

AGREEMENT

BETWEEN

JACKSON COUNTY FIRE DISTRICT NO. 5

AND

IAFF #2596

UNION NEGOTIATION TEAM

Brady Graham, Chief Negotiator
Jimmy Johnson, Negotiator
Matt Hilliker, Negotiator
Jim McEvoy, Negotiator
Albaro Gonzalez, Negotiator
Tanner Ryerson, Negotiator

JACKSON COUNTY FIRE DISTRICT NO. 5 NEGOTIATION TEAM

Charles Hanley, Chief Negotiator

CONTRACT RATIFIED

JACKSON COUNTY FIRE DISTRICT #5 - June 12, 2023

UNION MEMBERS - June 13, 2023

RATIFIED

OFFICIAL DOCUMENT

JACKSON COUNTY FIRE DISTRICT No. 5

Contract for July 1, 2023 - June 30, 2026

Between
Jackson County Fire District No. 5
and
IAFF #2596

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Article 1

Term of Agreement

- 1.1 **Term of Agreement:**
The term of this Agreement shall be from the first (1st) day of July, 2023 to and including the thirtieth (30th) day of June, 2026.
- 1.2 **New Agreement Negotiations:**
Negotiations for an Agreement for a period commencing July 1, 2026 shall be commenced on or before February 1, 2026.
- 1.3 **Reopener**
Local 2596 may elect to reopen certain Articles for renegotiation by providing the District with written notice between October 1, 2024 and January 1, 2025. In its written notice, Local 2596 shall identify which Articles it would like to reopen. If such notice is given by Local 2596, the parties shall commence bargaining on or before January 1, 2025. Upon mutual agreement of both parties IBB (Interest Based Bargaining) will be used.

Article 2

District and Association Rights

2.1 Recognition:

The District recognizes the Union as the sole and exclusive bargaining agent for the purpose of bargaining rates of pay, hours of work and other conditions of employment for all employees in the Bargaining Unit. The Bargaining Unit shall consist of Battalion Chiefs, Captains, Engineers, Firefighters and Administrative Captains employed more than half time by the District. Apprentices when employed by the District on a temporary basis (for a period of no more than three years), as mutually agreed upon are eligible to become members of the bargaining unit.

Retired members employed by the District on a temporary basis, less than or equal to 1039 hours, on a work-back program, are not eligible to become members of the Bargaining Unit.

2.2 Management Rights:

The District retains all customary, usual and exclusive rights, decision making preemptive, functions and authority connected with or in any way incidental to its responsibility to manage the affairs of the District or any part of it. The rights of employees in the Bargaining Unit and of the Union are limited to those specifically set forth in this Agreement. The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. It is agreed that this document contains the full and complete Agreement on all bargainable issues between the parties for whose benefit this Agreement is made.

2.3 Status of Agreement:

This agreement contains the entire Agreement between Jackson County Fire District No. 5 and the Union, Local No. 2596, and shall not be modified in whole or in part except by another written Agreement executed by and between both parties.

There shall be three (3) signed copies of the final Agreement, one (1) to be retained by the District and two (2) by the Union, Local 2596; copies shall be placed at all stations.

All paid employees of Jackson County Fire District No. 5 shall have the right to join and participate or not join and participate in a labor organization. No employee of Jackson County Fire District No. 5 shall be intimidated, restrained, coerced or discriminated against by Jackson County Fire District No. 5 because of his or her exercise of these rights.

Neither the Union nor any member of the Bargaining Unit shall participate in a strike during the term of this Agreement.

Article 2 (Continued)

Right of Demotion:

- 2.4 Upon mutual agreement between Management and Labor, a newly promoted member may demote at any time during their probationary period. The following conditions apply:

There remains a vacancy in their previous position; or there exists a vacancy in a lesser rank; and there is qualified candidate on a Certified Eligibility List selected to fill the vacancy caused by the demotion.

In the event the newly promoted member is demoted to a lesser rank than their previously held position (E.g. Probationary Captain to Firefighter), they will return to their previous rank when an opening occurs, without back pay.

Article 3

Minimum Staffing:

3.1 Minimum Staffing of Jackson County Fire District No. 5 firefighting apparatus shall be:

TYPE 1 Triple Combination Pumpers – When regularly staffed and assigned to Jackson County Fire District No. 5 Fire Stations, staffing shall be a minimum of one (1) Captain or Acting Captain, one (1) Engineer or Acting Engineer and one Firefighter or Captain, Engineer, Firefighter or Apprentice Firefighter. One or more of these employees may be assigned on a “two-piece” or “piggy-back” unit such as a Water Tender, Brush Engine, Utility or other Fire District owned, leased, rented or borrowed vehicle.

TYPE 2-3 Wildland Pumpers – When regularly staffed and assigned to Jackson County Fire District No. 5 Fire Stations, staffing shall be a minimum of one (1) Captain or Acting Captain, one (1) Engineer or Acting Engineer and one Firefighter or Captain, Engineer, Firefighter or Apprentice Firefighter. One or more of these employees may be assigned on a “two-piece” or “piggy-back” unit such as a Water Tender, Brush Engine, Utility or other Fire District owned, leased, rented or borrowed vehicle.

AERIAL Ladder Truck/Quint – When regularly staffed and assigned to Jackson County Fire District No. 5 Fire Stations, staffing shall be a minimum of one (1) Captain or Acting Captain, one (1) Engineer or Acting Engineer and one Firefighter or Captain, Engineer, Firefighter or Apprentice Firefighter. One or more of these employees may be assigned on a “two-piece” or “piggy-back” unit such as a Water Tender, Brush Engine, Utility or other Fire District owned, leased, rented or borrowed vehicle.

WATER Tender – When staffed as “special call apparatus” or (e.g., Red Flag Warning, Winter Weather Watch, Brown Out) and not assigned to a primary unit as a “two-piece” or “piggy-back unit”, minimum staffing shall be two firefighters of any rank. Apprentice Firefighters must be supervised by a Journey Level Firefighter (Captain, Engineer or Firefighter).

TYPE 6 Brush Engine – When staffed as “special call apparatus” (e.g., Red Flag Warning, Winter Weather Watch, Brown Out) and not assigned to a primary unit as a “two-piece” or “piggy-back unit”, minimum staffing shall be two firefighters of any rank. Apprentice Firefighters must be supervised by a Journey Level Firefighter (Captain, Engineer or Firefighter).

TYPE 2-3 Wildland Engine – When staffed as “special call apparatus” (e.g., Red Flag Warning, Winter Weather Watch, Brown Out) and not assigned to a primary unit as a “two-piece” or “piggy-back unit”, minimum staffing shall be two firefighters of any rank. Apprentice Firefighters must be supervised by a Journey Level Firefighter (Captain, Engineer or Firefighter).

Article 3

Minimum Staffing
(Continued)

3.2 Exceptions:

Emergency Conditions such as fires, weather related hazards, natural disasters, qualified personnel shortages outside of the control of the Fire District, and/or mechanical failures may result in the inability to staff apparatus as outlined in 3.2. This deviation is intended to be of short duration and shall be remedied as soon as is practical.

Financial Shortfalls may result in the inability to staff apparatus as outlined in 3.2. In this event, apparatus regularly staffed and assigned to Jackson County Fire District No. 5 Fire Stations, will be replaced with Water Tenders, TYPE 6 Brush Engines, Utility or other Fire District owned, leased, rented or borrowed vehicle. This deviation is intended to be of short duration and shall be remedied as soon as is practical.

Brownout/Temporary Fire Station Closures will result in the remaining TYPE 1, TYPE 2-3 or AERIAL Apparatus regularly staffed and assigned to Jackson County Fire District No. 5 Fire Stations, with a staffing level of a minimum of one (1) Captain or Acting Captain, one (1) Engineer or Acting Engineer and one Firefighter or Captain, Engineer, Firefighter or Apprentice Firefighter on each vehicle. One or more of these employees may be assigned on a “two-piece” or “piggy-back” unit such as a Water Tender, Brush Engine, Utility or other Fire District owned, leased, rented or borrowed vehicle.

3.3 **Other:**

Both parties agree to meet and resolve issues that may result in the degradation of service levels or may impact the “Standard of Care” in the community.

Article 4

Hours of Work

- 4.1 For all purposes under this Agreement a "shift" is a twenty-four (24) hour period consisting of 0800 hours on one day to 0800 hours the following day. The average work week for employees of the District, with the exception of certain designated personnel, shall be fifty-three (53) hours:
- a) For employees with an average regular work week of fifty-three (53) hours, the regular hourly rate of pay shall be the yearly rate for the classification divided by 13.52 cycles and that quantity divided by the constant 222.
 - b) The hours of work for employees in this category shall be 48 hours, commencing at 0800 hours on the first workday, through 0800 hours following the 48 hours on duty. Following 48 hours on duty, the employee shall routinely be off for 96 hours unless called back. This constitutes the average 53-hour week (FLSA) and this cycle will continue following the 96 hours off when the employee returns to duty.
- 4.2 The Fire Chief may from time to time assign employees to certain designated functions within the department and these employees may have an average work week of forty (40) hours:
- a) For employees with an average regular work week of forty (40) hours, the regular hourly rate of pay shall be twelve (12) times the monthly rate divided by two thousand ninety (2,090).
 - b) The regular hours of work for employees in this category shall be from 0700 hours on scheduled work days to 1800 hours on the same day. The ten-hour day may be flexed dependent on District needs and work requirements
- 4.3 All members of the Bargaining Unit shall accrue such fringe benefits as sick leave, vacation and holidays in direct proportions to the hourly work week. If an employee's hourly work week is altered due to an assignment, the accrued hours that are credited to the employee shall be adjusted in a manner consistent with his hourly work week. No adjustment shall take place that would unjustly deprive any employee of his accrued benefits.

Article 4 (Continued)

- 4.4 Temporary assignments from a fifty-three (53) hour work week to a forty (40) hour work week of a duration of ninety (90) days or less will not affect sick leave or vacation accrual. Such persons so assigned shall be charged sick leave or vacation time hour per hour during the duration of the assignment.
- 4.5 Hours of work shall be defined as 8 hours of general duties (E.g. SOPs, routine maintenance, in-service training) and 16 hours of standby in a 24-hour shift. Members of the Bargaining Unit shall be responsible for the performance of routine and emergency maintenance expected to be performed during the general duty day. Interruptions caused by calls for service, planned/unplanned public presentations, mechanical failures and training may preempt general duties. The Company Officer will prioritize activities based on conditions and SOPs. "Emergency Maintenance" is defined as maintenance necessary to place emergency response apparatus (front line, special call and reserve) and equipment back in service during the shift
- 4.6 Each employee shall have one (1) hour for lunch and two (2) coffee breaks not to exceed fifteen (15) minutes each.

Article 5

Prevailing Rights

- 5.1 All rights, privileges and work conditions enjoyed by the employees and the District at the present time, which are not included in this Agreement, shall remain in full force, unchanged and unaffected in any manner during the term of this Agreement unless changed by mutual consent.

Article 6

Grievance Procedure

6.1 Grievance is defined as a complaint by the Union or a member of the Bargaining Unit that there has been a violation of any provision of this Agreement.

6.2 Grievances shall be handled in the following manner:

- a. Step 1: If the Union or an employee become aware of a possible grievance, a Union representative or an individual employee, with or without Union representation present, will meet with the employee's supervisor to attempt to informally resolve the grievance within 15 calendar days from the date that the employee or Union becomes aware of the facts giving rise to the possible grievance. If the parties are unable to meet, the employee or Union may raise the grievance in writing to the supervisor.
- b. Step 2: If the grievance is not satisfactorily adjusted by the supervisor within ten (10) calendar days after the Step 1 meeting or receipt of the written grievance under Step 1, the grievance shall be submitted in writing to the Fire Chief, specifying the particular grounds for the grievance. The Fire Chief shall meet with the employee and/or Union representative within ten (10) calendar days after the submission of the grievance to the Chief. The Fire Chief shall deliver a written response to the employee or the Union's designated representative within five (5) working days after said meeting.
- c. Step 3: If the grievance has not been settled within fifteen (15) business days after the Fire Chief's response is due, it shall then be submitted to arbitration for final adjustment. The Arbitrator shall be selected from a list of seven names provided by the Employment Relations Board of the State of Oregon. The findings of the Arbitrator shall be final and binding on all parties. The cost of arbitration shall be shared equally by both parties.

Voluntary Mediation: At any point in the grievance process the parties may voluntarily agree to mediate the grievance in an attempt to resolve the dispute without further litigation. Unless the parties agree otherwise, they will utilize a mediator from the Employment Relations Board and split any costs evenly.

6.3 Time Limits:

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

- a. If the grievant or Union fails to file or advance a grievance in a timely fashion,

and does not have good cause for the delay, the grievance shall be deemed waived.

Article 6 (Continued)

- b. If the party being grieved against fails to respond in a timely fashion, the grievance shall proceed to the next step automatically without the need for formal advancement by the other party.

6.4 Grievance File:

All documents, communications, and records dealing with the official processing of a grievance by the District shall be filed in a separate grievance file and may not be placed in the personnel file. The Union may examine the grievance file from time to time, under the supervision of a management representative, upon reasonable written request.

6.5 Civil Service Commission:

The parties recognize the regular employees of the Bargaining Unit have the right to appeal disciplinary actions to the Civil Service Commission of the District per Civil Service Rules. Such appeals may be taken in lieu of Steps 3 set forth herein and once taken shall be considered to be a final election of remedies.

Article 7

Wages

7.1 Effective July 1st, 2019 base pay for members of the Bargaining Unit will include the 6% PERS Pickup. The District will no longer be responsible for subvention of employee contributions to PERS. The employee contribution will come directly from employee's pre-tax bi-weekly gross wages subject to PERS [E.g. base, special, longevity, 401(a)]. The new wage scale is as follows:

7.1 *Side letter of agreement 6.13.23 under separate cover.*

Article 7

Wages

Wages 2023-2026 (+6% PERS) COLA Year One (1)

RANK	Annual	Monthly	Pay Period	Hourly*	Overtime
FF 1	\$56,721.09	\$4726.76	\$2181.58	\$18.90	\$28.35
FF 2	\$59,661.16	\$4971.76	\$2294.66	\$19.88	\$29.82
FF 3	\$73,392.83	\$6116.07	\$2822.80	\$24.45	\$36.68
FF 4	\$76,290.37	\$6357.53	\$2934.24	\$25.42	\$38.13
FF 5	\$78,502.14	\$6541.85	\$3019.31	\$26.15	\$39.223
FF 6	\$80,887.58	\$6740.63	\$3111.06	\$26.95	\$40.42
FF 7	\$82,505.33	\$6875.44	\$3173.28	\$27.49	\$41.23
ENG 1	\$85,805.54	\$7150.46	\$3300.21	\$28.59	\$42.88
ENG 2	\$88,280.70	\$7356.73	\$3395.41	\$29.41	\$44.12
ENG 3	\$90,755.86	\$7562.99	\$3490.61	\$30.24	\$45.36
CAP 1	\$94,386.09	\$7865.51	\$3630.23	\$31.45	\$47.17
CAP 2	\$97,108.77	\$8092.40	\$3734.95	\$32.35	\$48.53
CAP 3	\$99,831.44	\$8319.29	\$3839.67	\$33.26	\$49.89
BC 1	\$103,824.69	\$8652.06	\$3993.26	\$34.59	\$51.89
BC 2	\$106,819.64	\$8901.64	\$4108.45	\$35.59	\$53.38
BC 3	\$109,814.58	\$9151.22	\$4223.64	\$36.59	\$54.88

*Annual salary ÷ 13.52 ÷ 222 = Hourly Rate of Pay

Article 7

Wages

Wages 2023-2026 (+6% PERS) COLA Year Two (2)

RANK	Annual	Monthly	Pay Period	Hourly*	Overtime
FF 1	\$58,989.93	\$4,915.83	\$2,268.84	\$19.65	\$29.48
FF 2	\$62,047.61	\$5,170.63	\$2,386.45	\$20.67	\$31.01
FF 3	\$76,328.54	\$6,360.71	\$2,935.71	\$25.43	\$38.15
FF 4	\$79,341.98	\$6,611.83	\$3,051.61	\$26.43	\$39.65
FF 5	\$81,642.23	\$6,803.52	\$3,140.09	\$27.20	\$40.80
FF 6	\$84,123.08	\$7,010.26	\$3,235.50	\$28.03	\$42.04
FF 7	\$85,805.54	\$7,150.46	\$3,300.21	\$28.59	\$42.88
ENG 1	\$89,237.76	\$7,436.48	\$3,432.22	\$29.73	\$44.60
ENG 2	\$91,811.93	\$7,650.99	\$3,531.23	\$30.59	\$45.88
ENG 3	\$94,386.10	\$7,865.51	\$3,630.23	\$31.45	\$47.17
CAP 1	\$98,161.53	\$8,180.13	\$3,775.44	\$32.70	\$49.06
CAP 2	\$100,993.12	\$8,416.09	\$3,884.35	\$33.65	\$50.47
CAP 3	\$103,824.70	\$8,652.06	\$3,993.26	\$34.59	\$51.89
BC 1	\$107,977.68	\$8,998.14	\$4,152.99	\$35.98	\$53.96
BC 2	\$111,092.43	\$9,257.70	\$4,272.79	\$37.01	\$55.52
BC 3	\$114,207.17	\$9,517.26	\$4,392.58	\$38.05	\$57.08

*Annual salary ÷ 13.52 ÷ 222 = Hourly Rate of Pay

Article 7

Wages

Wages 2023-2026 (+6% PERS) COLA Year Three (3)

RANK	Annual	Monthly	Pay Period	Hourly*	Overtime
FF 1	\$60,759.63	\$5,063.30	\$2,336.91	\$20.24	\$30.37
FF 2	\$63,909.04	\$5,325.75	\$2,458.04	\$21.29	\$31.94
FF 3	\$78,618.39	\$6,551.53	\$3,023.78	\$26.19	\$39.29
FF 4	\$81,722.24	\$6,810.19	\$3,143.16	\$27.23	\$40.84
FF 5	\$84,091.49	\$7,007.62	\$3,234.29	\$28.02	\$42.03
FF 6	\$86,646.77	\$7,220.56	\$3,332.57	\$28.87	\$43.30
FF 7	\$88,379.71	\$7,364.98	\$3,399.22	\$29.45	\$44.17
ENG 1	\$91,914.89	\$7,659.57	\$3,535.19	\$30.62	\$45.94
ENG 2	\$94,566.29	\$7,880.52	\$3,637.16	\$31.51	\$47.26
ENG 3	\$97,217.68	\$8,101.47	\$3,739.14	\$32.39	\$48.59
CAP 1	\$101,106.38	\$8,425.53	\$3,888.71	\$33.69	\$50.53
CAP 2	\$104,022.92	\$8,668.58	\$4,000.88	\$34.66	\$51.99
CAP 3	\$106,939.44	\$8,911.62	\$4,113.06	\$35.63	\$53.44
BC 1	\$111,217.01	\$9,268.08	\$4,277.58	\$37.05	\$55.58
BC 2	\$114,425.20	\$9,535.43	\$4,400.97	\$38.12	\$57.19
BC 3	\$117,633.38	\$9,802.78	\$4,524.36	\$39.19	\$58.79

*Annual salary ÷ 13.52 ÷ 222 = Hourly Rate of Pay

Article 8
Emergency Medical Technician Pay

8.1

	2023-2026
EMT Basic	2.75%
Advanced EMT	5.75%
Intermediate	7.75%
Paramedic	10.75%

8.2 During the term of the Agreement, the percentages will be figured on the Engineer 3 salary.

8.3 All candidates for Advanced EMT, EMT Intermediate and Paramedic training shall be selected by the Fire Chief.

8.4 The District shall pay the initial tuition, textbooks and materials cost incurred by a member of the bargaining unit in obtaining certification for Advanced EMT, EMT Intermediate or Paramedic. Recertification costs shall be borne by the District.

8.5 In the event that an employee fails to receive an original certification or to continue to act in the capacity for which he is certified for the initial certification period, he/she shall be obligated to repay the entire costs paid by the District for his certification training.

8.6 In the event that an employee fails to become initially recertified, after expiration of the first certification period, or to act in the capacity for which he/she is recertified for the 2 year initial recertification period, he shall be obligated to repay one half (½) of the entire costs paid by the District for his initial certification training.

8.7 The above repayment provisions shall not apply in the event of a discharge or action taken by the District to require the employee to cease acting in the capacity for which he/she is certified/recertified.

8.8 To maintain and continue to receive the extra compensation provided for in this Article, the employee must meet the minimum requirements of the Oregon Health Division necessary to maintain continuous certification in the respective EMT classifications.

Article 9

Extra Pay

- 9.1 An employee of the District who is required to work in excess of his regular work week, work day or shift shall be compensated for such extra work at the rate of one and one-half (1 ½) times the regular hourly rate of pay for the position filled.
- 9.2 Voluntary hold over of off-duty personnel at shift time during an emergency in progress shall qualify those personnel for overtime.
- 9.3 Personnel reporting in off-duty after manual callback, for active multi-unit incidents or other qualifying events (SOPs) shall be entitled to a minimum of two (2) hours of overtime. Personnel responding off-duty for other than those reasons listed above or as addressed in this contract shall not qualify for overtime except where authorized by the Chief.
- 9.4 Captains acting as Duty Officer (until January 1, 2020) shall be paid at the rate of one and one half (1 ½) times their regular rate of pay only when required to respond to an emergency incident and/or take other action as necessary. After January 1, 2020 Captains will no longer serve as Duty Officer unless assigned as Acting Battalion Chief.
- 9.5 Any extra hours worked shall be calculated to the nearest one-half (½) hour.
- 9.6 When members are requested or required to be on standby from their residence (or vicinity) while off duty, they will receive one hour of regular pay for every 6 hours on standby for a maximum of 4 hours in a 24-hour period. Once activated, they shall be paid a minimum of two hours of overtime.
- 9.7 Non-emergency overtime shall be approved or pre-approved by the Fire Chief or his designee.
- 9.8 Meetings which are for the purpose of education or training and for which attendance is authorized and required by the Fire Chief, shall entitle any member of the Bargaining Unit attending such meeting during off-duty hours to compensation at time and one-half (1 ½) for time spent in such meetings.
- 9.9 Compensatory time may be accrued in lieu of extra pay. Minimum staffing requirements and all other SOP's in effect must be met at all times. No transfers between vacation and compensatory time banks or between employees shall be allowed.
- 9.10 No personnel shall accrue more than two hundred-fifty-two (252) hours of compensatory time. For extra pay hours worked beyond the cap, pay must be taken at the rate of one and one-half (1 ½) times the regular rate in the employee's next regular paycheck.

Article 10

Longevity Pay

10.1 The District agrees to the following longevity pay which will be paid yearly on the first non-payday Friday in December:

Years of Service	Percent of Annual Gross
3 years	1%
6 years	2%
9 years	2.5%
12 years	3%
15 years	3.5%
18 years	4%
21 years	4.5%
24 years	5.0%
27 years	5.5%
30 years	6.0%

Article 11

Protective Clothing/Uniforms

- 11.1 The District shall furnish at its sole cost and expense all uniforms and protective clothing for each employee as specified in SOP 5.1.12.
- 11.2 Each employee will be personally responsible to maintain in a serviceable manner, the uniform types: as specified in SOP 5.1.12.
- 11.3 Style, color, stock number of each of the articles of uniform clothing shall be as determined by the District in SOP 5.11.2 to insure uniformity.
- 11.4 Each person when reporting for duty shall have a proper uniform and protective clothing in a clean and serviceable condition. Uniform of the Day shall be determined by either the Fire Chief, Battalion Chief or Station Captain/Acting Captain per SOP 5.11.2.
- 11.5 PPE (Personal Protective Ensemble) clothing shall be issued by the Fire District. Employees are required to maintain PPE in a serviceable condition in accordance with District policy and report deficiencies to their immediate supervisor.
- 11.6 All new employees shall be furnished with uniforms in accordance with SOP 5.1.12.

Article 12

Personnel Reduction

12.1 Personnel Reduction

In the event of reductions in force, the employee with the least seniority (based on entry level date of hire) shall be laid off first. Ties shall be determined by Civil Service Scores, followed by Recruit Academy Final Placement Time in the Fire District shall be given the utmost consideration. No new employees shall be hired within thirty-six (36) months of the date of layoff until the laid off employee has been given the opportunity to return to work as hereinafter provided.

12.2 Reduction Notice

The District Board shall determine when reductions in personnel are necessary and which programs will be affected. When it appears such a reduction will be necessary, all possible affected employees will be given written notices (at least thirty (30) days prior) of such possible action. When such board action is finalized, the affected employees will be notified immediately of the action, the time schedule for the action and reason for the action.

12.3 Recall

Recall shall be by order of seniority with the most senior employee being recalled first and so forth until recall is completed. If within thirty-six (36) months of layoff a vacancy occurs within the District for which the laid off employee is qualified, the recall procedure outlined below will be followed:

- a) Laid off employee has "first right of refusal" to their previous position or vacancy for which they are qualified in seniority order. At the time of layoff, the affected employee shall indicate in writing, his or her desire to return to the District, along with an address where recall notification can be sent.
- b) In the event of a vacancy, the District shall notify the qualified employee by certified mail, return receipt requested, sent to the last address given to the District office by the laid off employee.
- c) Employees will have fifteen (15) calendar days from the mailing of such notice to notify the District in writing of his or her intent to return. The time limit for returning shall be within thirty (30) days of the date the employee replies to the District notice. Failure of the employee to do so within the time specified shall terminate such employee's right to recall.
- d) Returning employees will retain all benefits of seniority at time of lay-off. Sick leave shall be restored to the balance remaining at the time of the lay-off.

Article 13

Payday

- 13.1 Regular salaries and compensation for all members of the Bargaining Unit shall be paid on a biweekly basis on Thursdays.
- 13.2 The District shall issue payroll checks for the payment of authorized salaries and compensations.
- 13.3 W-2 Forms are to be delivered to employees within such time limits as are required by applicable law.

Article 14

Retirement

- 14.1 All employees in the regulation service, except seasonal employees, shall be covered under the provision of the Jackson County Fire District No. 5 Retirement Plan. Said plan is with the Public Employees Retirement System in conformance with Oregon State Law, which requires the District provide a plan of retirement. Costs of the retirement shall be borne by the employer. The District shall not be held responsible for decisions rendered by PERS concerning retirement settlements between PERS and the employee or employees of the District. The District agrees that upon retirement from regulation service, Jackson County Fire District No. 5 will follow State of Oregon computation requirements for all final salary calculations.

Article 15

Deferred Compensation

- 15.1 The District agrees to contribute matching funds per paycheck for each member enrolled in a deferred compensation program of the District's choice up to:

Two Hundred (\$200.00) for years 2023-2026.

This program is at the option of the employee.

Article 16

Insurance

- 16.1 During the term of the contract, the District shall provide, at its expense, the following:
- a) Workers compensation insurance for all employees in the Bargaining Unit subject to the provisions of ORS 656.505.
 - b) A minimum life insurance benefit equivalent to one year's base pay for members of the Bargaining Unit. This insurance shall be so written that the provisions of ORS 243.005 - 243.055 shall be met. At the District's option it may purchase the first ten thousand dollars (\$10,000.00) of life insurance through the Oregon Department of Administrative Services contract with the remainder issued elsewhere or it may choose to contract for the entirety of the coverage through one issuer, so long as the requirements of ORS 243.055 relating to equivalency of coverage are met.
- 16.2.1 During the term of the contract, the District shall make available the following insurance coverages for members of the Bargaining Unit:
- a) Hospitalization and medical insurance for members of the Bargaining Unit and their dependents, if any.
 - b) Dental service and dental health care plan for members of the Bargaining Unit and their dependents, if any.
 - c) Co-pay prescription plan for members of the Bargaining Unit and their dependents, if any.
 - d) Vision coverage for members of the Bargaining Unit and their dependents, if any.
 - e) SDIS Long Term Disability – 60% to \$5000.00 @ month
 - f) EAP
- 16.3 The District will pay ninety-five percent (95%) of the cost for insurance monthly with each employee paying monthly the other five percent (5%) of the costs of the insurance plans applicable to the particular employee.
- 16.4 The District will make payments of Two Hundred Twenty Dollars (\$220.00) monthly to the Health Reimbursement Account/ Voluntary Employees' Benefit Association Medical Expense Plan for Public Employees in the Northwest ("HRA VEBA"), in accordance with all applicable Internal Revenue regulations, for each employee eligible for health coverage.

Article 17

Physical Examinations

17.1.1 During the term of the contract, the District shall provide a physical examination for each member of the Bargaining Unit in accordance with the provisions of the JCFD#5 Physicals Program, outlined in the charts below.

**JCFD#S STANDARD FIREFIGHTER PHYSICAL EXAMINATIONS
Standard Firefighter Physicals Are Done Every 1, 2,
and 3 Years Depending on the Age of the
Firefighter**

Standard Firefighter Physicals should include the following:

- Physical Examination, with review of previous history, to include:
 - Audiogram
 - Spirometry (Pulmonary Function Test)
 - Urinalysis
 - Visual Acuity
 - Stool for Occult Blood
 - PPD
 - Dermatological

- Lab - (have blood drawn at least two weeks before physical.) Please fast (may drink water) 12 hours before blood draw.
 - CBC
 - CMP-14
 - Uric Acid
 - Coronary Risk Panel
 - PCB (polychlorinated biphenyls)
 - Cyanide
 - Blood Lead
 - PSA – Time of hire and 40 years and older

- Will include the following as scheduled (see below):
 - EKG with interpretation
 - Stress EKG with interpretation
 - 2 view chest x-ray with reading fee

Article 17 (Continued)

Lab, EKG with interpretation, or Stress EKG with interpretation, and 2 view chest x-ray should be done according to the following schedule (based on the age of the firefighter):

	UNDER 30	30 TO 40 Years	40 AND OVER
Standard Physical	EVERY 3 YEARS	EVERY 2 YEARS	EVERY YEAR
EKG (with interpretation)	Physician Discretion	Every 2 years after age 35	Every year unless scheduled for stress test
CHEST X-RAY	At hire	Every 2 years	Annual
Stress Test*	Physician Discretion	Physician discretion	Every year or at Physician's discretion

*Stress tests will be recommended by the provider based on presence of multiple risk factors for heart disease: Hypertension, Smoking, Unfavorable Lipid Levels, Obesity, Diabetes, and Family History of Heart Disease.

Article 18

Payroll Deductions

- 18.1 The Union shall be obligated to provide the District with a current, up-to-date, itemized list of all payroll deduction items the Union or its members wish deducted from regular fire department payroll checks. These lists shall be tendered no less than five (5) business days (Monday-Friday, excluding holidays) prior to the desired payroll deduction dates to allow sufficient time for the District to accommodate such requests.

Article 19

Sick Leave

19.1 Fifty three (53) hours per week employees of Jackson County Fire District No. 5 shall accrue twenty-four (24) hours sick leave per month.

Forty hour per week employees shall accrue ten (10) hours sick leave per month.

19.2 On the job disabilities or injuries of a nature that will require, at the recommendation of a physician, no more than ninety (90) days off, will cause no loss of pay or benefits. At the end of the 90 day period, the case may be reviewed with the worker's compensation insurance carrier and the attending physician, to determine when the employee may be able to return to work in a normal capacity. If the physician indicates at that time that the injury or disability is of such a nature that the employee will require an extended recovery period, the employee will be placed on an extended medical leave absence for a period of one (1) year with quarterly reviews by the attending physician, the worker's compensation carrier and the Fire District for the purpose of expediting the employees return to work. When this employee is fit to return to duty, he will be hired back into his normal work position, retaining all his rights as if he had not been gone. No loss of any benefits will take place during an extended medical leave of absence. If the employee is unable to return to work after the one year period, the District and employee will petition for disability pension and/or medical retirement. During the period of the employee's absence, he will receive his normal paycheck and turn into the Fire District his Workers Compensation check. When an employee is off duty as a result of an on-the-job injury or disability, the employee will keep the District informed of his status at least once a week.

19.3 If an employee becomes physically disabled, unable to work due to illness or is injured while working at another place of employment on his off duty hours, the employee will:

- a) Be charged hour for hour sick leave until all sick leave is used up.
- b) Continue to accrue vacation and holiday leave until all sick leave is used up.
- c) Not accrue sick leave after 30 days while on extended sick leave.
- d) Continue to have health insurance benefits paid while still under employed status of the District.
- e) Keep the District fully informed of his status, related to injury or illness at all times.
- f) Petition the District for possible transfer of vacation and/or compensatory time to sick leave.

Article 19 (Continued)

- g) Possibly be required to take retirement or disability if the injury is of such a nature that the employee would not be able to function properly and safely in all of the employee's duties as required by the District.
- h) Not receive pay benefits after leave hours are used.

19.4 An employee shall be granted up to two (2) hours off without loss of pay to be charged against his available sick leave bank to make immediate arrangements for care or to provide initial attention to an ill or injured immediate family member, upon notice to the employee's supervisor.

Employees shall be granted, per SOP 5.1.9, FMLA (Family Medical Leave Act) time up to the allowable limit annually without loss of pay to be charged against their available sick leave bank to care for a spouse, child or stepchild. Initial notice to the District may be made telephonically but written documentation is required from the treating physician within ten (10) days following the last usage or the absence shall be considered unauthorized and shall be with loss of pay.

19.5 An employee may return to work on light duty if released to do so by his physician, subject to approval by the Chief. The duration of such light duty shall not exceed an individual time limit prescribed by the Chief and is not to supersede or replace any of the rules or agreements concerning sick leave.

19.6 Unused sick leave may be carried over from year to year. New employees hired after July 1, 2019 will have their sick leave accrual limited to 2880 hours.

19.7 Sick Leave Abuse

Sick leave abuse shall be defined as the "use of sick leave for time off when the employee is physically, mentally, emotionally and otherwise capable of performing his their assigned duties without causing harm to themselves or others."

Sick leave abuse by an employee shall subject the employee to possible disciplinary action up to and including dismissal.

In the event that any member of the Bargaining Unit is absent on sick leave in excess of 96 consecutive working hours (defined as two complete tours of duty), the Chief or his designee shall require that prior to returning to duty, the employee submit a written statement by a physician licensed in the State of Oregon certifying that the employee's condition prevented him from performing the duties of his position and also stating that the employee is now physically fit to resume the performance of his duties. Failure on the part

of the employee to comply with such a requirement may be considered cause for disciplinary action.

Article 20

Holiday Hours

20.1 The following days shall be recognized as holidays and regular full time employees shall be entitled to their observance:

- | | |
|-----------------------------|---------------------------------|
| January 1 | New Year's Day |
| 3rd Monday in January | Martin Luther King's Birthday |
| 3rd Monday in February | Washington's Birthday |
| Last Monday in May | Memorial Day |
| July 4 | Independence Day |
| First Monday in September | Labor Day |
| September 11 | World Trade Center Memorial Day |
| November 11 | Veteran's Day |
| Fourth Thursday in November | Thanksgiving Day |
| Fourth Friday in November | Day after Thanksgiving Day |
| December 24 | Christmas Eve |
| December 25 | Christmas Day |

20.2 Full time employees with an average work week of forty (40) hours shall be entitled to have the holiday off with pay. In the event of a work schedule required by the District, and the Holiday falls on their scheduled day off then they shall be given the following work day off.

20.3 Beginning in Fiscal Year 2021-2022, employees normally assigned to a 53-hour work week (shift) will receive 24 hours of regular hourly compensation as Holiday Pay. Beginning in Fiscal Year 2022-2023 the amount will increase to 48 hours of regular hourly compensation. Holiday Pay will be included in a separate check in the 1st week of December.

20.4 Beginning July 1, 2019, full time employees may elect to utilize up to 120 hours of sick leave as Personal Holiday time in single 24 hour increments. Time off requests must occur after 0700 of the first (1st) or second (2nd) shift of a 48 hour tour and cannot result in over time or impact minimum staffing or mandatory training (E.g. Recertification, specialized instruction, callback staffing) or during working incidents. Only open slots where only one person is off may be used.

Article 21

Vacations

21.1 Regular full time employees with an average work week of fifty-three (53) hours shall receive annual vacation with pay in accordance with the following provisions:

Years of Service	0-1	1-2	2-3	3-4	4-6	6-15	15+
Monthly Accrual	17	19	23	25	26	33	36
Annual Accrual	204	228	264	300	312	396	432

21.2 An employee who is separated from the service (resignation, death, retirement or discharge) shall be compensated hour for hour for accrued vacation time, but not greater than six hundred (600) hours, at the employee's regular rate of pay at the time of separation. New employees hired after July 1, 2019 will be compensated for accrued vacation not greater than 408 hours at separation.

21.3 Up to two (2) employees at a time per shift will be allowed to be off on vacation or compensatory time or any combination of vacation/compensatory time. Minimum staffing requirements and all other SOP's in effect must be met at all times. Time off requests will be on a first come first served basis.

21.4 Vacation leave requests shall be made to the immediate supervisor, (E.g. Captains, Battalion Chief, and Fire Chief). No transfers between vacation and compensatory time leave banks or between employees shall be allowed.

21.5 Partial shifts are generally limited to full hours with the following exceptions: between the hours of 0800-1200 and 1300-1700, partial shifts are limited to a minimum of four (4) hour blocks. After 1700 hours partial shifts are limited to full hours. Requests may be denied if the employee's absence affects essential District operations (E.g. Scheduled mandatory training, emergency operations)

21.6 Employees may "sell back" leave to the District on a dollar for dollar basis, at the employee's hourly salary. Hours may be sold from the employee's vacation, sick or "comp" bank or combination of any of the stated banks. The employee will receive the payment in the form of a check or an employer contribution to their deferred compensation account. All employees are eligible to sell back up to 120 hours in the non-dry period which is from November 15 through April 30. Requests must be received by the 15th of the preceding month in order for the amount to be recorded on the first pay check of the following month.

Article 21 (Continued)

- 21.7 If the employee's accumulated vacation leave exceeds six hundred (600) hours at any time, all hours above six hundred (600) shall be used before the end of the fiscal year or they will be lost, absent extraordinary circumstances and prior approval of the Chief in his sole discretion and his decision shall be final.

Article 22

Employee Development

- 22.1 The Fire Chief shall encourage the improvement of service by providing employees with opportunities for training, including training for advancement and for general fitness for public service.
- 22.2 The District will provide tuition assistance in accordance with SOP 5.2.0.
- 22.3 EMS recertification costs will paid or reimbursed by the Fire District. Employees will be compensated two hours of overtime annually to meet physician contact hours (E.g. peer review).
- 22.4 Education Incentive will be paid in accordance with the following table:

Incentive percentages based on Engineer 3

DEGREE	2023-26
Associate	1%
Bachelor's	2%
Master's	3%

Article 23

Shift Trading

23.1 Persons desiring a trade shall abide by the following guidelines:

- a) The employee requesting the trade shall apply for the trade through the department approved (staffing program) electronic form to the affected shifts supervisor.
- b) Payback of the original trade shall follow the same guidelines for shift trading.
- c) Shift trades are to be made between employees of similar rank/classification or employees equally qualified according to the Fire Engineer, Captain and Battalion Chief promotional eligibility lists.
- d) Trades shall not disrupt district operations.
- e) Shift trades shall be made in four (4) hour blocks. Trades of less than four (4) hours are acceptable after the hours of 1700.
- f) Permission for the trade cannot be unreasonably denied.
- g) No trade can result in an overtime expense to the district.
- h) Participation in the trading process is on a voluntary basis, 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.
- i) Once a "Leave Request" has been completed, submitted and approved, the cooperating employee who has agreed to work during the specified time period is held responsible for that time period. If the employee that agreed to work during said time period fails to report for duty to fulfill this obligation, said employee shall be subject to District action as necessary. If the employee who has agreed to work is absent due to illness or bereavement, the appropriate leave will be charged to the individual obligated to work.

23.2 Management shall have the right to determine shift trade abuse and to suspend employee shift trading privileges of the person or persons documented to have perpetrated such abuses.

Article 24

Probationary Period

- 24.1 The probationary period of new employees shall be 15 months and newly promoted individuals shall be one (1) full year from the date of employment with Jackson County Fire District No. 5 or the promotion date, whichever is applicable.
- 24.2 Probationary periods of up to one (1) year, or longer if part of an agreed work plan, may be imposed for existing employees as a result of disciplinary action., the temporary position shall end and the employee that held that position shall return to his normal rank.

Article 25

Promotion Vacancies

- 25.1 When a permanent vacancy above the rank of firefighter occurs, it shall generally be filled within ninety (90) days unless mutually agreed upon and after fiscal and budgetary demands upon the position have been reconciled to the reasonable satisfaction of Management. The Civil Service Commission shall be notified within ten (10) days of such reconciliation. It shall fill the vacancy in accordance with the Civil Service Rules.
- 25.2 When a temporary vacancy above the rank of firefighter occurs, for a period of more than ninety (90) days, that position shall be filled on a temporary basis by a candidate from the current certified list for that position for no more than ninety (90) days. If the vacancy continues, then it will be filled by another candidate from the current certified list. Candidates will be rotated in a manner that is fair and consistent and is least disruptive to the respective shifts. When the employee that caused the temporary vacancy returns to work, the temporary position shall end and the employee that held that position shall return to his normal rank.

Article 26

Court Appearances

- 26.1 Employees of the District who are subpoenaed to appear in court during off-duty hours as a witness for court matters falling directly within the scope of their employment will:
- a) Receive compensation at one and one half (1 ½) times their regularly hourly rate of pay for such time spent in court and if required to travel out of the local area, will be compensated only for actual court time.
 - b) Witness fees received shall be submitted to the District.
- 26.2 Employees of the District who are subpoenaed to appear in court during on-duty hours as a witness for court matters falling directly within the scope of their employment, shall be compensated at their regular on-duty rate and any witness fees shall be submitted to the District.
- 26.3 Employees of the District who are subpoenaed to appear in court in matters not falling directly within the scope of their employment, shall be granted time off without pay for such court appearance.

Article 27

Jury Duty

- 27.1 Immediately upon receipt of notice of jury duty, the employee shall notify his immediate supervisor by official report. He shall be required to transfer any compensation received to the District for such jury duty time that he receives his regular rate of pay from the District.

Article 28

Union Business

- 28.1 Employees elected as local union representatives may utilize accrued vacation time to attend functions or they may utilize authorized shift trades. Not exceeding two members of the negotiating team may be allowed time off with pay for meetings which shall be mutually set by the District and the Union. The Union may at times hold meetings at any JCFD 5 Fire Station between the hours of 0800 and 1100 and between 1700 and 2300. The District shall be given advance notice of all such meetings.
- 28.2 **UNION LEAVE – Annual Total 96 Hours** Local 2596, as determined by the local union president, may utilize a cumulative total of 96 hours of uncompensated Administrative Leave annually (these hours do not carry over to the following year). These absences will be covered by the Fire District with on-duty or overtime personnel. The District shall be given 24 hours of advance notice to facilitate scheduling requirements.

Article 29

Death in the Family

- 29.1 In the event of a death in the immediate family of an employee, the employee will be granted three (3) shifts off and in case of travel in excess of six hundred (600) miles one way, an extra two (2) shifts will be given with no loss of pay. The immediate family shall be defined as wife, husband, son, daughter, stepchildren, mother, father, brother, sister, grandparents, grandchildren, mother-in-law, father-in-law. Exceptions may be allowed if approved by the Fire Chief of the District.

Article 30

Use of Tobacco

- 30.1 Any new employee hired after July 1, 1988 will be a non-smoker defined as a non- user of tobacco products in any form and subject to non-smoking status for the duration of his/her career.
- 30.2 Employees hired prior to July 1, 1988 will conform to the following policy: Use of tobacco is banned in all District facilities and is prohibited in all District owned vehicles and equipment. No additional break time shall be allowed for use of tobacco products. The District will designate smoking areas outside each facility location.

Article 31

Mandatory Physical Fitness

- 31.1 All members of the Bargaining Unit will participate in a mandatory physical fitness program.
- 31.2 Duty Captain shall determine the workout time for the crew each shift. The crew will all work out at the same time. Acceptable work out periods are from 0815-1000 hours or 1515-1700 hours.
- 31.3 Dress for participation will be t-shirts, shorts, gym shoes or sweat suit and gym shoes. If called out on a run while participating in the program, an individual may respond in turn outs or other appropriate attire.
- 31.4 Showers; at the completion of the training session showers will be taken and members will return to regulation uniform.
- 31.5 Employees shall cleanup work out area, put away weights, straighten up facility, etc.
- 31.6 Beginning July 1, 2019 during the months of May and June, the District shall conduct an annual pack test, requiring the employees to walk a 3 mile course, wearing a 50lb vest or hose pack in one (1) hour. Those employees that miss the scheduled dates, will be required to complete the annual pack test on their return to duty
- 31.7 If a member fails to complete the annual fitness test within the acceptable time of a total of one (1) hour, the following measures shall be taken:
 - Step 1: In the event an employee fails to achieve the established minimum standard, the employee will be provided with a copy of this Article and the FTF policies pertaining to the annual fitness test, together with a statement that he has a first test failure. He will also receive a verbal reprimand. The member will have a period of sixty (60) days in which to retake and successfully complete (within one hour) the annual fitness test. If he is successful in doing so, no further disciplinary action will be taken and he will be returned to the normal test cycle.

Article 31 (Continued)

Step 2: If the member fails to successfully complete the annual fitness test within the sixty (60) day period, he shall receive a verbal reprimand with documentation and he shall have a period of sixty (60) days to retake and successfully complete (within one hour) the annual fitness test. If he is successful in doing so, no further disciplinary action will be taken and he will be returned to the normal test cycle. The verbal reprimand with documentation shall also be expunged from his personnel file.

Step 3: If the member fails to successfully complete the annual fitness test within the Step 2 sixty (60) day period, he shall receive a written reprimand and he shall have a period of forty-five (45) days to retake and successfully complete the annual fitness test (within the prescribed hour). If he is successful in doing so, no further disciplinary action will be taken and he will be returned to the normal test cycle. The written reprimand shall also be expunged from his personnel file.

Step 4: If the member fails to successfully complete the annual fitness test in one hour within the next forty-five (45) day period, he will be administered a three (3) day suspension without pay and he shall have a period of forty-five (45) days to retake and successfully complete (within a total of one hour) the annual fitness test. If he/she is successful in doing so, no further disciplinary action will be taken and he will be returned to the normal test cycle. The documentation of the suspension shall also be expunged from his personnel file.

Step 5: If the member fails to successfully complete the annual fitness test in one (1) hour within the next forty-five (45) day period, he/she shall be terminated from employment with JCFD#5 for the inability to meet physical fitness requirements.

Article 32

Progressive Discipline Procedure

32.1 Jackson County Fire District No. 5 will discipline for just cause in the following four (4) step manner:

- Step 1 -
 - A. Oral warning, without documentation
 - B. Oral warning, with documentation
- Step 2 - Written reprimand
- Step 3 - Disciplinary layoff/demotion
- Step 4 - Discharge

32.2 Additionally, the District retains discretion of not utilizing the four (4) step approach in cases of serious offense. Examples of such serious offenses include, but are not limited to:

- Stealing
- Drunkenness when reporting for duty or during tour of duty
- Unprescribed use of drugs or alcohol when reporting for duty or while on tour of duty
- Use of prescription drugs that may impair their ability to perform duties when reporting for duty or while on tour of duty without prior notification to the Fire Chief
- Conviction of a felony
- Falsification of records

All employees are presumed to know the above offenses may lead to discharge.

Article 33

Working out of Classification

- 33.1 The District and Bargaining Unit agree that Firefighters who are appointed to work and serve in the capacity of Fire Engineer shall receive 10% per hour of their current base salary (calculated to the nearest hour) Effective January 1, 2020, Acting Engineers must be on a certified Civil Service list or an Acting Engineers List to serve as Acting Engineer. Probationary Firefighters or Apprentices may not serve as Acting Engineers. Probationary Firefighters or Apprentices may drive and operate brush engines, water tenders and other light vehicles. Probationary Firefighters or Apprentices may operate and drive Type 1 Engines and other heavy apparatus in training or for routine maintenance and equipment shuttles.
- 33.2 The District and Bargaining Unit agree that Firefighters/Engineers who are temporarily appointed to work and serve in the capacity of Fire Captain shall be receive 10% per hour of their current base salary per hour (calculated to the nearest hour) but not to exceed Captain 3. Effective January 1, 2020, Acting Captains must be on a certified Civil Service list or an Acting Captains List to serve as Acting Captains.
- 33.3 Effective January 1, 2020, Captains will no longer serve as Duty Officer unless acting in the temporarily capacity of Battalion Chief.
- 33.4 The District and Bargaining Unit agree that Captains who are temporarily appointed to work and serve in the capacity of Battalion Chief shall be receive 10% per hour of their current base salary (calculated to the nearest hour). Effective January 1, 2020, Acting Battalion Chiefs must be on a certified list or an Acting Battalion Chiefs List to serve as Acting Battalion Chief.
- 33.5 The District and Bargaining Unit agree that Battalion Chiefs who are temporarily appointed to work and serve in the capacity of Assistant Chief or Fire Chief shall be receive 10% per hour of their current base salary (calculated to the nearest hour). Effective January 1, 2020, Acting Battalion Chiefs must be on a certified list or an Acting Battalion Chiefs List to serve as Acting Battalion Chief.

Article 34

Carryover from the Unrepresented & FLSA Employees Benefit Plan

34.1 The District and Bargaining Unit agree that the rank of Battalion Chief is an FLSA exempt Supervisory Management Position. Additionally it is agreed that the following apply to the position:

- 1) Base pay for all unrepresented employees include the 6% PERS pickup (pretax gross wages).
- 2) All unrepresented employees receive Health, Life AD&D/LTD, 457/401(a) and EAP
- 3) All unrepresented employees receive longevity pay same as bargaining unit
- 4) All unrepresented employees hired after 7/1/19 limited to 2080 hrs. SL accrual (40hr)
- 5) All unrepresented employees hired after 7/1/19 limited to 2880 hrs. SL accrual (53hr)
- 6) All unrepresented employees hired after 7/1/19 limited to 220 hrs. vacation compensation (40hr)
- 7) All unrepresented employees hired after 7/1/19 limited to 408 hrs. vacation compensation (53hr)
- 8) All unrepresented employees accrue vacation at same rate as the bargaining unit for 40/53 hrs.
- 9) All unrepresented employees may "sellback" leave at same rate/manner as the bargaining unit
- 10) All unrepresented employees receive COLA at same rate as the bargaining unit
- 11) FLSA exempt employees receive EMT/Educational incentive at same rate as the bargaining unit
- 12) FLSA exempt 53 hour employees receive holiday pay at same rate as the bargaining unit
- 13) FLSA exempt employees receive standby pay equivalent to 1 hour for every 6 hours
- 14) FLSA exempt employees may retain, but not earn compensatory time (COMP) at promotion
- 15) FLSA exempt employees receive 156 hrs. Management Leave annually (Ineligible for "sellback")
- 16) FLSA exempt employees receive extra shift pay when covering for 53 hr. Battalion Chiefs
- 17) FLSA exempt employees receive OT on reimbursable events only
- 18) FLSA exempt employees receive 10% of base salary when assigned to work out of class
- 19) FLSA exempt employees promoted after 7/1/19 will have an 18 month probationary period.

In the event that any of the pay and benefits described in this Article conflict with another provision in this agreement, the Battalion Chief position shall be entitled to receive the pay/benefit that is most beneficial to the Battalion Chief.

Article 35

Parental Leave

35.1 Parental Leave shall be granted in accordance SOP 5.1.9

Article 36

Personnel Files

- 36.1 Each employee, may upon written request, and at a mutually agreeable time, not more than four (4) times a calendar year, have access to his personnel files exclusive of materials received prior to the date of his employment with the District. The District may choose to have a management representative present when the employee reviews his personnel file. Any employee may request the District to reproduce his personnel file in part or in full for individual use, at his expense; and such reproduction will be accomplished as soon as practicable.
- 36.2 Each employee shall read and sign any written evaluations or disciplinary memoranda placed in the personnel file. Employees may place a written signed response in their personnel files, provided such response is submitted within ten (10) days of the employee's review and signature of the material and such response shall be attached thereto.
- 36.3 Documentation of discipline other than suspensions shall be removed from the employee's personnel file upon written request by the employee after one year or the probationary period whichever is less providing no subsequent disciplinary actions of like nature have taken place in the interim period. Documentation of suspensions may be removed in like manner after eighteen (18) months.
- 36.4 The District and Bargaining Unit agree that revisions to Article 36 will be in accordance with Oregon Secretary of State Archives Division, County and Special District Retention Schedule 166-150-0005 and The Privacy Act of 1974, 5 U.S.C. § 552a.

Article 37

Use of Alcohol and Drugs

37.1 Statement of Principle.

The District and the Union jointly recognize that the use of drugs and alcohol, which adversely affects job performance, may constitute a serious threat to the health and safety of the public, to the safety of fellow employees, and to efficient operation of the District.

37.2 Alcohol and Drugs Usage Protocols

Pursuant to the Statement of Principle stated in 37.1 above, the District and Union agree to the Alcohol and Drugs Usage Protocols as attached hereto and incorporated herein by this reference as Appendix A.

Article 38

Civil Service Commission/Rules

Civil Service Commission/Rules

38.1 The parties recognize that the District has a Civil Service Commission and has adopted governing Civil Service Rules. It is acknowledged that, except as expressly otherwise referenced herein, where the Civil Service Rules, procedures and guidelines conflict with the terms of this Agreement, the Agreement shall prevail.

APPROVED
Jackson County
Fire District 5

BY:  DATE 6-12-23
VICKI PURSLOW, BOARD CHAIRPERSON
JACKSON COUNTY FIRE DISTRICT No.5

BY:  DATE 6/13/23
IAFF LOCAL #2596
BRADY GRAHAM, UNION PRESIDENT

ALCOHOL AND DRUGS USAGE PROTOCOLS

I. PURPOSE

- A. To ensure a safe working environment for all District employees.
- B. To prevent substandard performance due to substance abuse.
- C. To promote the health and well-being of all District employees.
- D. To inform the employees 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, rehabilitation, and corrective action.
- F. To assure that all District actions involving substance abuse testing or corrective action are in compliance with state and federal laws regarding substance abuse testing and discipline.
- G. To establish standards for substance abuse prevention and education.

II. SCOPE

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

III. AUTHORITY AND RESPONSIBILITY

- A. The Fire Chief or Duty Officer shall conduct all investigations, drug testing procedures, and follow up activities in accordance with this policy. An employee who is under investigation shall be considered as being placed on paid administrative leave from the initiation of the investigation until its conclusion.
- 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 employee 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, recognition, counseling, and the implementation of this policy.

IV. **DEFINITIONS**

- A. **CAUSE** - Any work-related accident or incident involving property damage or physical injury which the District reasonably believes occurred due to employee negligence.
- B. **SAMHSA GUIDELINES** - The term "SAMHSA Guidelines" as used throughout these Protocols shall refer to the Substance Abuse and Mental Health Services Administration Mandatory Guidelines for Federal Workplace Drug Testing Programs in effect at the time of any alleged substance abuse.
- C. **DRUGS** - All forms of narcotics, depressants, stimulants, hallucinogens, cannabis, and alcohol whose sale, purchase, transfer, use or possession, or manufacture is prohibited or restricted by the law and/or as otherwise defined by SAMHSA Guidelines.
- D. **DRUG AND ALCOHOL TEST** - The compulsory production and submission of urine, breath and/or blood by an employee 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.
- E. **UNACCEPTABLE LEVEL OF A DRUG** - Amounts equal to or greater than those set forth in V.D. below, or use of prescription medications without reporting same under V.B. below when usage may impair job performance.
- F. **LAST CHANCE 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.
- G. **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.

H. **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 the 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 being involved in an accident which results in physical injury or property damage.

V. **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. An employee utilizing any prescribed medications or controlled substances that may affect the employee'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 employee 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 employee's responsibility to determine from the employee's physician whether a prescribed treatment may impair job performance. Failure to report the use of a prescribed medication or a controlled substance which an employee has been informed may affect the employee's abilities to safely perform assigned duties may subject an employee to disciplinary action. In the event there is a question regarding an employee's ability to safely perform assigned duties, clearance from the employee's physician will be required.

C. Testing for drugs will be conducted in accordance with SAMHSA Guidelines and T. below. 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 blood alcohol content is .02 percent or greater.

- E. Employees shall report to the Fire Chief or Duty Officer any situation in the workplace which indicates another employee may be impaired due to the use of a drug while on-duty.
 - F. Employees shall report to the Fire Chief or Duty Officer any situation in the workplace which indicates another employee 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 and/or upon cause as defined in IV. A. above.
 - H. Employees shall submit immediately to a drug test when requested to do so by the Fire Chief or Duty Officer.
 - I. The employee shall sign a consent form for urine, breath, or blood samples. An employee who refuses to be tested when so required will be subject to the full range of disciplinary action, including dismissal. Attempts to alter or substitute the specimen provided will be deemed a refusal to take the drug test when required.
 - J. All new employees 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 an employee's 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. District and union agree to defer to Asante Work Health and their practices for use of certified laboratories that can demonstrate experience and capability of quality control, documentation, chain of custody, technical expertise, and demonstrated proficiency in urine, blood, and breath testing.
- JCFD 5 Drug Screen protocol is an 11 panel "insta cup" by Medtox labs (Medtox is a SAMHSA certified lab). If the insta cup is negative, no further testing is required and the record will reflect a negative test. If anything shows positive the sample is sent to Medtox for confirmation.

- N. All employees will be fully informed of this Policy before testing is administered. Newly hired employees will be provided with this information as part of orientation. No employee shall be tested until this information is provided.
- O. AU test results, other than negative results, shall be evaluated by a suitably trained physician or Medical Review Officer (MRO) as defined by SAMHSA Guidelines.
- P. At any time, the Union, 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 Union may inspect individual test results if the release of this information is authorized by the employee involved.
- Q. Failure to follow any of the procedures listed in this 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 employee.
- R. Searches by the District of personal vehicles parked on District property are prohibited, except as provided in U. below.

S. **EMPLOYEE RIGHTS**

- 1. The employee shall be informed verbally prior to testing of the circumstances surrounding the testing and the reasons why the test is being ordered.
- 2. The employee shall be informed in writing within twenty-four (24) hours after testing of the circumstances surrounding the testing and the reasons why the test was ordered.
- 3. The employee 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.
- 4. The employee shall be informed verbally of this Policy and the procedures for testing when notified of the order to test.
- 5. If the results of the laboratory testing procedures specified in this Article are negative, all further testing shall be discontinued except as specified in U.2.

6. Any employee 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.
7. The reasons for requesting the test and the testing results will be kept confidential and private in the same manner as other employee medical records.
8. The District shall bear the cost of all initial drug tests. If the employee chooses to test the remaining untested sample, the employee 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 employee of the cost of the second testing.
9. If the test is positive for an unacceptable level of a drug, the employee will be notified of the positive results within twenty-four (24) hours after the District learns of the results and will be provided with copies of all documents pertinent to the test sent to or from the District by the laboratory. The employee will then have the option of having the remaining untested sample submitted to an additional qualified SAMHSA certified laboratory as identified by Asante Work Health.
10. If the test results are not positive for drugs as such results are defined in V.D. above, the employee shall be so notified and all District documents related to testing shall be destroyed.
11. Each employee has the right to challenge the results of drug testing in the same manner that the employee may grieve any managerial action.
12. This drug testing program is initiated solely at the request of the Fire District. The Union shall be held harmless for the violation of any worker's rights by the District arising from the administration of these Protocols.
13. The employee testing positive for drugs will be placed on administrative leave with pay pending the final decision of the Fire Chief.

T. **TESTING** The following procedures and testing mechanisms shall be used for any tests for drugs performed on employees:

1. Within twenty-four (24) hours of testing, the employee 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.
2. Drug testing may only be requested when the employee's supervisor believes that reasonable suspicion exists or there is cause.
3. The employee will be transported, as soon as possible, by the Fire Chief or Duty Officer and a Union member to the Asante Work Health office during normal business hours or to Rogue Regional Medical Center after hours where Asante Work Health on call person will be notified. If a union member is not available then an E-Board member shall be notified.
4. 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 employee shall not be witnessed while submitting a urine sample.
5. Each step in the collection and processing of the urine or blood specimens shall be documented to establish procedural integrity and chain of custody.
6. Immediately after the urine specimen is collected in a Medtox "insta cup" the results will be read by a qualified collector. If any results are deemed positive, the specimen will be sent to the SAMHSA certified lab for confirmation.
7. Any urine screening shall be performed by the use of Gas Chromatography/Mass Spectrometry or GC/MS. If at any time there exists a test with a higher rate of reliability than the GC/MS test, such test shall be used in place of the GC/MS test if agreed to by the Union and the District.
8. Alcohol testing should be initially conducted through the analysis of breath using scientifically accepted technology utilized by Asante Work Health. Technicians shall be certified by Lifelock, the company which manufactures the testing instrument. A blood test may be administered thereafter at the option of the employee or the District, the results of which shall be determinative.

U. CONSEQUENCES OF UNACCEPTABLE RESULTS

- I. It is the intent of the District and the Union to assist the member in overcoming any substance or drug related dependency.
 - a. Therefore, whenever a member has tested positive, the District may require the member to receive immediate counseling from a subsequent dependency problems will be treated as a first occurrence subject to the treatment and rehabilitation sections of this policy.

VI. DUTY ASSIGNMENT AFTER TREATMENT

- A. Once an employee successfully completes rehabilitation, he shall be returned to his regular duty assignment.
- B. Employee reassignment 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 year after completion of same, the records of treatment and positive test results shall be retired to a closed medical record at the employee's written request. The employee 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.

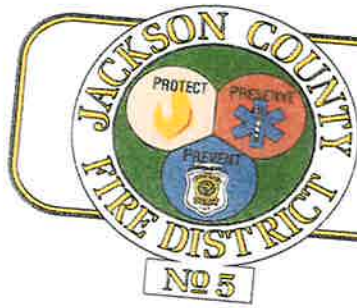
VII. INTERFERENCE WITH PROTOCOLS

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 blood or urine samples.

VIII. CONFLICTS WITH OTHER LAWS

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





JACKSON COUNTY FIRE DISTRICT #5

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Brady Graham
President Local 2596
PO Box 451
Talent Oregon

Dear President Graham,

Per our meeting regarding and in alignment with Board action effective June 12, 2023 and the current Collective Bargaining Agreement 2023-2026, we have established the following:

Article 7

Wages

- 7.1 Effective July 1st, 2019 base pay for members of the Bargaining Unit will include the 6% PERS Pickup. The District will no longer be responsible for subvention of employee contributions to PERS. The employee contribution will come directly from employee's pre-tax bi-weekly gross wages subject to PERS [E.g. base, special, longevity, 401(a)]. The new wage scale is as follows:

7.1 Wages - Tables will be amended as follows:

Wages 2023-2026 (+6% PERS) COLA Year One (1)

RANK	Annual	Monthly	Pay Period	Hourly*	Overtime
FF 1	\$56,721.09	\$4726.76	\$2181.58	\$18.90	\$28.35
FF 2	\$59,661.16	\$4971.76	\$2294.66	\$19.88	\$29.82
FF 3	\$73,392.83	\$6116.07	\$2822.80	\$24.45	\$36.68
FF 4	\$76,290.37	\$6357.53	\$2934.24	\$25.42	\$38.13
FF 5	\$78,502.14	\$6541.85	\$3019.31	\$26.15	\$39.223
FF 6	\$80,887.58	\$6740.63	\$3111.06	\$26.95	\$40.42
FF 7	\$82,505.33	\$6875.44	\$3173.28	\$27.49	\$41.23
ENG 1	\$85,805.54	\$7150.46	\$3300.21	\$28.59	\$42.88
ENG 2	\$88,280.70	\$7356.73	\$3395.41	\$29.41	\$44.12
ENG 3	\$90,755.86	\$7562.99	\$3490.61	\$30.24	\$45.36
CAP 1	\$94,386.09	\$7865.51	\$3630.23	\$31.45	\$47.17
CAP 2	\$97,108.77	\$8092.40	\$3734.95	\$32.35	\$48.53
CAP 3	\$99,831.44	\$8319.29	\$3839.67	\$33.26	\$49.89
BC 1	\$103,824.69	\$8652.06	\$3993.26	\$34.59	\$51.89
BC 2	\$106,819.64	\$8901.64	\$4108.45	\$35.59	\$53.38
BC 3	\$109,814.58	\$9151.22	\$4223.64	\$36.59	\$54.88


Wages 2023-2026 (+6% PERS) COLA Year Two (2)

RANK	Annual	Monthly	Pay Period	Hourly*	Overtime
FF 1	\$58,989.93	\$4,915.83	\$2,268.84	\$19.65	\$29.48
FF 2	\$62,047.61	\$5,170.63	\$2,386.45	\$20.67	\$31.01
FF 3	\$76,328.54	\$6,360.71	\$2,935.71	\$25.43	\$38.15
FF 4	\$79,341.98	\$6,611.83	\$3,051.61	\$26.43	\$39.65
FF 5	\$81,642.23	\$6,803.52	\$3,140.09	\$27.20	\$40.80
FF 6	\$84,123.08	\$7,010.26	\$3,235.50	\$28.03	\$42.04
FF 7	\$85,805.54	\$7,150.46	\$3,300.21	\$28.59	\$42.88
ENG 1	\$89,237.76	\$7,436.48	\$3,432.22	\$29.73	\$44.60
ENG 2	\$91,811.93	\$7,650.99	\$3,531.23	\$30.59	\$45.88
ENG 3	\$94,386.10	\$7,865.51	\$3,630.23	\$31.45	\$47.17
CAP 1	\$98,161.53	\$8,180.13	\$3,775.44	\$32.70	\$49.06
CAP 2	\$100,993.12	\$8,416.09	\$3,884.35	\$33.65	\$50.47
CAP 3	\$103,824.70	\$8,652.06	\$3,993.26	\$34.59	\$51.89
BC 1	\$107,977.68	\$8,998.14	\$4,152.99	\$35.98	\$53.96
BC 2	\$111,092.43	\$9,257.70	\$4,272.79	\$37.01	\$55.52
BC 3	\$114,207.17	\$9,517.26	\$4,392.58	\$38.05	\$57.08

Wages 2023-2026 (+6% PERS) COLA Year Three (3)

RANK	Annual	Monthly	Pay Period	Hourly*	Overtime
FF 1	\$60,759.63	\$5,063.30	\$2,336.91	\$20.24	\$30.37
FF 2	\$63,909.04	\$5,325.75	\$2,458.04	\$21.29	\$31.94
FF 3	\$78,618.39	\$6,551.53	\$3,023.78	\$26.19	\$39.29
FF 4	\$81,722.24	\$6,810.19	\$3,143.16	\$27.23	\$40.84
FF 5	\$84,091.49	\$7,007.62	\$3,234.29	\$28.02	\$42.03
FF 6	\$86,646.77	\$7,220.56	\$3,332.57	\$28.87	\$43.30
FF 7	\$88,379.71	\$7,364.98	\$3,399.22	\$29.45	\$44.17
ENG 1	\$91,914.89	\$7,659.57	\$3,535.19	\$30.62	\$45.94
ENG 2	\$94,566.29	\$7,880.52	\$3,637.16	\$31.51	\$47.26
ENG 3	\$97,217.68	\$8,101.47	\$3,739.14	\$32.39	\$48.59
CAP 1	\$101,106.38	\$8,425.53	\$3,888.71	\$33.69	\$50.53
CAP 2	\$104,022.92	\$8,668.58	\$4,000.88	\$34.66	\$51.99
CAP 3	\$106,939.44	\$8,911.62	\$4,113.06	\$35.63	\$53.44
BC 1	\$111,217.01	\$9,268.08	\$4,277.58	\$37.05	\$55.58
BC 2	\$114,425.20	\$9,535.43	\$4,400.97	\$38.12	\$57.19
BC 3	\$117,633.38	\$9,802.78	\$4,524.36	\$39.19	\$58.79


 Charles Hanley
 Fire Chief


 Brady Graham
 President Local 2596