUTY ASSIGNMENT

Members of the Bargaining Unit may be assigned temporary light duty projects as a result of their inability to perform the essential functions of their job due to an on-the-job injury.

Members of the Bargaining Unit may request temporary light duty projects as a result of their inability to perform the essential functions of their job due to an off-the-job injury.

ARTICLE 16

MILITARY LEAVE

16.1 GENERAL

District policy relating to military leave and compensation therefore for members of the District shall be in accordance with the provisions of Federal and Oregon law.

16.2 BENEFITS GREATER THAN FEDERAL OR OREGON LAW

If Federal or Oregon law provides less than 30 days of military leave for any member of the military reserve ordered involuntarily for military training; the District will exceed Federal or Oregon law and provide up to 30 days leave annually.

If Federal or Oregon law provides less than 90 days for a member to return to duty from active military service, the District will exceed Federal or Oregon law and provide up to 90 days for a member to return to duty.

ARTICLE 17

LEGAL APPEARANCES / JURY DUTY

17.1 COURT/LEGAL APPEARANCES (Off-duty; related to work)

Members subpoenaed to court as a witness or subpoenaed for the purpose of deposition during off-duty hours for matters falling directly within the scope of their employment, may elect to choose either of the following options:

- a. Receive compensation in accordance with the provisions of Article 7 (Extra Pay) and submit any witness/court fees received to the Chief Financial Officer.
- b. Retain any witness or court fees received and forego any compensation in accordance with Article 7 (Extra Pay), as allowed by the Fair Labor Standards Act (FLSA) or Oregon State Law.

17.2 COURT/LEGAL APPEARANCES (On-duty; related to work)

Members who are subpoenaed to court during on-duty hours as a witness or subpoenaed for the purpose of deposition on matters falling directly within the scope of their employment shall receive their regular compensation. Any witness/court fees received shall be donated back to the court.

17.3 COURT/LEGAL APPEARANCES (Not related to work)

Members who are subpoenaed to court as a witness or subpoenaed for the purpose of deposition on matters not falling directly within the scope of their employment, shall be granted time off without pay for such appearances or may utilize vacation or exchange of time in accordance with the provisions of Article 9 (Vacation) or Article 22 (Exchange of Time).

17.4 MEMBERS SUMMONED TO JURY DUTY

Members summoned to jury duty shall receive their regular compensation for any regularly scheduled working hours spent in the actual performance of such duty.

17.5 NOTIFICATION OF REQUIRED APPEARANCE / JURY DUTY

Members shall notify their immediate supervisor and Battalion Chief via Official Report when required to be involved in any legal proceeding on matter which fall within the scope of their employment and that may affect District operations or may require time off for legal appearances and/or jury duty.

ARTICLE 18

TRAINING

18.1 EMT TRAINING

Candidates for AEMT, EMT Intermediate, and Paramedic training shall be selected by the District. Selections for such training shall be made from qualified members 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 members involved in training to obtain an EMT license. Requests for said training shall be made to the Training Chief via Official Report three (3) months prior to the beginning of the course. Upon begin licensed as an AEMT, EMT Intermediate, or Paramedic section 7.5 of this Agreement shall apply.

18.2 EDUCATION LEAVE

The District will 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. This scheduled time off is not considered part of "3-persons off per shift" under Article 9.11.

The District shall allow one (1) member per shift off on education leave at a time; additional members may be allowed off in the best interest of the District. Requests shall be made via email to the Training Division with at least thirty (30) days' advance notice. The request shall include the dates and times the member is seeking educational leave. Approval of education leave will occur by term. If multiple requests occur for the same shift, the Union President or their designee shall select the member to receive education leave. Deviations are allowed at the discretion of the District.

18.3 UNION EDUCATION LEAVE

The District will allow a total of 48 hours of union education leave, per fiscal year, for members who wish to attend union education. This scheduled time off is considered part of the "3-persons off per shift" under Article 9.11. The District will allow two (2) members 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 made via Official Report to the Operations Department with at least fifteen (15) business days advanced notice. Deviations are allowed at the discretion of the District.

ARTICLE 19

PAYROLL DEDUCTIONS

19.1 AUTHORIZED DEDUCTIONS

Deductions of authorized amounts may be made from members for the following purposes:

- a. Required federal and state taxes.
- b. Contribution to retirement benefits.
- c. Payment to Employer sponsored deferred compensation program.
- d. Payment of life insurance and accidental death and dismemberment insurance premium.
- e. Payment of non-industrial disability insurance program.
- f. Medicare withholding.
- g. Flex spending plan (IRC Section 125).
- h. Other deductions as required decrees, mandates, etc.

19.2 PAYROLL DEDUCTIONS

Upon receipt of written authorization from a member, the District will deduct, semi-monthly, union dues and assessments from the member'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.

RVPFF dues in an amount to be determined by the RVPFF in writing, delivered to the District, and deposited with Rogue Credit Union or its successor in interest. After establishment of the amount of RVPFF dues, said dues will not be changed more than once during a fiscal year after the establishment thereof for July 1st of said fiscal year.

19.3 MAINTENANCE OF EFFORTS

Each member's authorization for payroll deductions shall remain in full force and effect permanently unless the member 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 a member's authorization to withhold fees must be consistent with the limitations included in the payroll authorization signed by the member, including compliance with the appropriate window period. The District will continue to deduct amounts equal to the dues and assessments certified by the Union from the member's paycheck until the next window period.

19.4 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 (1) 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.

ARTICLE 20

OUTSIDE EMPLOYMENT

20.1 NOTIFICATION

A member in the Bargaining Unit may engage in employment other than the member's job with the District when the following conditions are met:

- a. Within 24 hours after accepting any outside employment, an Official Report shall be filed with the Fire Chief stating the following information:
 1. Name and address of employer.
 2. Phone number where contact may be made during working hours for emergency purposes.
 3. Number of hours expected to work each week.
 4. Brief description of type of labor to be performed during employment.
 5. Anticipated length of employment.
- b. Provided such employment does not interfere with the satisfactory performance of assigned duties.
- c. Provided such employment does not constitute a conflict of interest.
- d. Provided such employment does not in any way bring discredit or reflect poorly upon either the member or the District.
- e. Upon the conclusion of any outside employment, a member shall notify the Fire Chief via an Official Report of the same.

20.2 DISCONTINUANCE

Members may be ordered by the Fire Chief to discontinue outside employment when the provisions of Article 20.1 are violated or extraordinary circumstances warrant.

ARTICLE 21

GRIEVANCE PROCEDURE

21.1 DEFINITION

Grievance is defined as a complaint by a member and/or the RVPFF that there has been to the member a violation of any provision of this contract and must be taken up with the member's supervisor no later than 14 calendar days after the member has been made aware of the occurrence.

21.2 PROCEDURE

Member grievances shall be handled in the following manner:

- a. **First Step:** An attempt shall be made to adjust all grievances on an informal basis between the member and/or a designated representative and the member's supervisor in the chain of command, up to and including the Deputy Chief. The grievance shall be in written form and shall contain, but shall not be limited to, the following information:
 1. Relevant facts of the occurrence that gave rise to the grievance;
 2. Date of the occurrence;
 3. The specific provision(s) of the Agreement violated;
 4. Remedy sought.
- b. **Second Step:** If the grievance is not satisfactorily adjusted within ten (10) calendar days after submitting it in writing to the member's supervisor, the grievance shall be submitted in writing, containing the information set forth above, to the Fire Chief within ten (10) calendar days after the written answer from the member's supervisor. The Fire Chief shall meet with the member and/or a designated representative within ten (10) calendar days after the submission of the grievance to the Fire Chief. The Fire Chief shall deliver the answer, in writing, to the member and/or a designated representative within ten (10) calendar days after the said meeting. In the event of the Fire Chief's extended absence from duty for any reason, the Acting Fire Chief per District policy shall act in the Fire Chief's place and stead under this step of the grievance procedure.
- c. **Third Step:** If the grievance is not satisfactorily adjusted in the Second Step, it shall be submitted in writing, containing the information set forth above, by the member and/or the RVPFF to the Board of Directors within ten (10) calendar days after the Fire Chief's answer is received. The Board of Directors shall meet with the member and/or a representative on all disciplinary-related grievances, and may choose, in its discretion, to meet with the member and/or a representative on all other grievances. The Board will notify the member, in writing, of the action it will or will not take on a non-disciplinary grievance within fifteen (15) calendar days of its submission to the Board. The meeting shall take place within thirty (30) calendar days after the submission of the grievance to the Board of Directors.
- d. **Fourth Step:** If the grievance is not satisfactorily adjusted in the Third Step, the member and/or the RVPFF shall have the right to submit the grievance to arbitration for final determination within ten (10) calendar days after receiving a written response from the Board of Directors. The District and the RVPFF shall, within ten (10) calendar days after receipt of the written request for arbitration from the member, attempt to agree upon an arbitrator to hear the matter. If the RVPFF and the District do not agree upon an arbitrator within ten (10) calendar days of receipt of the written notice requesting arbitration, the RVPFF shall request from the Employment Relations Board, a list of seven (7) arbitrators who are also on a list of the American Arbitration Assn (AAA). Selection of a single arbitrator shall be by the "striking" method. The conduct of the hearing shall be in accordance with the AAA Voluntary Labor Arbitration Rules. The findings and determinations of the arbitrator shall be final and binding on all parties with respect to the issue and the cost of arbitration shall be shared equally by the parties.

21.3 CHANGE TO DISTRICT POLICIES

Any adoption, deletion, or revision of District policy as may be suggested or recommended by any member or member organization, shall not be considered to be a matter subject to review through the grievance procedure.

21.4 PROBATION

Grievance procedure for dismissal is not available to newly hired probationary members.

21.5 WRITTEN OR VERBAL REPRIMANDS

Written or verbal reprimands or warnings are not subject to this grievance procedure.

21.6 OVERVIEW OF GRIEVANCE PROCEDURE

| Step | Responsible | Quick Explanation/Action Requirements |
|---------------------------|--|--|
| Initiate | Member, Supervisor | No more than 14 calendar days after member is aware of the occurrence |
| First (1 st) | Member, Supervisor, up to Deputy Chief | Within the original 14 calendar days; if not satisfactorily adjusted within 10 calendar days, then Second (2 nd) Step (Fire Chief meets with member or designated rep) |
| Second (2 nd) | Fire Chief or designee | Within 10 calendar days after receipt of information from Supervisor, a meeting will occur; Fire Chief delivers answer to member or designated rep within 10 calendar days after meeting; if not satisfactorily adjusted, then Third (3 rd) Step (member or designated rep meets with Board of Directors) |
| Third (3 rd) | Board of Directors | <ul style="list-style-type: none">• Within 10 calendar days after receipt of Fire Chief's answer, the member or designated rep shall submit in writing information to the Board of Directors.• Board notifies member or designated rep within 15 calendar days of action to be taken.• If disciplinary in nature, the Board meets with the member or designated rep.• The Board at its discretion <i>may</i> hear non-disciplinary grievances.• Board shall schedule meeting within 30 days of receipt of grievance notification.• If not satisfactorily adjusted, then Fourth (4th) step. |
| Fourth (4 th) | District, RVPFF, Arbitrator | <ul style="list-style-type: none">• Within 10 calendar days after receiving written response from the Board, the Association has the right to submit to Arbitration.• Arbitrator is selected and findings and determinations are binding.• District and Association share cost equally. |

ARTICLE 22

EXCHANGE OF TIME

22.1 PROCEDURE

Members of the District with an average regular work week of 56 hours are allowed exchange of working time. Two (2) types of exchanges are available to members; *advanced and immediate*.

- a. Advanced exchanges shall be an exchange with any other member regardless of rank. Scheduling will follow all criteria outlined in Article 9.10 (c) and (d) and are subject to all provisions listed in Article 22.
- b. Immediate exchanges are exchanges scheduled outside of the requirements of Article 9.10. Additionally
 1. Cannot affect minimum staffing ALS requirements.
 2. Have no hour minimum.
 3. Require the member to verbally contact the on-duty Battalion Chief a minimum of one (1) hour prior to the exchange; with paperwork to follow ASAP utilizing the normal leave request procedures.
 4. Shall not impact District operations. The facilitation of the exchange is entirely shouldered by the members involved in the exchange; to include transportation.
 5. The working member must be of the same rank or able to act in the capacity of the requestion members currently assigned position. If not rank-for-rank, the following applies:
- c. If the payback occurs six (6) days or less from the initial exchange, the requesting member must be able to act in the position currently held by the working member at the time of the request.
- d. If the payback occurs greater than six (6) days from the initial exchange there are no AIC requirements on the payback.

22.2 EDUCATION

Except for job related educational purposes, exchange periods of less than four (4) hours shall not be permitted.

22.3 REPAYMENT

Exchanges shall be repaid in accordance with dates filled out on the exchange form. Inasmuch as participation in the exchanging of working times is wholly a voluntary, individual matter, any hours that are owed, but not repaid, the District shall not be held responsible in any way for remuneration or compensation in any nature.

22.4 VOLUNTARY EARLY RELIEF/LATE RELIEF

- a. Voluntary early relief (VER) is a verbal agreement between two (2) individuals to provide relief a maximum of two (2) hours prior to the end of the requesting member's scheduled shift.
- b. Voluntary late relief (VLR) is a verbal agreement between two (2) individuals to "holdover" and provide coverage at the beginning of the requesting member's scheduled shift. The maximum among of time allowed for late relief is two (2) hours.
- c. It is understood that VER/VLR is not reciprocal as it is a complimentary action. Relief beyond the two (2) hour maximum is considered a time exchange and subject to the provisions of Article 22.

22.5 TWO-PARTY ONLY

All exchanges of time shall involve only the two (2) members signing the "Exchange of Time Request" form and in no case shall exchanges involve more than two (2) persons.

22.6 CASH PAYMENTS

All exchanges of time shall be repaid with comparable time and in no case shall any exchange involve cash payments from one (1) member to another.

22.7 MEMBER RESPONSIBILITY

Any member desiring to exchange time shall be responsible for the full and accurate completion and filing of all required forms. Once a "Leave Request" form has been properly completed, submitted, and approved, the cooperating member who has agreed to work during the specific time period is responsible for that time period and should this member fail to report for duty to fulfill this obligation, said member shall be subject to District action as necessary. If the member who has agreed to work is absent due to illness or bereavement, the appropriate leave will be charged to the individual obligated to work.

22.8 PROBATIONARY PERIOD

Firefighters, during the first six (6) months of their newly hired probationary period, shall only participate in the exchange of time privileges for the purpose of job-related education and only with the prior approval of the District and the two (2) Fire Captains involved.

22.9 NO PAYBACK EXCHANGES FOR UNION BUSINESS

The District agrees to allow members, chosen by the Union President, or his/her designee, to enter into a "no payback exchange" to attend Union education/conferences or to conduct Union business. The exchange is subject to the requirements outlined in Article 22 with the exception of any requirement for repayment. Members who work the "no payback exchange" are allowed a stipend from the Union to compensate the member.

ARTICLE 23

LONGEVITY PAY

23.1 SCHEDULE

- a. Members in the Bargaining Unit hired prior to July 1st, 2011 shall be awarded longevity pay (calculated on base salary) in accordance with the following schedule:
- b. After the first eight (8) years of continuous employment, a member shall be awarded an additional one and one-quarter percent (1.25%) monthly salary increase.
After completion of thirteen (13) years of continuous service, a members shall be awarded a two and one-half percent (2.50%) monthly salary increase.
After the completion of eighteen (18) years of continuous service, a member shall be awarded a three and three-quarter percent (3.75%) monthly salary increase.
After completion of twenty-one (21) continuous years of service, a member shall be awarded a five percent (5%) monthly salary increase until separation from employment with the District.

| Years of Employment | Percentage of Base Salary |
|----------------------------|----------------------------------|
| 9-13 years | 1.25% |
| 14-18 years | 2.50% |
| 19-21 years | 3.75% |
| 21 + years | 5.00% |

- c. For the provisions of Article 23, members that are employed by the District as a result of a consolidation or merger shall be credited employment time from their previous agency.

23.2 PAYMENT DATE

All longevity pay earned during the fiscal year will be paid in a lump sum by June 30th of said fiscal year.

ARTICLE 24

CALL BACK PROCEDURES

24.1 SCOPE

This Article shall apply to all career classifications that include emergency response responsibilities.

24.2 AUTHORITY AND RESPONSIBILITY

The District has the authority and responsibility to administer and maintain minimum staffing. The District and the RVPFF shall jointly maintain a policy outlining the callback procedure.

24.3 MINIMUM CALLBACK

Members requested to work overtime will receive a minimum of two (2) hours of compensation.

24.4 STAFFING STANDARD AND LEVELS

It is acknowledged by the RVPFF that staffing levels may be changed at the District's discretion; minimum staffing levels will be communicated via District Directives.

24.5 FILLING VACANCIES

Filling vacancies will follow the mutually agreed Call Back policy.

24.6 RESTRICTIONS

Members who are within their first twelve (12) months of employment shall not be eligible for participation in callback unless approved in accordance with the following procedure:

- a. Eligibility for emergency callback and callback is subject to approval by the member's Fire Captain and Battalion Chief.
- b. Members within their first twelve (12) months of employment shall not participate in move-up position.

24.7 ADDITIONAL PROVISIONS

Substantive changes in callback procedures shall be subject to negotiations. Callback errors will be corrected when it is reasonably possible to do so.

ARTICLE 25

OFFICIAL DOCUMENTATION

25.1 DOCUMENTATION

Official Reports, Documented Oral Warning or Documented Oral Reprimand, Written Warning or Written Reprimand, and Corrective counseling documents shall be removed from a member's file and destroyed three (3) years from the date of the report at the request of the member and in accordance with ORS and OAR.

25.2 DISPUTES

In the event of a dispute as to the magnitude of the infraction, the grievance procedure will be available to the member.

ARTICLE 26

ENTRANCE AND PROMOTION

26.1 REPRESENTATIVE

Any committee appointed for the purpose of establishing procedures for examinations or maintenance of registers shall include a representative selected by the RVPFF.

26.2 TIME OFF FOR PROMOTIONAL EXAMS

Members participating as candidates in promotional exams will be allowed time off to participate in the assessment centers. Time off will be limited to two (2) hours prior to the candidates scheduled time until the end of the assessment station. Provisions of the Article are not subject to the three (3) off criteria identified in Article 9.11. The candidate must request time off for promotional exams by utilizing the leave request form.

ARTICLE 27

LAYOFF AND RECALL

27.1 GENERAL

The District shall layoff and recall a member or members subject to the provisions of this Article.

27.2 SENIORITY DEFINEMENT

For the purposes of administering this Article, "District Seniority" shall mean the length of continuous employment as a full-time member within the Bargaining Unit.

27.3 LAY-OFF ORDER

In the event of personnel reduction, the member with the least seniority shall be the first laid off.

27.4 LAY-OFF NOTICE

The Board of Directors, upon determining that a reduction of personnel is necessary, will give one (1) month notice to all members who will be affected by the action.

27.5 RECALL PROCEDURES

The following recall procedures shall be followed:

- a. Members who are laid off shall be placed on a recall list for a 36-month period immediately following the effective date of the layoff. The eligibility list for recall may be extended an additional six (6) months at the discretion of the District.
- b. Members on the recall list shall be recalled in the order of most senior first, least senior last, to vacant and available positions. No new members shall be hired in the District until all laid off members have been given an opportunity to return.
- c. Notice of recall shall be by certified mail, return receipt requested, to the member's last address provided by the member to the District. The member must accept recall in writing within thirty (30) calendar days from the mailing of such notice of recall or forfeit all recall and seniority rights. The member shall be responsible for keeping the employer informed, in writing, of a current mailing address and phone number.
- d. The time limit for returning to duty status shall be within thirty (30) days of the date the member replies to the District notice or recall. Failure of the member to do so within the time specified shall terminate such member's further rights to seniority or recall.

ARTICLE 28

DRUG TESTING/SUBSTANCE ABUSE

28.1 PURPOSE

- a. To ensure a safe working environment for all District members.
- b. To prevent substandard performance due to substance abuse.
- c. To promote the health and wellbeing of all District members.
- d. To inform the members of the District's expectations and prohibitions for substance abuse.
- e. To define and standardize the process for dealing with substance abuse problems including testing, assessment, rehabilitations, and corrective action.
- f. To assure that all District actions involving drug testing and substance abuse testing or corrective action are in compliance with state and federal laws.

28.2 SCOPE

The standards identified in the Protocols apply to all District employees.

28.3 AUTHORITY AND RESPONSIBILITY

- a. Command Staff shall conduct all investigations; coordinate all drug testing procedures and follow up activities in accordance with this policy.
- b. Supervisors shall not permit any member to begin or continue work if the member's condition or performance constitutes a safety hazard to either the member or the safety of others.
- c. The District shall provide annual training and education for all members and supervisors concerning substance abuse in the workplace, drug testing, and the implementation of this policy.

28.4 DEFINITIONS

- a. Cause – Any work-related accident or incident involving property damage or physical injury.
- b. Drugs – All forms of narcotics, depressants, stimulates, hallucinogens, cannabis, and alcohol whose sale, purchase, transfer, use or possession, or manufacture is prohibited or restricted by Federal law.
- c. Drug and Alcohol Test – The compulsory production and submission of urine and/or breath by a member in accordance with procedures contained herein for chemical analysis to detect prohibited drugs and/or use. The substances to be tested for are marijuana, cocaine, opiates, barbiturates, amphetamines, phencyclidine, and alcohol.
- d. Last Change Agreement – An agreement in lieu of termination between the District and the member who has violated the provisions of this policy which specify the conditions to which the member must adhere in order to remain employed.
- e. On Duty – The period of time during which a member is engaged in activities which are compensable as work, performed on behalf of the District, or operating District vehicles or equipment.
- f. Reasonable Suspicion – A belief based on objective and specific articulable facts sufficient to lead a reasonable person to suspect that a member has consumed drugs such that the member's ability to perform the functions of the job is impaired or that member's ability to perform the job safely is reduced. Such articulable fact or circumstance could include appearance, behavior, speech, a pattern of conduct, or involvement in an accident which results in physical injury or property damage.
- g. SAMHSA – The term "SAMHSA Guidelines" as used throughout this Article refers to the Substance Abuse Mental Health Service Administration Mandatory Guidelines for Federal Workplace Drug Testing Programs in effect at the time of any alleged substance abuse.
- h. Unacceptable Level of a Drug – Amounts equal to or greater than those set forth in 28.5 (d) below, or use of prescription medications without reporting same under 28.5 (d) below when usage may impair job performance.

28.5 STANDARDS

- a. The following is prohibited:
 1. Reporting to work with an unacceptable level of a drug;
 2. The use, sale, transportation, dispensing, manufacturing, or possession on District property or during work periods of a drug not medically authorized.
- b. A member utilizing any prescribed medications or controlled substances that may affect the member's ability to safely perform assigned duties must immediately report this treatment to the Fire Chief or Duty Officer. This information will be kept confidential and private in the same manner as other member medical records. The use of medications or controlled substances as part of a prescribed medical treatment program is not grounds for disciplinary action. It shall be the member's responsibility to determine from the member's physician whether a prescribed treatment may impair job performance. Failure to report the use of a prescribed medication or a controlled substance which a member has been informed may affect the member's abilities to safely perform assigned duties may subject a member to disciplinary action. In the event there is a question regarding a member's ability to safely perform assigned duties, clearance from the member's physician will be required.
- c. Testing for drugs will be conducted in accordance with SAMHSA Guidelines. Test results for drugs will be evaluated and judged in accordance with SAMHSA Guidelines.
- d. Test results for drugs other than alcohol will be considered positive when the presence of drugs meet or exceed SAMHSA Guidelines confirmation amounts. The results for alcohol will be considered positive when the individual's breath alcohol content is .02 percent or greater.
- e. Members shall report to the Fire Chief or Duty Officer any situation in the workplace which indicates another member may be impaired due to the use of a drug while on duty.
- f. Members shall report to the Fire Chief or Duty Officer any situation in the workplace which indicates another member may be involved in the use, sale, transportation, dispensing, manufacturing, or possession of a drug while on duty.
- g. Drug testing shall only occur with reasonable suspicion.
- h. Members shall submit immediately to a drug test when requested to do so by a Chief Officer.
- i. The member shall sign a consent form for urine and breath samples. A refusal to sign the consent form and submit to a drug test shall result in discipline and possible discharge.
- j. All new members will be required to submit to a drug test prior to starting to work.
- k. Testing shall be evaluated in a manner to ensure that all members' legal drug use does not affect the evaluation of the test results.
- l. Random or massive testing is prohibited for members not on a Last Chance Agreement.
- m. The District and the RVPFF shall select two (2) SAMHSA certified laboratories that can demonstrate experience and capability of quality control, documentation, chain of custody, technical expertise, and demonstrated proficiency in urine and breath. Providence Medical Center and Rogue Regional Medical Center laboratories provide this certified level.
- n. All members will be fully informed of this Policy before testing is administered. Newly hired members will be provided with this information as part of orientation. No member shall be tested until this information is provided.
- o. All test results, other than initial intoxilyzer results, shall be evaluated by a suitably trained physician or Medical Review Officer as defined by SAMHSA Guidelines.
- p. At any time, the RVPFF, upon request, will have the right to inspect and observe any aspect of the drug testing program with the exception of individual test results. The RVPFF may inspect individual test results if the release of this information is authorized by the member involved.
- q. Failure to follow any of the procedures listed in the Policy or in SAMHSA Guidelines shall result in the elimination of the test results as if no test had been administered. The test results shall be destroyed, and no discipline shall be levied against the member.
- r. Searches by the District of personal vehicles parked on District property are prohibited.

28.6 MEMBER RIGHTS

- a. The member shall be informed verbally prior to testing of the circumstances surrounding the testing and the reasons why the test is being ordered.
- b. The member shall be informed in writing within 24 hours after testing of the circumstances surrounding the testing and the reasons why the test was ordered.
- c. The member shall be informed verbally of the right to representation (Union, Management, or other) up to and including the time the sample is given. However, this provision shall not unreasonably delay testing.
- d. The member shall be informed verbally of the policy and the procedures for testing when notified of the order to test.
- e. If the results of the laboratory testing procedures specified in this Article are negative, all further testing shall be discontinued.
- f. Any member who tests positive shall be given access to all written documentation available from the testing laboratory which verifies the accuracy of the testing equipment used in the testing process, the chain of evidence, and the accuracy rate of the laboratory.
- g. The reasons for requesting the test and testing results will be kept confidential and private in the same manner as other member medical records.
- h. The District shall bear the cost of all initial drug tests. If the member chooses to test the second untested sample, the member will pay the cost of the tests. However, in the event that it is demonstrated that the initial testing resulted in a false positive, the District will reimburse the member of the cost of the second sample testing.
- i. If the test is positive for an unacceptable level of a drug, the member will be notified of the positive results within 24 hours after the District learns of the results and will be provided the copies of all documents pertinent to the test sent to or from the District by the laboratory. The member will then have the option of having the second untested sample submitted to the remaining SAMHSA certified laboratory.
- j. If the test results are not positive for drugs, the member shall be notified, and all District documents related to the testing shall be destroyed.
- k. Each member has the right to challenge the results of drug testing in the same manner that the member may grieve any managerial action.
- l. The drug testing program is initiated solely at the request of the Fire District. The RVPFF shall be held harmless for the violation of any worker's rights by the District arising from the administration of these protocols.
- m. The member testing positive for drugs will be placed on Administrative Leave with pay pending the final decision of the Fire Chief.

28.7 TESTING

The following procedures and testing mechanisms shall be used for any tests for drugs performed on members:

- a. Within 24 hours of testing, the member will be required to list all prescribed medications and controlled substances currently being used. Prescribed medications or controlled substances listed must be substantiated by written communication from the attending physician.
- b. Drug testing may only be requested when the member's supervisor believes that reasonable suspicion exists or there is cause.
- c. The member will be transported, as soon as possible, by the Fire Chief, Duty Officer, or Battalion Chief to the office of the District's physician during normal business hours or to the appropriate facility or local hospital during non-business hours to have the specimens collected.
- d. The test shall be administered in such a manner as to protect the authenticity and reliability of the sample and the privacy and confidentiality of the individual. The member shall not be witnessed while submitting a urine sample.
- e. Each step in the collection and processing of specimens shall be documented to establish procedural integrity and chain of custody in accordance with SAMHSA Guidelines.

- f. The Fire Chief, Duty Officer, or Battalion Chief will determine whether a member shall return to work after testing. In cases of reasonable suspicion, the member will be placed on Administrative Leave pending notification of test results.

28.8 CONSEQUENCES OF UNACCEPTABLE RESULTS

- a. It is the intent of the District and the RVPFF to assist the member in overcoming any substance or drug related dependency.
 - 1. Whenever a member has tested positive, the District may require the member to receive immediate counseling from a qualified professional acceptable to the District and the RPF to determine if a dependency problem exists.
- b. Members who test positive for drugs which are not medically authorized are found not to have a dependency problem, and sign a Last Chance Agreement, will be returned to their former position.
- c. A Last Chance Agreement will have a term of up to thirty-six (36) months during which time the member's continued employment is contingent upon compliance with the stated terms and conditions of the Agreement. Members who sign a Last Chance Agreement will be subject to the following;
 - 1. Random urinalysis at any time during the term of the Agreement at the discretion of the District.
 - 2. Search of their person, personal vehicle on District property, or locker at any time during the term of the Agreement at the discretion of the District.
- d. Violations of any of the terms of a Last Chance Agreement will cause the member to be subject to disciplinary action up to and including termination.
- e. Any member who has successfully fulfilled the terms of the Last Chance Agreement will be considered rehabilitated and any subsequent dependency problems will be treated as a first occurrence subject to the treatment and rehabilitation sections of this Article.

28.9 DUTY ASSIGNMENT AFTER TREATMENT

- a. Once a member successfully completes rehabilitation, they shall be returned to their regular duty assignment.
- b. Member assignment during treatment shall be based on each individual's circumstances.
- c. If follow-up care is prescribed after treatment, this may be a condition of employment.
- d. Once treatment and any follow-up care is completed, and at the end of one (1) year after completion of same, the records of treatment and positive test results shall be retired to a closed medical record at the member's written request. The member shall be given a fresh start with an administrative record except as to any personnel or disciplinary records that may otherwise remain under the provisions of the Labor Agreement.

28.10 INTERFERENCE WITH PROTOCOLS

Any activity which purposely interferes with these Protocols will be grounds for disciplinary action. Examples include, but are not limited to the following: tainting, tampering, or substitution of samples.

28.11 CONFLICT WITH OTHER LAWS

These Protocols are in no way intended to supersede or waive a member's federal or state constitutional rights, provided, however, that to the extent test or procedures are administered under the terms of these Protocols, or disciplinary actions taken, such shall not be considered to violate the member's constitutional rights as to self-incrimination or to due process.

ARTICLE 29

PAID LEAVE DONATION

29.1 PURPOSE

To provide members an opportunity to assist the District members who are experiencing significant medical events requiring extended periods of leave that will result in exceeding their vacation and sick leave balances. Paid leave donations can be received and/or donated between all District members, whether in the Bargaining Unit or not.

29.2 ELIGIBILITY

For a member to be eligible to receive donated leave, they must be employed in a non-temporary position (full-time and part-time) and have completed their new member probationary period. For a member to be eligible to donate leave, they must be employed in a non-temporary position (full-time and part-time). This program cannot be used to benefit a member experiencing disciplinary action involving loss of pay.

Eligible members who request to receive donated leave must have a situation that meets the criteria of a serious health condition under the Oregon Family Medical Leave Act (OFLA) of either the member or their immediate family member, and in which a prolonged/extended absence from duty will occur. OFLA notification and paperwork are required to be submitted to the District prior to the request for donated leave. The definition of immediate family member is defined under Article 10.5 and Article 13.9.

The member must have exhausted or will exhaust in the next thirty (30) days all District paid leaves including but not limited to sick leave, vacation leave, etc. However, if needed and all other leaves have been exhausted, donated hours may be used to cover the waiting period before disability insurance begins. A member utilizing donated paid leave will continue to accrue benefits and leave time but must exhaust leave as it is accrued.

29.3 PROCEDURE

Any donation of paid leave must be strictly voluntary. Coercion or intimidation by any District member is not permitted. All contributions shall be confidential.

The member that has exhausted all leave and meets the eligibility requirements should contact Finance to initiate the donation request process. This process can also be initiated by a representative designated by the eligible member. Finance will complete the Donation of Paid Leave request and notify all members. Those members wishing to make a donation will submit their request to donate back to Finance for processing within the designated time parameters.

Donated leave will be placed in a separate escrow account for the requesting member. Donated leave will be distributed on a pro-rated basis as it is needed by the member on medical leave. Following the end of the members' leave and subsequent return to work, any remaining unused donated leave beyond two (2) working periods (days/shifts) will be pro-rated and reposted to the donating members.

29.4 ELIGIBLE HOURS

Members are allowed to donate up to fifty percent (50%) of their vacation leave or personal leave balance to another member. Members with less than 720 hours of sick time may donate up to ten percent (10%) of their accrued sick time to another member. Members with more than 720 hours of sick time may donate up to twenty percent (20%) of their accrued sick time to another member. If the members involved are working two (2) different schedules, the time will be converted upon receipt by the receiving member using the conversion factors stated in the Collective Bargaining Agreement.

Donating members must maintain enough leave in their personal bank for any vacation scheduled during the calendar year involved, or cancel vacation leave in direct proportion; future earned vacation leave awarded prior to the scheduled vacation may be used to comply with this requirement.

29.5 CONVERSION FACTOR

Donated paid leave must be in increments of whole hours prior to any conversion factor.

29.6 SEPARATION OF EMPLOYMENT

If the recipient of the donated time separates from employment with the District for any reason, the balance of leave will be pro-rated and returned to the donor(s).

If the donor separates from employment with the District for any reason, they are not entitled to payment for leave they have donated to another member.

29.7 DEVIATIONS

The Fire Chief may grant donation of paid leave for other situations on a case-by-case basis.

ARTICLE 30

MEDICAL PHYSICALS

30.1 MEDICAL PHYSICALS

Medical physicals shall be managed following the mutually agreeable Medical Physical policy.

30.2 VACCINATIONS

All members represented by RVPFF shall only be subject to vaccinations required by Federal or State Law, rule, or mandate. Members may voluntarily elect to receive additional vaccinations at their own discretion. Mandating members to receive additional vaccinations after their hire date shall not be allowed.

Under civil rights and disability laws, employers with mandatory vaccine policies shall consider requests for exceptions for individuals with either (1) sincerely held religious convictions, or (2) a disability that prevents them from receiving a vaccination. While employers are not required to grant the exception, if it creates an “undue hardship” on the business or a “direct threat” to the safety of the member or others, employers should engage with the member to determine if a reasonable accommodation is possible.

ARTICLE 31

40-HOUR MEMBER PROVISIONS

31.1 HOURS OF WORK – 40 HOUR

The average regular workweek for Deputy Fire Marshal I, II, III and Training Lieutenant shall be 40 hours.

- a. For a member with an average workweek of 40 hours, the regular hourly rate of pay shall be the monthly rate divided by 173.3.
- b. The hours of work for members in this category shall be Monday through Thursday from 0730 to 1730 hours. The full working day is ten (10) hours with a one (1) hour compensable lunch.
- c. Hours of work may be changed to a different schedule, or otherwise, by mutual agreement between the District and the RVPFF.
- d. Overtime - time worked in excess of the regular work week, workday, or shift shall be compensated at the rate of one and on-half (1 ½) times the regular hourly rate of pay or greater as required by the Fair Labor Standards Act (FLSA) or Oregon Law. Overtime hours will be calculated to the nearest one quarter (1/4) hour.

All authorized accrued leave (vacation, sick, holiday, and personal leave) will be counted as “hours worked” when computing overtime pay.

31.2 HOLIDAY COMPENSATION

- a. OFFICIAL HOLIDAYS – The following days shall be recognized as holidays for regular 40-hour members in the Bargaining Unit:
- b.

| | |
|-----------------------------|----------------------------|
| July 4 th | Independence Day |
| First Monday of September | Labor Day |
| November 11 th | Veteran’s Day |
| Fourth Thursday of November | Thanksgiving Day |
| December 25 th | Christmas Day |
| January 1 st | New Year’s Day |
| Third Monday of January | Martin Luther King Jr. Day |
| Third Monday of February | President’s Day |
| Last Monday of May | Memorial Day |

Full-time members in the Bargaining Unit with a regular average work week of forty (40) hours shall have the above holidays off with pay, In addition, these members will receive thirty (30) hours as floating holidays available as of July 1st of each year. For newly hired members or members transitioning permanently to a 40-hour work week, these hours will be prorated from the effective date of hire or transition to the next July 1st. Hours will be prorated and due back to the District for those members that separate from service mid-year. Unused floating holiday hours shall be forfeited June 30th.

- c. WEEKEND HOLIDAYS – In respect to full-time members of the Bargaining Unit, with a regular average work week of forty (40) hours, if any of the above named holidays occur on Friday or Saturday, the holiday will be observed on the preceding Thursday and if any of the above name holidays occur on Sunday, the holiday will be observed on the following Monday.

31.3 VACATION

All vacations shall be scheduled and taken in accordance with the best interests of the District. The only vacation hours that shall be charged against any member’s accrued vacation shall be those hours that the member is regularly scheduled to work. Members are restricted from taking vacation time within the first year of

employment; however, with approval of their supervisor, members may take accrued vacation time after the first six (6) months of employment.

31.4 VACATION ACCRUAL

Regular, full-time members in the Bargaining Unit with an average regular workweek of 40 hours shall accrue annual vacation with pay as follows in accordance with the following provisions:

- a. For the first two (2) years of continuous full-time service, such members shall accrue paid vacation at a rate of 2.77 hours each complete biweekly pay period (72 hours).
- b. Upon completion of two (2) years of continuous full-time service, such members shall accrue paid vacation at the rate of 4.62 hours for each complete biweekly pay period (120 hours).
- c. Upon completion of four (4) years of continuous full-time service, such members shall accrue paid vacation at the rate of 5.85 hours for each complete biweekly pay period (152 hours).
- d. Upon completion of nine (9) or more years of continuous full-time service, such members shall accrue paid vacation at the rate of 7.23 hours for each complete biweekly pay period (188 hours).
- e. Upon completion of fifteen (15) or more years of continuous full-time service, such members shall accrue paid vacation at the rate of 8.62 hours for each complete biweekly pay period (224 hours).
- f. Upon completion of twenty (20) or more years of continuous full-time service, such members shall accrue paid vacation at the rate of 9.85 hours for each complete biweekly pay period (256 hours).

| 40 Hour Members | | | | | | |
|-------------------|-----------|-----------|-----------|-------------|-------------|------------|
| Full Time Service | 0-2 Years | 3-4 Years | 5-9 Years | 10-15 Years | 16-20 Years | 21 + Years |
| Annual Accrual | 72 | 120 | 152 | 188 | 224 | 256 |
| Biweekly Accrual | 2.77 | 4.62 | 5.85 | 7.23 | 8.62 | 9.85 |

31.5 SELL BACK OF VACATION LEAVE

Members may elect to convert accrued vacation leave in accordance with Article 9.14.

31.6 SICK LEAVE ACCRUAL RATES

Tier 1 and Teir 2 members in the Bargaining Unit shall accrue sick leave with pay in accordance to the following provisions:

- a. Tier 1 and Tier 2 regular full-time members in the Bargaining Unit with an average regular work week of 40 hours shall accrue paid sick leave at a bi-weekly rate of 3.96 hours or eight (8) hours for each complete month of service (96 hours annually).
- b. Members in the Bargaining Unit in their first year of employment will be allowed to utilize their sick leave under the sick leave usage guidelines, up to their annual accrual amount. If usage taken exceeds accrual earned, those hours in excess will show as a negative accrual balance.

| T1/T2 40 Hour Sick Leave Accrual | |
|----------------------------------|----------|
| Monthly | Annual |
| 8 hours | 96 hours |

OPSRP members in the Bargaining Unit shall accrue sick leave in accordance with the following provisions:

- c. OPSRP regular full-time members in the Bargaining Unit with an average regular work week of 40 hours shall accrue paid sick leave at the bi-weekly rate of 5.31 hours or 11.5 hours for each complete month of service (138 hours annually).
- d. OPSRP members in the Bargaining Unit in their first year of employment will be allowed to utilize their sick leave under the sick leave usage guidelines, up to their annual accrual amount. If usage taken exceeds accrual earned, those hours in excess will show as a negative accrual balance.

| OPSRP 40 Hour Sick Leave Accrual | |
|---|---------------|
| Monthly | Annual |
| 11.5 hours | 138 hours |

e. **CONVERSION OF SICK LEAVE**

On an annual basis, OPSRP members may elect to convert up to fifty (50) hours of the member’s sick leave bank to a District contribution into the member’s 401a deferred compensation account.

OPSRP members will receive a sick leave election form emailed to them between March 1st and March 10th. Utilizing the sick leave balance indicated on the member’s first (1st) pay stub of March, sick leave hours above 682 (max of 50) are eligible for conversion. The member’s elected sick leave hours may not drop their sick leave accrual balance below the 682 hour threshold. Members must declare their sick leave conversion by email the election form to Finance by March 31st.

The District will deduct the elected hours from the member’s sick leave accrual balance when the contribution is made on the second (2nd) pay period in July.

The value of the District contribution is calculated on the number of hours the member elects (up to 50 maximum) times their base hourly rate at the time of payment.

31.7 NOTIFICATION

For immediate sick leave, a member who cannot perform their assigned duties due to a reason stated under Usage Guidelines shall inform their immediate supervisor, or Battalion Chief if supervisor cannot be contacted, of the utilization of sick leave as soon as possible, preferably one (1) hour prior to the scheduled time for reporting to duty.

For foreseeable sick leave (e.g. scheduled appointments, treatments, etc.), notification of such leave should be requested at least ten (10) days in advance or as soon as practical if less than ten (10) days, utilizing the District’s staffing program.

31.8 PHYSICIAN RELEASE

If the member’s condition prevented the member from performing the duties of the position, the District may request a written statement by a care provider licensed in the State of Oregon certifying that the member is now physically fit to resume the performance of these duties.

31.9 USAGE GUIDELINES

Sick leave benefits are to be used for absences from work for any of the following reasons:

- a. For a member or family member’s physical or mental illness, injury, or health condition, or need for medical diagnosis of these conditions, or need for preventive medical care or treatment.
- b. To care for an infant or newly adopted child under 18, or for a newly placed foster child under 18, or for a child over 18 if the child is incapable of self-care because of a mental or physical disability.
- c. To care for a family member with a serious health condition.
- d. To recover from or seek treatment for a serious health condition that renders the member unable to perform at least one (1) of the essential functions of the member’s position.
- e. To care for a child of the member who is suffering from a non-serious illness, injury, or condition.
- f. To deal with the death of a family member by attending the funeral, making arrangements necessitated by the death of a family member, or grieving the death of a family member.
- g. For any purpose covered by Oregon’s domestic violence leave rules, such as to seek legal or law enforcement assistance or remedies to ensure the health and safety of the member or the member’s minor

child or dependent for proceedings related to domestic violence, harassment, sexual assault, or stalking and/or to seek medical treatment, recover from injuries, or obtain services related to domestic violence, sexual assault, harassment or stalking incidents to the member or member's minor child or dependent.

- h. Certain public health emergencies.
- i. For any other reason as specified by state or federal law.

31.10 DEATH OF A FAMILY MEMBER

In the event the death of a family member of a 40 hour member in the Bargaining Unit, the member shall be granted leave with pay as follows:

The District will provide 48 hours of bereavement leave to be applied to the maximum allowable time under Oregon leave laws. The member is eligible to utilize sick leave for the remainder of the allowable time.

DEFINITION OF FAMILY MEMBER

Family member is defined to be:

A spouse or domestic partner;

A child of a covered individual or the child's spouse or domestic partner;

A parent of a covered individual or the parent's spouse or domestic partner;

A sibling or stepsibling of a covered individual or the sibling's or stepsibling's spouse of domestic partner;

A grandparent of a covered individual or the grandparent's spouse or domestic partner;

A grandchild of a covered individual or the grandchild's spouse or domestic partner;

Any individual related by blood or affinity whose close association with a covered individual is the equivalent of a family relationship.

DEVIATIONS

The Fire Chief shall administer the use of bereavement leave and within reasonable limitations shall have the right to deviate from this policy when the situation warrants.

31.11 ON CALL DUTY INVESTIGATOR

a. ON CALL FIRE INVESTIGATOR

An annual on-call fire investigation schedule shall be maintained by the District in accordance with District policy. Deputy Fire Marshals will be the primary personnel serving in this on-call role. Other qualified Fire and Life Safety or 56-hour personnel may fill vacancies in the schedule as approved by the District. Members are allowed to exchange on-call working times.

b. ON CALL FIRE INVESTIGATOR PAY

Members serving in the on-call fire investigator position shall be compensated \$5.00/hour for all hours on-call outside of their on-duty work hours.

c. ON CALL INVESTIGATOR VEHICLE

On-Call Fire Investigator will have use of a District vehicle, subject to compliance with District policy.

31.12 ON CALL DUTY OFFICER SCHEDULE

a. ON CALL DUTY OFFICER SCHEDULE

An annual Duty Officer schedule shall be maintained in accordance with District policy. Chief Officers qualifying for Duty Officer assignment may be included in the rotation and subject to performance requirements of the Duty Officer position.

b. ON CALL DUTY OFFICER PAY

Members serving in the on-call duty officer position shall be compensated \$5.00/hour for all hours outside of their on-duty work hours.

c. ON CALL DUTY OFFICER VEHICLE

The on-call Duty Officer will have use of a District vehicle, subject to compliance with District policy.

ARTICLE 32

COMPANY / SHIFT BIDDING

32.1 AUTHORITY AND RESPONSIBILITY

- a. Company/Shift assignment shall be accomplished by a Time-In-Grade bid system. This Article shall apply to the positions of Battalion Chief, Fire Captain, Fire Engineer, and Firefighter.
- b. Time-in-grade shall be defined as the date of appointment as a Battalion Chief, Fire Captain, Fire Engineer, or Firefighter. In cases where multiple members share an appointment date, the ranking on the promotional register will decide the order.
- c. The bid process will be conducted jointly by the Operations Chief and the Union President (or their representatives).

32.2 TWO YEAR CYCLE

- a. Bidding will be open once every two (2) years and will take place during the month of August of even years.
- b. New assignments shall be effective on the first day of the first FLSA cycle in January of odd years.
- c. The District will publish the new start date for each Shift on the initial vacation sign-up sheet that is distributed in September of even years.

32.3 BID PROCESS

- a. Battalion Chief will bid first.
- b. Captains will bid second.
- c. The bid process will pause for the District to insert current Probationary Firefighters.
If the District allows current Probationary Firefighters to control their own bid it will be treated on a case-by-case basis and will not constitute past practice either way.
- d. The bid process will pause for the District to numerically rank each Captain on each shift to designate the order that Probationary Firefighters will be assigned should any be hired/assigned to that shift during the upcoming bid cycle. All Captains are subject to the assignment of a Probationary Firefighter. Probationary Firefighter shift assignments are at the discretion of the District.
- e. Engineers will bid.
- f. Firefighters will bid.

32.4 PARAMEDIC MINIMUM BID

Each company will receive a minimum of one (1) paramedic during the bid process. If an inadequate number of paramedics are available to reach this minimum, then the RVPFF and the District will meet and confer to establish new paramedic bid criteria.

32.5 25% SPECIALTY RULE

- a. The following specialties will be spread across all three (3) shifts using the 25% specialty rule.
 1. Technical Rescue Team (TRT) members – 25% of team members on each shift.
 2. Paramedics, EMT Intermediate, and AEMT's – 25% of the combined total will be distributed across each shift. *Example: 20 Paramedics + 7 EMT Intermediates + 1 AEMT = 28 (28 X 25% =7) TOTAL of 7 distributed across each shift, 4 Paramedics (1 per company) + 3 Paramedics, EMT Intermediates, or AEMT's.*
 3. Firefighters who act as Engineer – 25% of Promotional Register + Firefighters on Certified list.
 4. Firefighters and Engineers who act as Captain – 25% of Promotional Register + Certified list.
- b. The 25% total shall be rounded down to the nearest whole number. Example: 11 TRT members = 2.75 per shift. This becomes 2 TRT members per shift minimum.

- c. The District and the RVPFF representatives will monitor the bid process to ensure that no pick is made which would preclude the minimum specialty requirement from being met. In this case the bid process will pause, and the member will be contacted and advised to re-bid.

32.6 RE-BID RESTRICTION

The District may restrict re-bidding the same station or Captain after two (2) consecutive bid cycles. The restriction of station or Captain applies to all members of the Bargaining Unit. In the event of this restriction the Bargaining Unit shall be notified prior to the new bid beginning.

32.7 PROMOTION TRANSFERS

- a. Members promoted to Battalion Chief, Captain, or Engineer will assume the vacated position.
- b. If a paramedic is needed on a company after a member vacates a position and the member promoted to take that spot is not a paramedic, and there are no voluntary transfer requests from a double paramedic company, then the least senior, non-probationary firefighter/paramedic on a double paramedic company will be transferred to that company, thus displacing the non-paramedic firefighter already there. In the event multiple transfer requests are received, seniority will prevail.
- c. If an adequate number of firefighter/paramedics are not available to accommodate this transfer, then the RVPFF and the District will meet and confer to establish new criteria.
- d. In the event when multiple, simultaneous promotions occur, then the RVPFF and the District will meet and confer to discuss the least impactful method to fill the vacancies.

32.8 PROBATIONARY FIREFIGHTER

- a. The District may adjust probationary firefighter assignments during the probationary period.
- b. As an extension of professional courtesy, the District will inform the Union President of any reassignments prior to the affected member(s) being notified so that the RVPFF may offer input as to how best minimize the impact, including transfer dates for all affected members.

32.9 MEMBERS DISPLACED BY A PROBATIONARY FIREFIGHTER MID-CYCLE

In this event, the displaced member will be moved back to their previous assignment at the completion of the probationary firefighter's final exam, if the displaced member so chooses.

32.10 SENIORITY LIST

The District shall maintain a seniority list for personnel by time-in-grade. This list shall be separate from the date of hire seniority list.

32.11 COMPANY / SHIFT BID ADJUSTMENT

- a. It is acknowledged by the RVPFF that the District may adjust company/shift assignments for special situations such as documented training, performance development, or safety matters; however, such assignment shall not be arbitrarily adjusted. It is acknowledged by the District that company/shift reassignment is the last resort and should only be utilized when other methods were not effective. Shift to shift transfers should be avoided.
- b. The District may transfer personnel between shifts to balance staffing needs.
- c. All transfers shall be as temporary as possible; however, the interests of the affected parties will be considered when Labor and Management meet to determine the possible return to their original assignments.
- d. As an extension of professional courtesy, the District will inform the Union President of any reassignments prior to the affected member(s) being notified so that the RVPFF may offer input as to how best minimize the impact, including transfer dates, for all affected members.

ARTICLE 33

COMMUNITY CARE PROVIDER

33.1 HOURS OF WORK – 40 HOUR

The hours of work for members in this category shall be 0700-1830 hours. Sunday-Saturday incorporating the following rotation: 2 on – 2 off; 3 on – 2 off; 2 on – 3 off. The full working day is 11.5 hours with a one (1) hour compensable lunch and will be contiguous. The Community Care Providers (CCP) will remain available for response to incidents during the compensated lunch time.

- a. For a member with an average workweek of 40 hours, the regular hourly rate of pay shall be the monthly rate divided by 173.3.
- b. The District may adjust start/end times on a temporary basis with notification to the member seven (7) days in advance. The notification will include the reason and the return date to the previously agreed upon schedule.
- c. Hours of work may be changed to a different schedule, or otherwise, by mutual agreement between the District and the RVPFF.

33.2 COMPENSATION

Refer to Article 3.1 for the salary schedule for each position in the Bargaining Unit for the period of July 1, 2024 through June 30, 2025.

Regular, full-time members of the District shall be eligible for consideration for time-in-grade merit pay increases following satisfactory performance evaluations by supervisors as follows:

- a. To the “B” step of the salary schedule after completion of 12 months of consecutive service in the “A” step.
- b. To the “C” step of the salary schedule after completion of 12 months of continuous service in the “B” step.
- c. To the “D” step of the salary schedule after completion of 12 months of continuous service in the “C” step.
- d. To the “E” step of the salary schedule after completion of 12 months of continuous service in the “D” step.

33.3 INSURANCE & RETIREMENT

The Community Care Providers are eligible for the same benefits established within the Collective Bargaining Agreement, Articles 12 and 13.

33.4 OVERTIME

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

Community Care Providers will not be eligible to fill vacancies created within the suppression force. The CCP is eligible for emergency callback in accordance with the essential functions of their position.

33.5 EMS INCENTIVE

Community Care Provider EMT’s who are licensed as AEMT shall receive in addition to the compensation and benefits provided in this Agreement, three percent (3%) per month of their current salary step.

Community Care Provider EMT’s who are licensed as EMT Intermediate shall receive, in addition to the compensation and benefits provided in this Agreement, five percent (5%) per month of their current salary step.

To maintain the incentive provided in this section, the member must meet the minimum State of Oregon and local requirements necessary for the respective EMT level.

33.6 EDUCATION INCENTIVE

Members who acquire an Associate degree shall receive, in addition to the compensation and benefits provided in this Agreement, one percent (1%) per month of their current salary step.

Members who acquire a Bachelor degree shall receive, in addition to the compensation and benefits provided in this Agreement, two percent (2%) per month of their current salary step.

No member shall receive educational incentives totaling more than two percent (2%). Each member is entitled to receive an education incentive for a maximum of one (1) degree. It is the responsibility of the member to notify Administration of such acquisition.

33.7 ATTENDANCE AT CASE REVIEW, TRAINING AND EDUCATION

When members attend case reviews while off duty, the District shall compensate the member for the time spent in attendance and in accordance with Article 7.3 and 33.4.

33.8 HOLIDAY COMPENSATION

In observance of Holidays, full-time members shall be entitled to the provision of Article 31.2.

33.9 VACATION

All vacations shall be scheduled and taken in accordance with the best interests of the District. The only vacation hours that shall be charged against any member's accrued vacation shall be those hours that the member is regularly scheduled to work. Members are restricted from taking vacation time within the first year of employment; however, with approval of their supervisor, members may take accrued vacation time after the first six (6) months of employment.

Regular, full-time members in the Bargaining Unit with an average regular workweek of 40 hours shall accrue annual vacation with pay as follows in accordance with the following provisions:

- a. For the first two (2) years of continuous full-time service, such members shall accrue paid vacation at a rate of 2.77 hours each complete bi-weekly pay period (72 hours).
- b. Upon completion of two (2) years of continuous full-time service, such members shall accrue paid vacation at a rate of 4.62 hours for each complete bi-weekly pay period (120 hours).
- c. Upon completion of four (4) years of continuous full-time service, such members shall accrue paid vacation at a rate of 5.85 hours for each complete bi-weekly pay period (152 hours).
- d. Upon completion of nine (9) or more years of continuous full-time service, such members shall accrue paid vacation at the rate of 7.23 hours for each complete bi-weekly pay period (188 hours).
- e. Upon completion of fifteen (15) or more years of continuous full-time service, such members shall accrue paid vacation at the rate of 8.62 hours for each complete bi-weekly pay period (224 hours).
- f. Upon completion of twenty (20) or more years of continuous full-time service, such members shall accrue paid vacation at the rate of 9.85 hours for each complete bi-weekly pay period (256 hours).

| Community Care Providers | | | | | | |
|---------------------------------|-----------|-----------|-----------|-------------|-------------|------------|
| Full Time Service | 0-2 Years | 3-4 Years | 5-9 Years | 10-15 Years | 16-20 Years | 21 + Years |
| Annual Accrual | 72 | 120 | 152 | 188 | 224 | 256 |
| Biweekly Accrual | 2.77 | 4.62 | 5.85 | 7.23 | 8.62 | 9.85 |

33.10 SELL BACK OF VACATION LEAVE

Members may elect to convert accrued vacation leave in accordance with Article 9.14.

33.11 EXCHANGE OF TIME

Community Care Providers (CCP) are allowed exchange of working time as follows:

Community Care Provider EMT can exchange with a CCP EMT, AEMT, or EMT Intermediate.

Community Care Provider Paramedic can exchange with a CCP Paramedic.

Exchange of time shall be for a minimum of five (5) hours and be contiguous with the beginning or end time of the shift.

33.12 SICK LEAVE

OPSRP members in the Bargaining Unit shall accrue sick leave with pay in accordance with the following provisions:

- a. Regular full-time members in the Bargaining Unit with an average regular workweek of 40 hours shall accrue paid sick leave at the bi-weekly rate of 11.5 hours for each complete month of service (138 hours annually).

| OPSRP 40 Hour Sick Leave Accrual | |
|---|---------------|
| Monthly | Annual |
| 11.5 hours | 138 hours |

- b. OPSRP members in the Bargaining Unit in their first year of employment will be allowed to utilize their sick leave under the sick leave usage guidelines, up to their annual accrual amount. If usage taken exceeds accrual earned, those hours in excess will show as a negative accrual balance.
- c. Paid sick leave shall continue to accrue in accordance with the above provisions during any period of leave with pay.

33.13 USAGE GUIDELINES

Sick leave benefits are to be used for absences from work for any of the following reasons:

- a. For a member or family member's physical or mental illness, injury, or health condition, or need for medical diagnosis of these conditions, or need for preventive medical care or treatment.
- b. To care for an infant or newly adopted child under 18, or for a newly placed foster child under 18, or for a child over 18 if the child is incapable of self-care because of a mental or physical disability.
- c. To care for a family member with a serious health condition.
- d. To recover from or seek treatment for a serious health condition that renders the member unable to perform at least one (1) of the essential functions of the member's position.
- e. To care for a child of the member who is suffering from a non-serious illness, injury, or condition.
- f. To deal with the death of a family member by attending the funeral, making arrangements necessitated by the death of a family member, or grieving the death of a family member.
- g. For any purpose covered by Oregon's domestic violence leave rules, such as to seek legal or law enforcement assistance or remedies to ensure the health and safety of the member or the member's minor child or dependent for proceedings related to domestic violence, harassment, sexual assault, or stalking and/or to seek medical treatment, recover from injuries, or obtain services related to domestic violence, sexual assault, harassment or stalking incidents to the member or member's minor child or dependent.
- h. Certain public health emergencies
- i. For any reason as specified by state or federal law.

33.14 NOTIFICATION

For **immediate sick leave** a member who cannot perform assigned duties due to a reason stated under Usage Guidelines, shall inform their immediate supervisor or Battalion Chief, if supervisor cannot be contacted, of the utilization of sick leave as soon as possible, preferably one (1) hour prior to the scheduled time for reporting for duty.

For **foreseeable sick leave** (e.g. scheduled appointments, treatments, etc.), notification of such leave should be requested at least ten (10) days in advance, or as soon as practical if less than ten (10) days, utilizing the District's staffing program.

33.15 PHYSICIAN RELEASE

If the member's condition prevented the member from performing the duties of the position, the District may request a written statement by a care provider licensed in the State of Oregon certifying that the member is now physically fit to resume the performance of these duties.

33.16 DEATH OF A FAMILY MEMBER

In the event of the death of a family member, the member shall be granted leave with pay as follows: The District will provide 48 hours of bereavement leave to be applied to the maximum allowable time under Oregon leave laws. The member is eligible to utilize sick leave for the remainder of the allowable time.

DEFINITION OF FAMILY MEMBER

A family member is defined to be:

A spouse or domestic partner;

A child of a covered individual or the child's spouse or domestic partner;

A parent of a covered individual or the parent's spouse or domestic partner;

A sibling or stepsibling of a covered individual or the sibling's or stepsibling's spouse or domestic partner;

A grandparent of a covered individual or the grandparent's spouse or domestic partner;

A grandchild of a covered individual or the grandchild's spouse or domestic partner;

Any individual related by blood or affinity whose close association with a covered individual is the equivalent of a family relationship.

DEVIATIONS

The Fire Chief shall administer the use of bereavement leave and within reasonable limitations shall have the right to deviate from this policy when the situation warrants.

33.17 EMS RECERTIFICATION

The District shall pay the recertification fees for all EMTs who complete the continuing education standards as set by the Oregon EMS & Trauma Systems and the District. All recertification-related forms, instructions, and applications requested by the District must be completed and submitted by the member by the deadlines indicated by the District.

33.18 ENTRANCE AND PROMOTIONS

Community Care Providers will not automatically be granted a suppression position when a vacancy is created nor are eligible to compete for a represented promotable position outside of the Community Care Program. These members are eligible to apply and compete in a civil service process if they meet the minimum requirements.

33.19 PROBATION

Newly hired members will be subject to a twelve (12) month probationary period during which the grievance procedure for dismissal is not available.

ARTICLE 34

PERSONAL LEAVE FOR TIER 1 / TIER 2 MEMBERS

34.1 ACCRUAL RATES

Tier 1 and Tier 2 regular full-time members in the Bargaining Unit with an average regular workweek of:

- a. 56 hours shall accrue paid personal time off at the bi-weekly rate of 3.69 hours or eight (8) hours for each complete month of service (96 hours annually).

| T1/T2 56 Hour Personal Leave Accrual | |
|---|---------------|
| Monthly | Annual |
| 8 hours | 96 hours |

- b. 40 hours shall accrue paid personal time off at the bi-weekly rate of 1.62 hours or 3.5 hours for each complete month of service (42 hours annually).

| T1/T2 40 Hour Personal Leave Accrual | |
|---|---------------|
| Monthly | Annual |
| 3.5 hours | 42 hours |

34.2 PERSONAL LEAVE FORFEITURE

Each member shall have one (1) hour deducted from accrued personal leave for each hour of personal leave taken.

34.3 HOURS

The only personal leave hours that shall be charged against any member's accrued personal leave shall be those hours that a member is regularly scheduled to work.

34.4 ACCRUALS

Personal leave that is accrued but not taken shall be accumulated. Personal leave is not payable at separation of service.

34.5 USAGE GUIDELINES

Members are allowed to use personal leave for medical situations including OFLA/FMLA qualifying events in accordance with the Family Medical Leave Policy.

Members are not to use personal leave for their own general illness or injury unless the member's sick leave bank has been exhausted. The minimum amount of personal leave that may be taken, not including qualifying medical events where written documentation by a licensed care provider has been provided to the District, is 24 hours.

34.6 NOTIFICATION

For personal leave usage related to medical situations, the member shall inform the on-duty Battalion Chief of the utilization of leave as soon as possible. For personal leave usage related to an OFLA/FMLA the member shall inform HR at least thirty (30) days in advance, or as soon as practical if less than thirty (30) days, in accordance with the Family Medical Leave Policy.

34.7 TERMINATION

After the last Tier 1 / Tier 2 member has separated service from the District, personal leave will no longer be offered.

ARTICLE 35

ON THE JOB SAFETY

35.1 SAFETY

The District agrees to abide by all applicable Federal and State safety regulations. The District agrees to maintain a reporting procedure for safety concerns expressed by the members of the District. The District agrees to work with the designated Safety Committee to address on-the-job safety concerns.

35.2 EQUIPMENT

The District agrees to provide members with equipment to perform their duties. The District does not agree to maintain, repair, replace, or reimburse any member for personal equipment used by the member during duty hours which was damaged or stolen. Members may be allowed to provide de minimis personal equipment for duty use.

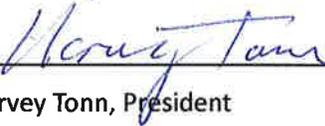
This AGREEMENT is hereby jointly agreed upon and shall be administered accordingly from its date of execution to and including June 30, 2027. In witness whereof, the parties hereunto set their hands.

FIRE DISTRICT 3 – BOARD OF DIRECTORS

DATE: 6/20, 2024

BY: , Director
Tim Snaith, Secretary/Treasurer

DATE: 6/20, 2024

BY: , Director
Harvey Tonn, President

ROGUE VALLEY PROFESSIONAL FIRE FIGHTERS – LOCAL 1817

DATE: 7/02, 2024

BY: , President
Brian Anders

DATE: 6/24, 2024

BY: , Secretary
Travis Linville

**Memorandum of Agreement
Between
Rogue Valley Professional Firefighters and Jackson County Fire District 3
July 1, 2024**

2024-27 Collective Bargaining Agreement Corrections

Fire District 3 (The District) and Rogue Valley Professional Firefighters, Local 1817 (RVPFF) enter into this Memorandum of Agreement (MOA) to correct errors and add clarity to exiting language within the 2024-27 Collective Bargaining agreement. Language within Articles 7.10, 22.1, 31.1, 31.10, 33.1, 33.4, 33.9, 33.11, 33.14, and 33.16. Pursuant to this agreement, the 2024-2027 CBA will remain unchanged with the following exceptions:

7.10 OPERATIONAL SUPPORT ASSIGNMENT INCENTIVE

A member of the Bargaining Unit that has accepted an approved operational support assignment will receive a salary increase of two percent (2%) (percentages based on E step of Firefighter range). Members performing more than one OSA will be compensated for one.

22.1 PROCEDURE

Members of the District with an average regular work week of 56 hours are allowed exchange of working time. Two (2) types of exchanges are available to members; advanced and immediate.

a. Advanced exchanges shall be an exchange with any other member regardless of rank. Requests for advanced exchanges shall be submitted in accordance with District procedure by 0600 hours prior to the member's battalion going off duty and are subject to all provisions listed in Article 22.

31.1 HOURS OF WORK – 40 HOUR

All authorized accrued leave (vacation, sick, holiday, et all) **shall not** be counted as "hours worked" when computing overtime pay.

31.10 DEATH OF A FAMILY MEMBER

In the event the death of a family member, the member shall be granted leave with pay as follows: The District will provide 24 hours of bereavement leave to be applied to the maximum allowable time under Oregon leave laws. The member is eligible to utilize sick leave for the remainder of the allowable time.

33.1 HOURS OF WORK – 40 HOUR

The hours of work for members in this category shall be 0730-1830 hours. Friday-Thursday incorporating the following rotation: 2 on – 2 off; 3 on – 2 off; 2 on – 3 off, where the 3 days are Saturday, Sunday Monday. The full working day is 11 hours, with a one (1) hour compensable lunch and will be contiguous. The Community Care Providers (CCP) will remain available for response to incidents during the compensated lunch time.

33.4 OVERTIME

Time worked in excess of the regular work week, workday, 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.

All authorized accrued leave (vacation, sick, holiday, et all) **shall not** be counted as "hours worked" when computing overtime pay.

Community Care Providers will not be eligible to fill vacancies created within the suppression force. The CCP is eligible for emergency callback in accordance with the essential functions of their position.

33.9 VACATION

Community Care Team members are restricted from taking vacation time within the first year of employment; however, with approval of their supervisor, members may take accrued vacation time after the first six (6) months of employment. Requests for vacation shall be submitted to the Battalion Chief using the District's current electronic staffing application at least four (4) calendar days prior to the date of the leave.

Vacation leave requests submitted less than four (4) calendar days prior to the date of the leave may be considered on a case-by-case basis by the Battalion Chief.

33.11 EXCHANGE OF TIME

Community Care Providers (CCP) are allowed exchange of working time as follows:

Community Care Provider EMT can exchange with a CCP EMT, AEMT, or EMT Intermediate.

Community Care Provider Paramedic can exchange with a CCP Paramedic.

Exchange of time shall be for a minimum of five (5) hours and be contiguous with the beginning or end time of the shift. Exchanges shall be conducted in accordance with Article 22.2 -9 and do not count towards hours worked in consideration of overtime.

33.14 NOTIFICATION

For **immediate sick leave**, a member who cannot perform their assigned duties due to a reason stated above, shall inform the on-duty Battalion Chief in accordance with District procedure of the utilization of sick leave as soon as possible, preferably one (1) hour, prior to the scheduled time for reporting for duty.

33.16 DEATH OF A FAMILY MEMBER

In the event of the death of a family member, the member shall be granted leave with pay as follows: The District will provide 24 hours of bereavement leave to be applied to the maximum allowable time under Oregon leave laws. The member is eligible to utilize sick leave for the remainder of the allowable time.

Signed on this date 7-3-24 AND agreed upon by,



Brian Anders, President
Rogue Valley Professional Firefighters Local 1817



Mike Hussey, Fire Chief
Fire District 3