

**Memorandum of Agreement
Between
Rogue Valley Professional Firefighters,
IAFF L#2596,
Jackson County Fire District 3 and
Jackson County Fire District 5**

Establishing

Transfer of Jackson County Fire District 5 Employees to Fire District 3

Jackson County Fire District 3 (District 3), Jackson County Fire District 5 (District 5), Rogue Valley Professional Firefighters local #1817 and International Association of Firefighters local #2596 enter into this Memorandum of Agreement (MOA) to establish the secure transfer of District 5 employees to District 3. Pursuant to this agreement, the 2024-2027 CBA will remain unchanged unless otherwise established by additional MOA's.

All parties agree the following provisions will be included in the final Intergovernmental Agreement between Jackson County Fire District 3 and Jackson County Fire District 5, and:

The agreed provisions of transfer become effective January 1, 2027.

Signed on this date _____ AND agreed upon by,

Brian Anders, President
Rogue Valley Professional Firefighters Local 1817

Brady Graham, President
IAFF L2596

Mike Hussey, Fire Chief
Fire District 3 & Fire District 5

FIRE DISTRICT 3 – FIRE DISTRICT 5 INTERGOVERNMENTAL AGREEMENT

APPENDIX B: EMPLOYEE TRANSFER

Transfer of Employees

1. Up to twenty-two full-time employees of District 5, employed at the time this AGREEMENT is executed, shall transfer to District 3 at the start of the term at 8:00 a.m. and shall become full-time employees of District 3. Employees' transfer rights will be determined per ORS 236.605 to 236.640 and the terms of any applicable collective bargaining agreement. This transfer shall occur without additional civil service examination.
2. No later than seven (7) days before the transfer date, District 5 will provide District 3 with the personnel file/employment records of all transferred personnel, in custody of District 5.
3. The transferred employees will be subject to the District 3 labor agreement.

Position Classification

1. Both District 3 & District 5 utilize position classifications as follows: Division Chief, Captain, Engineer, Firefighter.
2. Transferred employees will be placed in the same rank (classification) as permanently held upon the date of transfer at District 5.
3. Classification step increases will be based on the original promotional date of the transferring employee.

Wages

1. Transferred employees will not have their salary reduced below their District 5 salary, as of the date of transfer, for the first twelve months of District employment.
2. Transferred employees will be placed in the salary scale at the first step that does not constitute a reduction in salary, as depicted in Appendix C – District 5 Employee Wage and Classification Crosswalk.
3. Transferred employees shall be eligible for time in grade step increases, in accordance with Article 4.4 until Step E is achieved. The anniversary date for in-grade step increases shall be January 1, or as otherwise established by recently hired or promoted members.

Accrued Leaves

1. Transferring employees unused sick leave balance will transfer to employment at District 3.
2. Employees may transfer up to one hundred forty-four (144) hours of accrued vacation leave, or 50% of their accrual balance on November 30, whichever is greater.
3. Employees must indicate elections on or before November 1, 2026.
4. Any vacation or sick leave used by a transferring employee between election date and transfer date will result in a reduction of the balance by an equivalent number of hours. No employee will be permitted to exceed their accrued vacation leave or sick leave hours balance.
5. Upon transfer, District 5 will liquidate and pay out to the transferring employee, all remaining compensatory time and any vacation leave balance beyond which is transferred to employment at District 3, consistent with any applicable statute and/or applicable collective bargaining agreement.

6. District 5 agrees to remunerate District 3, by January 30, 2027, a sum equal to the number of hours of sick leave and vacation leave retained by each transferred employee, times the employee's new hourly rate of pay as established by District 3 collective bargaining agreement.

Seniority

1. Seniority of transferring employees will be in accordance with ORS 236.620(1)(c). Transferring employees shall retain seniority by hire date and promotion date, if applicable, accrued while employed by District 5. Effective on the Date of Transfer and pursuant to ORS 236.620 (1),
 - a. Transferring Employees will be placed on District 3's employee roster and the roster shall be consolidated into a single, merged seniority list. The transferred employees shall maintain their District 5 date of hire (seniority) for purposes of determining benefits, layoffs, and leave accrual and selection. No District 3 employees shall be demoted or laid off by reason of merging of seniority at the time transfer occurs.
 - b. Transferring employees will additionally be placed on District 3's seniority by rank (classification) roster and the roster shall be consolidated into a single, merged seniority list (Appendix C). The transferred employees shall maintain their District 5 date of promotion seniority for purposes of determining shift bidding.
 - c. Transferred employees serving a probationary (trial) period with District 5 at the time of transfer, will receive credit for time of service and applied to the regular probation requirements. Trial period employees will be subject to the standards, evaluation and probationary standards of District 3.
2. If a transferring employee and a current District 3 employee have the same classification seniority, seniority shall be determined by each employee's date of hire. If the dates of hire are the same, seniority shall be determined by the date of job offer. If the job offer dates are the same, the transferring employee shall be placed below District 3 employee on the seniority list.
3. For employees hired by District 5 prior to July 1, 2011, Article 23 shall apply.

Holidays

1. District 3 will post a signup sheet by February 1, allowing employees to indicate their choice of 173 hours in time off or compensation. Hours elected as time off will be posted July 1, 2027. Hours requested in compensation will be paid in accordance with Article 8.3.

Fire District 3 Standards

1. The transferred employees shall be subject to all District 3 employment standards, policies, position descriptions and procedures and the applicable District 3 collective bargaining agreement as of the date of transfer.
2. Following the date of transfer, a transferred employee will accrue and be granted leave according to the rules of District 3 or any applicable District 3 collective bargaining agreement.
3. Following the date of transfer, transferred District 5 employees will be subject to the same privileges, including benefits, hours, and conditions of employment, and will be subject to the same regulations, as other District 3 employees.

Retirement

1. The parties agree that both entities participate in PERS, and therefore ORS 238.231

does not apply. Pursuant to ORS 236.610(7) both parties acknowledge that there shall be no unfunded liability or surplus paid or credited to or by the other party for the employee transfers, and pursuant to ORS 236.620(1)(b) transferring employees shall continue their existing PERS status. Therefore, no election need be made regarding participation in a retirement system.

2. Allocation of PERS Liability / Assets pursuant to ORS 236.610(7) and 238.231. The Public Employees Retirement System ("PERS") employer actuarial liabilities and assets of the transferred employees remain the responsibility of District 5. For the purposes of this section, "PERS employer actuarial assets" and "PERS employer actuarial liabilities" have the meanings set forth in Oregon Administrative Rule 459-009-0350.
3. The parties agree that all PERS employer assets and liabilities based on PERS-covered service of the transferring employees from their date of hire with District 5 through the last date of District 5 employment, shall be attributable to and the responsibility of District 5, and all PERS employer assets and liabilities based on PERS-covered service of the transferring employees on and after the Service Date, shall be attributable to District 3.

Health, Dental, Vision & Insurance benefits

1. Upon transfer, District 3 agrees to provide transferring employees the health insurance and benefits, hours, conditions, and privileges, as its other similarly classified employees, subject to the same collective bargaining agreement, current and into the future.

Other Terms

1. This AGREEMENT represents the entire agreement of terms transferring employment of the parties and supersedes all prior oral or written understandings, statements, representations, or promises regarding the impact of the transfer of District 5 employees to District 3. The parties expressly represent that there are no other understandings, representations, or agreements between them relative to the subject matter of this Agreement, except as set forth in this AGREEMENT.
2. At the end of this AGREEMENT, any employees or volunteers transferred under this AGREEMENT shall be subject to ORS 236.640, which provides a right of return to the original employer if the employee so desires.

APPENDIX C : JCFD5 EMPLOYEE WAGE AND CLASSIFICATION CROSSWALK

EMPLOYEE	EFFECTIVE DATE	JCFD5 CLASSIFICATION / STEP	FD5 monthly salary	FD3 monthly salary	JCFD3 CLASSIFICATION / STEP	EFFECTIVE DATE	Years of Service As of 1/1/2027
Boylan, Bill	7/1/2011	ENG 3	\$ 8,305	\$ 8,633	ENG D	1/1/2027	34 Years
Botenko, Sergei	8/11/2026	FF 2	\$ 5,459	\$ 6,750	FF A	1/1/2027	1 Year
Buckingham, Andy	7/2/2026	CAP 3	\$ 9,135	\$ 9,460	CAP C	1/1/2027	11 Years
Cafferty, Travis	8/11/2026	FF 2	\$ 5,459	\$ 6,750	FF A	1/1/2027	1 Year
Cote, Winston	11/4/2014	ENG 3	\$ 8,305	\$ 8,633	ENG D	1/1/2027	15 Years
Deupree, Cameron	7/6/2026	ENG 1	\$ 7,852	\$ 8,221	ENG C	1/1/2027	> 1
Gavin, Jonathan	5/18/2026	CAP 1	\$ 8,637	\$ 9,010	CAP B	1/1/2027	15 Years
Gonzalez, Albaro	7/9/2026	ENG 3	\$ 8,305	\$ 8,633	ENG D	1/1/2027	4 years
Goss, Marcus	4/20/2015	ENG 3	\$ 8,305	\$ 8,633	ENG D	1/1/2027	21 Years
Graham, Brady	2/17/2026	CAP 3	\$ 9,135	\$ 9,460	CAP C	1/1/2027	16 Years
Hall, Dan	4/13/2015	CAP 3	\$ 9,135	\$ 9,460	CAP C	1/1/2027	11 Years
Halley, Tony	3/24/2012	CAP 3	\$ 9,135	\$ 9,460	CAP C	1/1/2027	22 Years
Hilliker, Matt	1/1/2024	CAP 3	\$ 9,135	\$ 9,460	CAP C	1/1/2027	14 Years
Humphrey, Kyle	1/31/2025	FF 6	\$ 7,402	\$ 7,442	FF C	1/1/2027	4 years
Incerty, Anthony	4/11/2026	ENG 2	\$ 8,078	\$ 8,221	ENG C	1/1/2027	4 years
Johnson, James	1/1/2024	CAP 3	\$ 9,135	\$ 9,460	CAP C	1/1/2027	13 Years
McEvoy, James	5/19/2026	CAP 3	\$ 8,637	\$ 9,010	CAP B	1/1/2027	14 Years
Roland, Kerry	1/1/2022	ENG 3	\$ 8,305	\$ 8,633	ENG D	1/1/2027	19 Years
Ryerson, Tanner	2/19/2026	ENG 3	\$ 8,305	\$ 8,633	ENG D	1/1/2027	4 years
Weidman, Brian	4/6/2017	CAP 3	\$ 9,135	\$ 9,460	CAP C	1/1/2027	16 Years
Willis, Chris	7/6/2026	ENG 1	\$ 7,852	\$ 8,221	ENG D	1/1/2027	> 1

APPENDIX D: REPRESENTED EMPLOYEE SENIORITY CHART

BY HIRE DATE

	NAME	HIRE DATE
1	Bill Boylan	1/16/1992
2	Jason Allen	1/2/2001
3	Dan Mahar	6/11/2002
4	John Hull	6/11/2002
5	Adam Chenoweth	2/4/2003
6	Stephen Ede	2/4/2003
7	Javier Lopez	4/8/2003
8	Bryan Cohee	4/8/2003
9	Damonn Hoffman	4/8/2003
10	Scott Downing	7/19/2004
11	Tony Halley	12/29/2004
12	Allyson Jeffs	1/25/2005
13	Aaron Backus	1/25/2005
14	Marcus Goss	9/20/2005
15	Nathan Smith	9/5/2006
16	Kerry Roland	8/17/2007
17	Brian Simonsen	10/8/2007
18	Eric Merrill	5/5/2008
19	Don Manning	5/5/2008
20	Andy Cardinal	7/15/2009
21	Brian Weidman	6/4/2010
22	Brady Graham	8/12/2010
23	Cody Clark	9/17/2010
24	Steve Darnell	2/3/2011
25	Winston Cote	3/11/2011
26	Jonathon Gavin	12/2/2011
27	Manny Gobel	2/27/2012
28	Ben Kennedy	2/27/2012
29	Matt Hilliker	6/1/2012
30	James McEvoy	7/1/2012
31	Mark Northrop	9/24/2012
32	Tyler Lockwood	4/8/2013
33	Alex Cummings	4/8/2013
34	Mark Tomasello	4/8/2013
35	Clayton Mattson	4/8/2013
36	Jimmy Johnson	5/2/2013
37	Patrick Bailey	6/9/2014
38	Brian Anders	6/9/2014
39	Dan Hall	4/13/2015

Levi Swillinger	5/18/2015
Connor Tacchini	5/18/2015
Andy Buckingham	6/1/2015
Court Gordon	2/3/2020
Derik Persons	2/3/2020
Junior Osorio	2/3/2020
Travis Linville	2/3/2020
Michelle Frazier	5/26/2020
Andrew Bates	2/1/2021
Cole Hornbrook	3/22/2021
Neil Clooney	3/22/2021
Jared Nichols	3/22/2021
Kyle Humphrey	1/31/2022
Tanner Ryerson	1/31/2022
Albaro Gonzalez	1/31/2022
Tony Incerty	1/31/2022
Jared Hooper	4/4/2022
Garrett Byrd	4/4/2022
Collin Lee	4/4/2022
Evan Caldwell	4/4/2022
Ethan Miller	4/4/2022
Jesse Kalman	4/4/2022
Jacob Petty	6/27/2022
Chad LaFlamme	6/19/2023
Joey Forrest	6/19/2023
Trevor Petersen	6/19/2023
Charles Smith	2/12/2024
Caleb English	2/12/2024
Corbin Laird	2/12/2024
Kendra Pinnell	2/12/2024
Kyler Beck	2/24/2025
Jordan Van Avery	2/24/2025
Garrett Thun	2/24/2025
Jacob Reginato	2/24/2025
David Meads	5/1/2025
Sergei Boutenko	8/11/2025
Travis Cafferty	8/18/2026
Cameron Deupree	7/6/2026
Chris Willis	7/6/2026

RANK BY PROMOTION DATE					
CAPTAIN		ENGINEER		FIREFIGHTER	
NAME	DATE	NAME	DATE	NAME	DATE
Tony Halley	3/24/2010	Bill Boylan	7/1/2009	Allyson Jeffs	1/25/2005
Scott Downing	6/20/2011	Damonn Hoffman	6/20/2011	Levi Swillinger	5/18/2015
Aaron Backus	4/1/2012	Dan Mahar	6/20/2011	Derik Persons	2/3/2020
Adam Chenoweth	4/1/2012	Winston Cote	3/23/2012	Junior Osorio	2/3/2020
Don Manning	4/1/2012	Cody Clark	7/1/2012	Travis Linville	2/3/2020
Nathan Smith	2/28/2013	Javier Lopez	7/1/2012	Cole Hornbrook	3/22/2021
Ben Kennedy	2/9/2015	Marcus Goss	4/20/2013	Jared Nichols	3/22/2021
Brian Weidman	4/6/2015	Andy Cardinal	1/4/2021	Kyle Humphrey	1/31/2022
Mark Tomasello	1/4/2021	Stephen Ede	3/22/2021	Jared Hooper	4/4/2022
Matt Hilliker	1/1/2022	Kerry Roland	1/1/2022	Garrett Byrd	4/4/2022
Jimmy Johnson	1/1/2022	Connor Tacchini	7/1/2022	Andrew Bates	4/4/2022
Dan Hall	1/1/2022	Clayton Mattson	9/5/2022	Evan Caldwell	4/4/2022
Eric Merrill	7/5/2022	Patrick Bailey	6/22/2023	Ethan Miller	4/4/2022
Manny Gobel	9/5/2022	Tanner Ryerson	2/19/2024	Jesse Kalman	4/4/2022
Alex Cummings	8/21/2023	Albaro Gonzalez	7/9/2024	Chad LaFlamme	6/19/2023
Brady Graham	2/17/2024	Tony Incerty	4/11/2025	Joey Forrest	6/19/2023
Court Gordon	6/24/2024	Neil Clooney	4/18/2025	Trevor Petersen	6/19/2023
Andy Buckingham	7/2/2024	John Hull	10/3/2025	Charles Smith	2/12/2024
Brian Anders	4/7/2025	Colin Lee	1/21/2026	Caleb English	2/12/2024
John Gavin	5/1/2026	Cameron Deupree	7/6/2026	Corbin Laird	2/12/2024
Jim McEvoy	5/1/2026	Chris Willis	7/6/2026	Kendra Pinnell	2/12/2024
				Kyler Beck	2/24/2025
				Jordan Van Avery	2/24/2025
				Garrett Thun	2/24/2025
				Jacob Reginato	2/24/2025
				Sergei Botenko	8/11/2025
				Travis Cafferty	8/18/2025