



COLLECTIVE BARGAINING AGREEMENT BETWEEN
GRANTS PASS PROFESSIONAL FIREFIGHTERS LOCAL 3564
AND
APPLEGATE FIRE DISTRICT

July 1, 2026 – June 30, 2029

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AGREEMENT BETWEEN
APPLEGATE VALLEY RURAL FIRE PROTECTION DISTRICT #9, OREGON AND
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 3564

Agreed to and to be in effect between the Applegate Valley Rural Fire Protection District #9, Oregon, hereinafter called the "District," and the International Association of Firefighters Local 3564, hereinafter called the "Union", made and entered into for the purpose of establishing the wage scale, schedule of hours, and conditions of employment affecting members of the bargaining unit.

The purpose of this Agreement is to set forth the full and complete Agreement between the parties on matters relating to employment relations.

ARTICLE 1 - RECOGNITION

1.1 Sole and Exclusive Agent

The District recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment, for all employees who are members of the bargaining unit.

The bargaining unit shall consist of the following classifications:

- Fire Captain
- Fire Lieutenant
- Engineer

1.2 Exclusions

All classifications except those listed above are excluded from the bargaining unit, including non-firefighting staff, Fire Chief, Deputy Chief, Division Chief, volunteers, seasonal or temporary employees, and student firefighters.

1.3 New Classifications

New classifications may be developed within the fire services by the District, and a wage scale assigned thereto. The District shall forward the new classification and wage scales to the Union for its review of the wage scale. If the parties cannot agree the contract may be reopened on the wage scale and working conditions for the new classification only.

1.4 Notice

Where reference is made to some duty to be performed by the District in the contract, or some notice or filing to be made with the District, the District will through its Fire Chief or other such supervisory officers or employees as may be designated by its District Manager. All correspondence to the District shall be addressed to: Fire Chief, 1095 Upper Applegate Rd. Jacksonville, OR 97530.

When reference is made in this contract to the Union, in that some action is taken by or directed by the Union, the Union will act through delegated representatives of the Union as may be designated by the Union. All correspondence to the Union shall be addressed to the President, International Association of Firefighters Local 3564, PO Box 1466, Grants Pass, Oregon 97528.

1.5 Volunteers

The District has programs for student firefighters and volunteers. The District may determine the need to modify and/or expand the above listed programs. Such personnel will augment and not replace bargaining unit workers. Such created positions shall not be a part of the bargaining unit.

ARTICLE 2 - MANAGEMENT RIGHTS

The Union recognizes the prerogative of the District to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers or authority which the District has not expressly abridged, delegated, or modified by this Agreement are retained by the District. It is understood and agreed that the District possesses the sole and exclusive right to operate the District through its Fire Chief and Board of Directors and that all management rights repose in it, but such rights must be exercised consistent with the other provisions of this contract. These rights include but are not limited to the following:

1. To determine the mission of its constituent department, commissions, and boards.
2. To set standards and levels of service.
3. To direct its employees.
4. To discipline or discharge for just cause.
5. To relieve its employees from duty because of lack of work, finances, or other legitimate reasons.
6. To maintain the efficiency of governmental operations.
7. To determine the methods, means, and personnel by which government operations are to be conducted.
8. To determine the content of job classifications.
9. To take all necessary action to carry out its mission in emergencies; and
10. To exercise complete control and discretion over its Union and the technology and staffing levels of performing its work.

ARTICLE 3 - NON-DISCRIMINATION

3.1 Rights

Employees shall have the right to form, join, and participate in the activities of employee Unions of their own choosing, for the purpose of representation matters of employment relations. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the District because of the exercise of the employee's rights under the Agreement in effect between the District and the Union.

3.2 Application of Agreement

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without illegal discrimination as to marital status, religion, sex, race, color, national origin, age, physical or mental disability, Union affiliation, or political affiliation. Both parties will cooperate by providing information should a complaint be made against either party.

ARTICLE 4 - SECURITY

4.1 Time

The District agrees to allow reasonable time while on duty for members who are designated Union representatives for the purpose of handling and processing grievances and participating in negotiations. However, all efforts shall be made to schedule such activities so as not to interfere with departmental operations or staffing levels. The names of employees acting as Union representatives shall be certified in writing to the District by the Union.

4.2 Solicitation

The Union agrees that its members will not solicit membership in the Union or otherwise carry on Union activities during working hours, except as specifically provided in this Agreement.

4.3 Checkoff

Any employee who is a member of the Union or who has applied for membership shall sign and deliver to the Union, who shall forward to the District, an original assignment authorizing deduction of membership dues in the Union. Such authorization shall continue in effect from year to year unless revoked or changed in writing. Pursuant to each authorization the District shall deduct such dues over the first and second salary check of said employee, each month. The amounts deducted shall be transmitted within 10 days to the Union.

4.4 Right of Access

The Union and/or its designated representatives shall have the right of reasonable access to the fire stations but will not unreasonably interfere with the employees' work.

Prior to contacting on duty employees, the Union shall apprise a member of the Command Staff (Career Chief Officers) of the purpose of this visit, the length of time required, and persons to whom they desire to speak. Said visit shall take place outside the employee's normal workday.

4.5 New Hires

The District will notify the Union of all new hires in the unit within 2 weeks after their having been employed, furnishing the Union with the new employee's name, mailing address, and position for which the Employee was hired.

4.6 Bulletin Board

The District agrees to allow suitable wall space in the Headquarters fire station, not to exceed 3' x 4' for a bulletin board which may be locked by the Union, to be used by the Union for the posting of notices and bulletins relating to the Union.

The Union shall limit its posting of Union notices and bulletins to such bulletin board, which shall be used only for the following Union notices and bulletins.

- a) Recreation and Social Affairs of the Union
- b) Union Meetings
- c) Union Elections
- d) Reports of Union Committees
- e) Rulings or Policies of the Bargaining Unit
- f) Communications from the Union to the Bargaining Unit
- g) Other Related Items

4.7 Use of Buildings

The District agrees to the reasonable use of the fire stations for the purpose of holding Union meetings. Such meetings may be held after reasonable notice is given to the Fire Chief or the employer's designee, and must conform to District policy so long as such policy does not unreasonably restrict the use intended by this clause. Such use shall be consistent with the operating needs of the fire services and not in conflict with any prior scheduled use of the building.

4.8 Hold Harmless.

In all transactions listed above the Union agrees to hold the District harmless from any and all action taken, for the purposes of complying with the provisions of this Article. The District will not be held liable for the errors made in payroll deductions, but will make proper adjustments with the Union for errors after they are recognized or brought to the attention of the District. The Union shall refund directly to the employee any salary deduction that does not meet the representational purposes represented in Sections 4.4 and 4.5. If the District fails to make the proper deduction, the appropriate adjustment will be made to the Union. In no case shall the District's liability for such adjustment extend beyond twelve (12) months.

ARTICLE 5 - HOURS AND OVERTIME

5.1 Hours of Work

The average regular work week for full-time shift employees shall be 56 hours based on a 52-week year (2,912 hours annually) as scheduled by the Fire Chief and/or their designee.

1. The regular hourly rate of pay shall be the monthly rate divided by 242.7.
2. The work period shall be 0700 to 0700 for 24 hours.
3. No employee shall be permitted to work in excess of 72 consecutive hours.
4. For purposes of hours worked, Daylight Savings Time and Standard Time changes will not impact hours worked for purposes of overtime calculations and leave accruals.
5. Hours of work may be changed by mutual agreement between the District and the Union.

5.2 56 Hour Work Shift Normal Workday

The work shift for shift employees shall be 24 hours in length (for the purpose of computing overtime, the 24-hour long day shall be used). Except for emergencies, cleanup, and maintenance required following an emergency and/or training to maintain the operational readiness of the fire services, employees will not normally be required to work in excess of ten (10) hours inclusive of meal periods during any 24 hour work shift; such ten (10) hour workday shall be termed the "normal workday."

Such ten (10) hour "normal workday" shall be scheduled with regular starting and quitting times so far as this is consistent with the operating needs of the district. Training (weekly drills & shift training) will be an exception to the "normal workday". In no instances will the "normal workday" nor work in excess of the "normal workday" be utilized by the District for disciplinary purposes.

5.3 Regular Hours

In the case of shift employees, the hours of the shift shall be consecutive including rest periods and meal periods.

5.4 Physical Fitness

At the start of each shift, bargaining unit employees are encouraged to participate in physical fitness for one (1) hour. If the member does not participate in physical fitness the member is to begin the workday as usual. It is understood that District activities such as response to emergency incidents and mandatory training will always take precedent. In the case of such, the employee will be allowed to complete their one (1) hour of physical fitness later during the work day.

5.5 Meal Periods

One (1) hour meal periods shall be granted during each shift, consistent with the operating needs of the District.

5.6 Rest Periods

In the case of shift employees, a rest period of fifteen (15) minutes shall be permitted for all employees during each half of the normal workday. Rest periods shall be scheduled in accordance with the operating requirements of the district.

5.7 Holiday Routine

Employees working on named holidays as defined in Section 6.1, shall be required to respond to calls and to perform maintenance, clean up, and scheduled duties. Upon completion of the above, employees will be on "holiday routine" and shall be allowed free time in the same manner as time outside the ten (10) hour "normal workday".

5.8 Overtime

Shift employees who work hours annexed consecutively to the end of the work shift shall receive overtime pay in fifteen (15) minute increments for holdover purposes.

Regular Shift Employees: Shift employees shall be compensated at the rate of 1.5 times their respective 56-hour regular hourly rate for overtime work under the following conditions:

1. All time worked in excess of the regularly scheduled work shift for that employee.
2. All time worked in excess of 182 hours in a 24-calendar day period for 24-hour non-exempt employees. This meets the fire service FLSA Section 7(k) exemption. This equates to an additional half (0.5) time for those hours worked above the listed exemption.
3. All authorized accrued leave (vacation and sick) will be counted as "hours worked" when computing overtime premium pay in accordance with Oregon Law.
4. All FLSA premium pay will be paid on the payroll following the end of the 24-day cycle.

Example:

56 hours based on a 52-week year = 2,912 hours annually.

24-day calendar cycle = 16 cycles per year, each member works 8 shifts in each cycle, which equates to 128 days worked per year.

The FLSA overtime threshold for hours worked in a 24-day work period is 182 hours.

Actual hours worked by each member in a 24-day work period is 192 hours (8 shifts).

Therefore, for each member who works in excess of 182 hours, up to the 192 hour threshold will be paid at the half (0.5) time rate of the employee's regular rate of pay, which is 10 hours per 24-day work period.

5.9 No Pyramiding

In no event shall any employee compensation be received twice for the same hours.

5.10 Callback

Employees called back to work shall receive overtime pay for hours worked, and if called back shall be credited with not less than 2 hours' time. Overtime for the purpose of this section shall be compensated at 1.5 times the 56-hour hourly rate.

This section applies only when callback results in hours worked which are not annexed consecutively to one end or the other of the work shift. This section does not apply to scheduled overtime (such as meetings and project work), or overtime annexed to the beginning of the shift, or holdover times annexed to the end of the work shift.

It shall be considered callback if an employee ends the employee's shift and has not been previously required to extend the employee's regular shift as holdover time (such as when called back on an alarm or emergency). A call back shift for bargaining unit employees is a vacant shift as part of minimum staffing from the time a bargaining unit employee accepts the remainder of a vacant shift.

Employees assigned to emergency response duties may be subject to mandatory callback to duty outside of their regularly scheduled work hours when operational needs require additional staffing. Mandatory callback may occur due to, but is not limited to, emergency incidents, staffing shortages, large-scale events, natural disasters, or other circumstances as determined by the Fire Chief or their designee.

5.11 Distribution of Overtime

The Fire District will maintain a procedure for distributing overtime among the employees in an equitable a manner.

Bargaining Unit members will be notified using the District's staffing software when shift coverage is needed. If no member(s) of the bargaining unit is available after 30 minutes of the notification, the District shall resort to covering the needed shift how it best will serve the public.

5.12 Annual Reset of Overtime Hours

Overtime hours accrued by employees shall be calculated on a calendar-year basis. All overtime hours accrued during the calendar year shall reset to zero (0) hours at 0001 hours on January 1 of each year.

Only consecutively worked hours equal to or greater than eight (8) hours will be added to an employee's overtime bucket. The following will apply to the employees' bucket:

- Hours the employee has worked for the purpose of company and unit staffing
- Overtime hours earned while on an OSFM deployment

Overtime hours accrued for training, collateral duties, and meetings are not included.

Overtime hours shall not carry over from one calendar year to the next for purposes of tracking, eligibility, or calculation unless otherwise expressly provided in this Agreement.

5.13 Work Schedules

All shift employees, to the extent consistent with operating requirements, shall be scheduled to work on a regular work shift, and each shift shall have regular starting and quitting times. Work schedules showing the employee's shift, workdays, and hours shall be posted for seven (7) days prior to their effective date. Except for emergency situations and for the duration of the emergency, changes in work schedules shall be posted three (3) days prior to the effective date of the change.

The existing work schedules (48/96) shall remain in effect for the life of the Agreement.

*The regular rate is that rate which complies with FLSA. (In the event that an employee elects to be compensated overtime in compensatory time such time shall be applied at 1.5 times the greater of the actual time worked or at the minimum number of hours required under Section 5.10, (Callback). Compensatory time cannot be earned during regularly scheduled shifts or in other words – in place of the FLSA overtime hours.

5.14 Work Changes

Changes by the District to hours of work as set forth in this Article shall be made in accordance with the following procedure:

- The District shall give the Union 30 days prior written notice, specifying the desired changes. Bargaining in accordance with statutory requirements will then occur.

5.15 Duty Officer

When bargaining unit members are requested to be on standby from their residence (or vicinity) while off duty, they will receive 25% of the employee's overtime rate for every hour on standby. Once activated, they shall be paid a minimum of two (2) hours of overtime.

ARTICLE 6 - HOLIDAYS

6.1 Designation

The following shall be designated holidays:

- New Year's Day (January 1)
- President's Day (3rd Monday in February)
- Memorial Day (Last Monday in May)
- Fourth of July
- Labor Day (1st Monday in September)
- Veterans Day (November 11)
- Thanksgiving Day (4th Thursday in November)
- Day after Thanksgiving
- Christmas Day (December 25)

6.2 Holiday Compensation

Compensation for working holidays has been added to the Vacation accrual hours as listed in Section 7.1.

ARTICLE 7 - VACATIONS

7.1 Rate of Accrual

Vacation time for 56-hour bargaining unit employees shall accrue as follows:

Years of Service	Hours Earned Per Year
1-3 years	192
4-7 years	240
8-15 years	336
16+ years	384

7.2 Continuous Service

Continuous service, for the purpose of accumulating vacation leave credit, shall be based on regular paid hours. Time spent on unpaid leave shall not be counted as continuous service, provided the employee returning from such leave and employees on layoff status shall be entitled to credit for service prior to leave or layoff. For employees on military leave, seniority will continue at the date defined in this contract.

7.3 Accrual Limitations

No employee may accrue a vacation balance in excess of double the maximum annual accrual. Any employee with the maximum accrued vacation will forfeit additional accruals.

7.4 Scheduling

Vacation time shall be scheduled through the immediate supervisor based on the needs of efficient operations and the availability of vacation relief. Employees shall submit their request for vacation time off at least two (2) days prior to the requested time off. Subject to the foregoing, employees shall have the right to determine vacation times.

7.5 Payment on Termination

In the event of death or termination of an employee during the initial twelve (12) months of the employee's employment, no payment in lieu of vacation shall be made. In the event of death, retirement, or termination of employment after an employee has served for twelve (12) continuous months, and is otherwise eligible for vacation credits, the employee shall be entitled to payment for accrued vacation leave at the rate as of the date of eligibility. In the event of death, earned but unused vacation leave shall be paid in the same manner as salary due the deceased employee is paid.

ARTICLE 8 - SICK LEAVE

8.1 Accrual

Sick leave will accrue at the rate of twelve (12) hours per month. Sick leave shall not accrue while an employee is on leave without pay.

8.2 Utilization

A. Illness or Injury of the Employee

Employees may utilize their allowances of sick leave when unable to perform their work duties by reason of illness or injury or exposure to contagious diseases under which the health of the employees with whom associated or a member of the public would be endangered by the presence of the employee.

B. Illness in Family

Employees may utilize their allowance of sick leave when there is illness or injury as described in subsection (A) of Section 8.2. For the purpose of this section, immediate family will include spouse, children, father, mother, mother-in-law, father-in-law, and stepchildren (all in the household).

C. Funeral and Serious Illness Injury Leave

Employees may utilize their allowance of sick leave for the purposes of attending the funeral of a member of the family as defined in subsection (B) above. Employees may also utilize their allowance of sick leave for the purposes of attending to family members (spouse, children, mother, father, mother-in-law, father-in-law, brother, sister, maternal grandparents, paternal grandparents, and stepchildren) suffering from serious illness and/or injury which may result in death. This utilization shall include travel time to and from the funeral site and time for making necessary funeral arrangements. In the event there is no remaining sick leave available, the District shall, at the request of the employee, grant funeral leave without pay for the purpose of this subsection.

D. Physician's Statement

In the event that an employee is off more than 24 hours in one (1) tour, the District may require a physician's statement as to the nature of the illness, the need for the employee's absence and the estimated duration of absence; prior to allowing the employee to return to work, the District may require a doctor's release stating that the employee may return to the employee's normal duties without risk of aggravating the illness or injury.

When an employee is, by reason of the employee's illness or injury, unable to perform the employee's job with the regularity, efficiency, or degree of safety necessary and/or when an employee's illness is at a stage where it may present an unreasonable risk of infection to others, the District may require that the employee absent themselves and take further sick leave.

The physician's statement shall be submitted on a form provided by the District. The form shall be submitted to the employee's supervisor prior to returning to work.

E. Termination for Medical Reasons

Employees on time loss for an injury or illness who have used a 200-calendar day limit can be terminated for medical reasons and reemployed only when an opening occurs for which the employee is qualified. Near the end of the 200-day time limit a temporarily disabled employee who has a doctor's verification that they will be able to return to work within a short period after the end of the time period may request an extension from the Fire Chief.

F. Use of Sick Leave

If an employee has a foreseeable absence, such as a pre-scheduled medical appointment, the employee must provide at least five (5) calendar days advance notice of their intention to use sick leave prior to the date the sick leave is to begin or as soon as practicable. When an employee uses sick leave for a foreseeable absence, the employee shall make a reasonable effort to schedule the sick leave in a manner that does not unduly disrupt the operations of the employer.

If the reason for sick leave is unforeseeable, such as an emergency, accident, or sudden illness, the employee shall provide notice at least 60 minutes prior to the start of the employee's shift or, when circumstances prevent the employee from providing notice 60 minutes before the start of the employee's shift, as soon as is practicable. The employer may impose discipline for an employee's failure to provide notice as required by this subsection (F); however, no discipline shall be imposed where the failure to provide notice was due to circumstances beyond the employee's control.

8.3 Sick Leave Without Pay

Upon application by the employee, sick leave without pay may be granted by the District of the remaining period of the disability after all the employee's accrued leave has been exhausted (this is all forms of leave). The District may require a physician's statement on a periodic basis during the period of disability.

8.4 Integration with Workers' Compensation

When an injury occurs in the course of employment, the District's obligation to pay under this sick leave article is limited to the difference between any payment received under Workers' Compensation laws and the employee's regular pay minus state and federal deductions.

8.5 Sick Leave Conversion at Retirement or Death

The portion of the balance of an employee's accumulated sick leave above 520 hours shall be paid to the employee at one half (0.5) of the regular time rate of pay who terminates employment in good standing after ten (10) or more years of service, or to the employee's beneficiary in the event of death while a regular employee of the District.

8.6 Light Duty

Many slight injuries and sickness may prohibit the performance of regularly assigned duties; however, there may be other duties that such employees may be able to perform without aggravating such injuries or sickness. Providing the physician states that "light duty" is acceptable, the employee may, at the District's option, report to the employee's supervisor for assignment to duties related to public safety operations. The District may assign such duties as the health and condition of the involved employees permit only in cases where bonafide public safety related jobs or duties are available.

ARTICLE 9 – OTHER LEAVES OF ABSCENCE

9.1 Required Court Appearances

Leave of absence with pay shall be granted for an appearance before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena or other order by proper authority compelling the employee's attendance under penalty described by law in connection with the employee's officially assigned duties, including the time required for travel to court and return to the employee's assigned work location. Employees shall be required to seek all fees due for such duty and turn said fees over to the District. This provision is not intended to cover hearings conducted by the Oregon Employment Relations Board or grievance arbitrations held pursuant to this contract.

9.2 Military Leave With or Without Pay

Military leave with or without pay shall be in accordance with Oregon Revised Statutes and/or applicable Federal law.

9.3 Bereavement Leave

Absence with pay for up to 48 hours may be granted to an employee in the event of the death (per instance) of the employee's spouse, parent, child, brother, sister, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, or grandchild that requires the absence of the employee.

ARTICLE 10 - COMPENSATION

10.1 Wage Schedule

Employees shall be compensated for hours worked in accordance with the wage schedule attached to this Agreement and marked Exhibit "A", which is hereby incorporated into and made a part of this Agreement.

When a member of the bargaining unit promotes to a higher rank, the employee will promote into the Step that provides a 5% increase from their current Step. For example, if a Step 2 Engineer promotes to Fire Lieutenant, the employee will promote to Step 2 of the Fire Lieutenant wage schedule.

10.2 Regular Full-Time Employee Step Increases

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

- a. Step 1 is entry level.
- b. To Step 2 of the salary schedule after completion of 12 months of consecutive service in Step 1.
- c. To Step 3 of the salary schedule after completion of 12 months of consecutive service in Step 2.
- d. To Step 4 of the salary schedule after completion of 12 months of consecutive service in Step 3.
- e. To Step 5 of the salary schedule after completion of 12 months of consecutive service in Step 4.

10.3 Pay Periods

Pay Periods shall be on a bi-weekly basis and paychecks shall be received every other Friday for the pay period ending on the preceding Tuesday.

10.4 Form of Compensation

Compensation for authorized overtime and callback shall be paid as overtime unless compensatory time is requested by the employee. Such time shall be credited at 1.5 of the hourly pay rate.

Shift employees may accrue up to a total of 96 hours of such compensatory time. Compensatory time off may be taken upon the request of the employee if the supervisor agrees based on the operating needs of the District. Compensatory time off is requested in the same manner defined in Subsection 7.4.

Compensatory time cannot be earned during regularly scheduled shifts.

An employee must advise the Fire Chief or their designee if overtime is to be credited as compensatory time. If no notification is given on the specified dates, overtime will be paid and not credited as compensatory time.

10.5 Longevity Pay

Longevity pay shall be a system that rewards full-time employees for their years of service and promotes longevity. Longevity pay shall be paid each year on the pay period following an employee's anniversary.

For employees hired on or after July 1, 2011, the system shall be as follows (awards for each year are NOT added together):

Years of Service	Percentage of Base Salary
5 years	1%
10 years	2%
15 years	3%
20 years	4%
25 years	5%

10.6 EMS Incentive Pay

All members who are licensed at a level identified below shall receive the following EMS incentive pay (percentage is applied to the employee's hourly pay rate in their current step):

EMS Level	Percentage of Base Salary
Advanced EMT (AEMT)	2%
EMT-Intermediate	4%
Paramedic	4%

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

ARTICLE 11 - INSURANCE

11.1 Health and Welfare

The District agrees to provide a health and welfare plan to all bargaining unit employees. Beginning July 1, 2026, the District shall pay 100% of the medical insurance premiums for represented employees.

If the insurance premium increases by 15% or more in any fiscal year (from July 1 through June 30), the employee shall be responsible for paying 5% of the premium, starting when the increased premium takes effect. The employee's contribution shall never exceed 5% of the total insurance premium.

If the medical insurance premium increases by 15% or more in a fiscal year but subsequently decreases so that the total premium cost is less than the premium in effect on July 1, 2026 plus a 15% increase, then the employer shall return to paying 100% of the premium.

The District and Union agree to work cooperatively in a District-wide insurance committee to continue to explore insurance packages in order to offer alternative potential insurance coverage differing levels that may be selected by individual members of the bargaining unit.

A Health Reimbursement Account (HRA) with an annually defined contribution in the amount of \$4,002.00 is to be utilized for further health care costs and will be added to the employees pay check and then deducted and distributed to the third-party trustee as a "pre-tax" deduction. The type of insurance is defined as "Medical and Dental".

- A. Obligation to pay premiums is exclusive. It is understood the District's only obligation is to pay for premiums on any of the insurance policies. No claim shall be made against the District as a result of denial of benefits by the insurance company.
- B. The District shall provide \$10,000.00 life insurance for each employee.

11.2 Continuation of Health & Life Insurance Benefits for Permanently Disabled Employees

The following benefit is limited to job related disability or death.

- A. Any employee permanently disabled and retired from District employment before age 65 will continue to receive life insurance benefits provided by the District for those in the employee classification until the employee reaches age 65.
- B. The same life insurance benefits are extended, at the option of and at the expense of the employee, to the dependents of the permanently disabled employee until the employee reaches age 65.
- C. The Health Insurance premium for any employee who has been continuously employed on a permanent basis for twelve (12) consecutive months or longer who becomes totally and permanently disabled shall, two (2) months after the determination of such disability, be waived for the period of total and permanent disability commencing two (2) months after such determination, but not to exceed six (6) months up to the designated cap. During the period of waiver, the employee and covered eligible dependents shall be entitled to all benefits of this contract as if premium was being paid. Upon conclusion of such disability or the six (6) month period, whichever occurs first, the employee and/or covered dependents may convert to whatever plan is being offered as a conversion policy by the District's insurance carrier.

11.3 Public Employee Retirement System

The District shall continue to participate in the State Public Employee Retirement System or its successor as determined by the State of Oregon. Employees are responsible for their 6% contribution, which will be deducted from their pay automatically.

11.4 Workers' Compensation

Each employee will be insured under the provisions of the Oregon State Workers' Compensation Act. During the period of an employee's absence, they will receive their normal paycheck and turn into the District their Workers' Compensation check.

11.5 Oregon Savings Growth Plan

The District will continue to participate in the Oregon Savings Growth plan that is currently in use. The District will match the employees' contribution up to 2% of the employees' wages.

ARTICLE 12 - SENIORITY

12.1 Definition of Seniority

Only regular employees shall have seniority. Seniority shall be achieved following completion of the trial period of one (1) year and shall thereafter be established as the employee's length of continuous service in the employee's job classification and length of continuous service from last date of hire in the bargaining unit. Seniority shall be broken or terminated if an employee:

1. Quits
2. Is discharged for just cause
3. Is laid off and fails to respond to written notice as provided in Article 13, Section 13.2
4. Is laid off from work for any reason for twelve (12) months
5. Fails to report to work at the termination of a leave of absence
6. While on leave of absence and accepts employment without permission
7. Is retired

Seniority shall apply by classification in the matter of layoff, recall, vacation, and compensation days off. In cases where employees were hired on the same date, seniority order shall be determined by the overall score of the testing/evaluation process.

12.2 New Employees

Every new employee hired into the bargaining unit shall serve a trial service period of twelve (12) full months. The Union recognizes the right of the District to terminate trial employees for any reason, with or without cause, and any such termination shall not constitute a violation of this contract.

12.3 Seniority List

The District will maintain a seniority list with current employees within the bargaining unit and their respective seniority order and date of hire.

The District will ensure this list is up to date and posted on relevant bulletin boards.

ARTICLE 13 - LAYOFF AND RECALL

13.1 Layoff and Recall

Layoff shall be in reverse order of seniority in job classification. Recall of laid off employees shall be the reverse of the layoff procedure.

13.2 Notice of Recall from Layoff Status

Bargaining unit employees who are laid off shall be placed on a recall list for a twelve (12) month period immediately following the effective date of the layoff.

Notice of recall shall be by phone call and certified mail, return receipt requested, to the employee's last address provided by the employee to the District. The employee must accept recall within seven (7) calendar days from the mailing of such notice of recall or forfeit all recall and seniority rights.

The employee shall be responsible for keeping the District informed, in writing, of their current mailing address and phone number.

ARTICLE 14 - DISCIPLINE AND DISCHARGE

14.1 Discipline

No regular employee as defined in Article 1, Recognition, Subsection 1.1, may be disciplined or discharged except for just cause. Except as outlined in Subsection 14.3 below, discipline shall be progressive in nature beginning with a written warning notice or written reprimand. This section shall not be construed to prohibit or abridge the District's right to oral reprimand. Any such written warning notice or reprimand shall specify the misconduct from which the written warning or reprimand was given, and if applicable shall also specify any specific departmental rule, regulations, or policies violated.

Disciplinary action consisting of a written warning notice or reprimand must be taken within fifteen (15) calendar days of the date that the District first has knowledge of the complaint giving rise to the disciplinary action unless the District first notified the employee that the employee's actions are under investigation for possible disciplinary action. A copy of such disciplinary action, if made, shall be given without delay to the Union and the employee involved.

14.2 Form of Discipline

Disciplinary action for just cause shall be limited to the following:

1. Written warning notice or reprimand
2. Suspension without pay*
3. Demotion
4. Discharge

14.3 Imposition

Disciplinary action may be imposed without warning notice or written reprimand when the reason for disciplinary action is such that failure to take immediate action would not be reasonable and prudent. Immediate action will be considered reasonable in matters exemplified by but not limited to possession or under the influence of intoxicants or drugs, fighting, or dishonesty.

In such cases where immediate disciplinary action is taken the employee may be suspended immediately while the charges are investigated and a decision is made as to the type of disciplinary action to be imposed. The District will not take an unreasonable length of time to investigate and make a determination in the matter pending before it. If the employee is cleared of the charges by the District, the affected employee will be reinstated immediately without loss of pay or other benefits. In the case where discharge, demotion, or reduction in pay is the disciplinary action imposed following the investigation of the District, the effective date will be the date of suspension.

An employee will be allowed a Union representative at all disciplinary meetings or hearings. The District will give an employee 48 hours' notice of an impending disciplinary meeting or hearing.

14.4 Manner of Imposition

The District, in disciplining an employee, shall make a reasonable effort to impose such discipline in a manner that will not embarrass or humiliate the employee before other employees or the public.

14.5 Trial Service Employees

A trial employee, as defined in Article 12, Seniority, Subsection 12.2, New Employees, may be discharged with or without cause.

14.6 Notice of Discipline or Discharge

A written record shall be made of any disciplinary action taken against an employee and placed in the employee's personnel file, which shall be maintained by the District. Both the Union and the employee shall receive prompt written notice of any disciplinary action taken; such notice shall include the full written record of such action, the specific charges or offenses including references to written rules and regulations, and type of penalty.

14.7 Grievances

Any disciplinary action imposed upon an employee, if protested, shall be protested only as a grievance through the grievance procedure, Article 15, "with the exception of the arbitration process for oral and written reprimands only". Demotions, suspensions and terminations shall follow the full grievance process, including arbitration.

ARTICLE 15 - SETTLEMENT OF DISPUTES

15.1 Grievance and Arbitration Procedure

The District and the Union agree that any grievance or dispute which may arise between the parties concerning the application, meaning, or interpretation of this Agreement shall be settled in the following manner:

1. The affected employee and/or the Union shall take up the grievance or dispute with the employee's immediate supervisor within ten (10) calendar days after the grievant becomes aware of its occurrence. The immediate supervisor shall then attempt to adjust the matter or give an answer within ten (10) calendar days. The Union has the right to be present at all steps of the grievance procedure.
2. If the grievance has not been settled between the grievant and the immediate supervisor, it may be presented in writing by the Union to the Fire Chief within ten (10) calendar days after the response specified in Step 1 is due. The written notice shall include the details of the grievance, the section of this Agreement allegedly violated, and the specific remedy requested. The Fire Chief shall respond to the Union in writing within seven (7) calendar days after receipt thereof.
3. If the grievance still remains unadjusted to the grievant satisfaction, it may be presented by the Union in a letter sent to the Headquarters station addressed to the Board of Directors, within seven (7) calendar days after the response specified in Step 2 is due. The Board of Directors shall respond in writing to the Union within seven (7) calendar days after the receipt thereof. The Board of Directors may choose to hold a hearing or refer to Step 4.

If the grievance is still unsettled, either party may within ten (10) calendar days of the decision of the Board of Directors under Step 3 have the right to have the matter arbitrated by a third party jointly agreed upon by the District and the Union. If the parties are unable to agree upon an arbitrator, the State Conciliation Service shall be requested to submit a list of seven (7) arbitrators who reside or maintain offices in Oregon or Washington. The moving party shall strike first. The designated arbitrator shall hear both parties as soon as possible on the disputed matter and shall render a decision within thirty (30) days, which shall be final and binding on the parties and the employee. The arbitrator shall have no right to amend, modify, nullify, ignore, or add provisions to the agreement, but shall be limited to consideration of the particular issues(s) presented to them. Their decision shall be based solely upon their interpretation of the meaning and application of the agreement and such decision shall be final and binding on all parties. Expenses for the arbitrator shall be borne equally by the District and the Union; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies.

15.2 Time Limitation of Filing

The parties to this Agreement shall be bound by the time limits contained in this Article, Subsection 15.1 above. If either party fails to comply with or follow the time limits, the following shall result: (the grievance will be considered to have been presented or forwarded within the time limits so long as the mailing of such action by certified mail was within the time limits specified).

- A. If the grievant fails to respond in a timely fashion, the grievance shall be deemed waived.
- B. If the District fails to respond in a timely fashion, the grievance may be appealed to the next step.

ARTICLE 16 - STRIKES AND LOCKOUTS

16.1 No Lockouts

There will be no lockout of employees in the bargaining unit by the District as a consequence of any dispute arising during the period of this Agreement.

16.2 No Strikes

The Union and its members as individuals or as a group will not initiate, cause, permit, or participate, or join in any strike, work stoppage, or a slowdown, picketing, or any other restriction of work, at any location in the District during the term of this contract.

Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the District by the Union or by any other labor Union when called upon to cross picket lines in the line of duty.

Disciplinary action, including discharge, may be taken by the District against any employee or employees engaged in a violation of this article. Such disciplinary action may be undertaken selectively at the option of the District and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the District.

ARTICLE 17 - PERSONNEL FILE

17.1 Maintenance

The Fire Chief or designee shall maintain the personnel file.

17.2 Notice of File Contents

Each employee shall read and sign all written material that is placed in the employee's personnel file following the employee's date of hire. This will include disciplinary action, merit or job evaluations, letters of commendation, etc.

Signing will not necessarily indicate agreement with the contents of the item signed.

17.3 Response

An employee and/or the Union may respond in writing to any item placed in the employee's personnel file and said response shall become a part of said file after it has been initialed by the District Manager or the District Manager's designee.

A written warning shall be removed from the employee's personnel file after eighteen (18) months at the request of the employee.

17.4 Copies

Employees shall have the right, upon request to review and obtain, at their own expense, copies of the contents of their personnel file exclusive of materials placed in the file or received by the District prior to the employee's date of hire.

ARTICLE 18 - MILEAGE AND PER DIEM

18.1 Mileage

Employees authorized or required by the District to report for special duty such as schools, conferences, training, court appearances, legislative hearings, etc., requiring the use of the employee's personal automobile for transportation to such location shall be compensated for the mileage at not less than that rate set by the Internal Revenue Service.

18.2 Per Diem

When an employee's duties require the employee to travel outside the District, the District agrees to reimburse the employee in accordance with Internal Revenue Service regulations.

18.3 Other Transportation

When an employee is required or authorized to use public transportation other than the employee's private vehicle such as air, train, bus, taxi, etc., the actual expenses including taxes and other charges shall be advanced the employee if possible and if not advanced, shall be reimbursed to the employee upon presentation of receipts to the District.

ARTICLE 19 - GENERAL PROVISIONS

19.1 Information

Either party to this Agreement will provide single copies of information, which is a matter of public record, to the other party upon request.

19.2 Safety

The District is committed to adequate levels of safety within the fire services and will comply with all applicable safety regulations and will strive to comply with safety recommendations.

All employees will be offered inoculation for Hepatitis B.

19.3 Uniform, Clothing, and Equipment

Uniforms, including work boots and other protective clothing or safety wear and equipment required for an employee bylaw or by the District shall be provided by the District.

Employees' work boots will be identified as District property and worn on duty only.

Employees thus provided shall wear such uniforms, other protective clothing, and safety wear, or use any such protective clothing, uniforms, or safety wear provided by the District save and except on the job.

Employees shall maintain uniforms and equipment supplied by the District.

19.4 Other Employment

When an individual accepts employment with the District it is understood that the District has first call upon the services of its employees, regardless of any effect on secondary employment.

Employees shall not engage in outside employment that conflicts in any way with District employment, detracts from the efficiency of work performance, or is in conflict with the interests of the District.

Employees desiring outside employment must request this in writing from the Fire Chief. Generally, it will not be approved for "probationary employees" but not unreasonably withheld.

19.5 Shift Trading and Trading of Days Off

Shift trade and trading of days off between employees shall be permitted so long as:

- A. The affected supervisors are given 24 hours advance notice. Notice of a lesser time will be permitted when approved by the supervisor. Such approval shall not unreasonably be withheld.
- B. No employee shall be on shift for longer than a 72-hour period, except for during major emergencies.

The District shall not be liable for any overtime resulting from such trades.

19.6 Job Descriptions

The District shall maintain written job descriptions that includes but is not limited to a descriptive title, a position summary, supervision received and exercised, principal duties and responsibilities, work environment, physical and mental job requirements, and minimum and desirable qualifications.

The District retains the right to maintain and update job descriptions for administrative clarity; however, any material change to bargaining unit job descriptions, essential functions, qualifications, or duties that impacts wages, hours, working conditions, or classification shall require notice to the Union and bargaining as required by law.

Employees shall remain compensated in accordance with the negotiated salary schedule for their classification unless otherwise modified through mutual agreement or successor collective bargaining agreement.

The District shall forward to the Union any changes in the job descriptions of the classifications covered by this Agreement.

19.7 Rules

It is jointly recognized that the District must retain broad authority to fulfill and implement their responsibilities and may do so by work rule, oral or written, existing or future. It is agreed, however, that no work rule will be promulgated or implemented which is inconsistent with a specific provision of this Agreement. All work rules which have been or shall be, will be reduced to writing, and will be furnished to the Union and to affected employees. It is further agreed that if modification of work rules covered by a specific provision of this Agreement is proposed, any such modification shall be posted prominently on all bulletin boards for a period of seven (7) consecutive days prior to implementation.

The District shall provide an opportunity to meet and confer with the Union prior to the implementation of such proposed modification to such work rules which are covered by specific provisions of this Agreement.

19.8 Prevailing Rights

Hours, wages, and conditions of employment enjoyed by employees at the present times which have been established since 2011 and are not included in this Agreement but have not been discussed during negotiations, shall remain in full force, unchanged and unaffected in any manner during the term of this Agreement unless changed by mutual consent; nor shall any employee receiving more than the contractual wage scale or enjoying more favorable working conditions than provided for in this Agreement suffer a reduction by reason of execution of this Agreement.

The signing of this Agreement shall not result in the lowering of any existing working conditions except as provided herein.

19.9 Physical Fitness Standards

The District and the Union recognize the importance of maintaining physical fitness levels necessary to safely perform the essential functions of the firefighter position.

A. Establishment of Standards

The physical fitness test shall be job-related and consistent with the essential functions of the position. The specific testing components, scoring criteria, and administration procedures shall be set forth in Exhibit "B", which shall be incorporated into this Agreement. Any changes to the testing standards, procedures, or scoring criteria shall be subject to mutual agreement between the District and the Union.

B. Annual Testing

Employees shall participate in an annual physical fitness test administered during the month of April, unless otherwise mutually agreed. Employees shall be provided reasonable advance notice of testing dates and access to training resources.

C. Failure and Remediation

An employee who does not meet the established standard shall be provided a minimum of thirty (30) days to improve and shall be retested. If the employee does not meet the standard upon retest, an additional sixty (60) days shall be provided for remediation and a final retest.

The District shall provide reasonable support for remediation, which may include access to fitness equipment, training guidance, or modified duty assignments where appropriate.

D. Medical and Injury Considerations

Employees who are unable to participate in testing due to documented injury, illness, workers' compensation status, or other medical conditions shall not be considered to have failed the test. Such employees shall be deferred and provided an opportunity to test upon medical clearance. The District shall comply with all applicable laws, including the Americans with Disabilities Act (ADA) and applicable Oregon law.

E. Failure Definition

A failure shall be defined solely as an unsuccessful completion of the test. Failure to participate in a scheduled test shall not be considered a failure where the employee provides a reasonable and documented justification.

F. Discipline

Failure to meet the physical fitness standards after completion of the remediation process may result in discipline, consistent with the just cause provisions of this Agreement. No employee shall be discharged solely for failure to meet physical fitness standards without a full just cause analysis, including consideration of mitigating factors.

ARTICLE 20 - SAVINGS CLAUSE

If any provision of this Agreement is or becomes in contravention of the laws, or regulations of the United States, or State of Oregon, the provision shall be suspended by the appropriate provision of the law or regulation so long as it is in force and effect, but all other provisions to this Agreement shall continue in full force and effect. The provision being in contravention of such laws or regulations shall be renegotiated by the parties in order that there will be no such contravention. If the parties are unable to renegotiate, the matter will be settled as a grievance at Step 4 and the arbitrator shall have authority to legislate a new provision.

ARTICLE 21 - TERMS OF AGREEMENT

This Agreement shall be effective as of the July 1, 2026 and except as amended or modified, shall remain in full force and effect until June 30, 2029.

- A. This Agreement shall be automatically renewed from period to period thereafter unless either the Union or the District desires to amend or renegotiate this Agreement and so notifies the other party in writing by February 1st of the year in which the contract expires.
- B. The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Union, for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the District's direction and control.

ARTICLE 22 - EXECUTION/SIGNATURES

This AGREEMENT is hereby jointly agreed upon by the undersigned officers by the authority of and on behalf of the Grants Pass Professional Firefighters Local 3564 and the Applegate Fire District.

Grants Pass Professional Firefighters – Local 3564

Date: 6/18/26 By: M Adams, President

Date: 6/18/26 By: [Signature], Secretary

Applegate Fire District – Board of Directors

Date: 6/17/26 By: [Signature], Director

Date: 6/17/26 By: [Signature], Director

EXHIBIT "A" WAGE SCHEDULE

The wage schedule for each position in the bargaining unit for the period of July 1, 2026 through June 30, 2027, represents a 6% increase and is as follows:

CAPTAIN	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
ANNUAL	\$68,258.24	\$70,369.32	\$72,545.69	\$74,789.37	\$77,102.44
MONTHLY	\$5,688.19	\$5,864.11	\$6,045.47	\$6,232.45	\$6,425.20
BI-WEEKLY	\$2,625.32	\$2,706.51	\$2,790.22	\$2,876.51	\$2,965.48
HOURLY	\$23.44	\$24.16	\$24.91	\$25.68	\$26.47

LIEUTENANT	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
ANNUAL	\$64,845.32	\$66,790.68	\$68,794.40	\$70,858.24	\$72,983.98
MONTHLY	\$5,403.78	\$5,565.89	\$5,732.87	\$5,904.85	\$6,082.00
BI-WEEKLY	\$2,494.05	\$2,568.87	\$2,645.94	\$2,725.32	\$2,807.08
HOURLY	\$ 22.27	\$22.93	\$23.62	\$24.33	\$25.06

ENGINEER	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
ANNUAL	\$61,603.06	\$63,451.15	\$65,354.68	\$67,315.33	\$69,334.78
MONTHLY	\$5,133.59	\$5,287.60	\$5,446.22	\$5,609.61	\$5,777.90
BI-WEEKLY	\$2,369.35	\$2,440.43	\$2,513.64	\$2,589.05	\$2,666.72
HOURLY	\$21.15	\$21.79	\$22.44	\$23.11	\$23.81

Effective July 1, 2027, bargaining unit members will receive a four percent (4%) cost of living adjustment, based on Step 5 Captain.

Effective July 1, 2028, bargaining unit members will receive a four percent (4%) cost of living adjustment, based on Step 5 Captain.

EXHIBIT “B” PHYSICAL AGILITY TEST

Set-Up:

The firefighter will don “Full” structural turnouts with SCBA, not on air (Gloves are not required). Time starts when the weights lift off the ground.

1. Weight Raise

Raise the 50lb weights by pulling down on the rope until the knot touches the pulley, then lower the weights in a controlled manner without dropping them.

2. Equipment Carry

In a designated area there will be two SCBA bottles, pick them up and carry them 50 feet to the next station and gently set them down in a designated area.

3. Vertical Ventilation

Using a sledge hammer, chop the tire 25 times. The hammer head must travel at least 18 inches above the tire but no more than 36 inches.

4. Rescue Drag

Drag the sled with 4 blocks 50 feet, this simulates dragging a firefighter with webbing or a DRD or dragging supply hose. This can be a forward or backward drag.

5. Weight Raise

Raise the 50lb weights by pulling down on the rope until the knot touches the pulley, then lower the weights in a controlled manner without dropping them.

6. Rescue Drag

Drag the sled with 4 blocks 50 feet, this simulates dragging a firefighter with webbing or a DRD or dragging supply hose. This can be a forward or backward drag.

7. Vertical Ventilation

Using a sledge hammer, chop the tire 25 times. The hammer head must travel at least 18 inches above the tire but no more than 36 inches.

8. Equipment Carry

In a designated area there will be two SCBA bottles, pick them up and carry them 50 feet to the next station and gently set them down in a designated area.

9. Weight Raise

Raise the 50lb weights by pulling down on the rope until the knot touches the pulley, then lower the weights in a controlled manner without dropping them.

10. Equipment Carry

In a designated area there will be two SCBA bottles, pick them up and carry them 50 feet to the next station and gently set them down in a designated area.

11. Vertical Ventilation

Using a sledge hammer, chop the tire 25 times. The hammer head must travel at least 18 inches above the tire but no more than 36 inches.

12. Rescue Drag

Drag the sled with 4 blocks 50 feet, this simulates dragging a firefighter with webbing or a DRD or dragging supply hose. This can be a forward or backward drag.

Time ends when the sled crosses the cone.

Time Allowed: 5:00 minutes

