Philomath Fire & Rescue

Civil Service Commission
Regular Session
November 12, 2026
3:45 pm
Station 201- 1035 Main Street

Join Zoom Meeting
https://us06web.zoom.us/j/85789498234?pwd=S2hPYmFZQ1ZpbHYyUmRBdC9XSHRvQT09
Meeting ID: **857 8949 8234**
Passcode: **860360**

I. Roll Call

II. Changes or Additions to Agenda

III. Public Comment

IV. Minutes- approval of September 5, 2025

V. Quarterly Payroll Reports- 2025 Q4, 2026 Q1, Q2, & Q3

VI. Union Approved Job Descriptions for Review

VII. Personnel Handbook Future Update Needed

VIII. Future meeting dates- As Needed

IX. Adjournment

Philomath Fire & Rescue

Civil Service Commission
Regular Session
Friday, September 5, 2025
3 pm
Station 201- 1035 Main Street

I. Call to Order and Roll Call- Meeting of the Philomath Fire & Rescue Civil Service Commission (CSC) was called to order at 15:06 by Van Hunsaker. Members present included: Van Hunsaker, and Christopher McMorran. All members were present. Staff included: Fire Chief Chancy Ferguson, and Office Administrator Ashley Scott. Member of the public Dominick.

II. Changes or Additions to Agenda- None.

III. Public Comment- Nothing to add.

IV. Minutes- approval of November 5, 2024
McMorran moved to approve minutes as presented. Hunsaker seconded.
Voting results 2-0. Passes with a quorum present:
Hunsaker: In Favor
McMorran: In Favor

V. Quarterly Payroll Reports- 2024 Q4, 2025 Q1 & Q2
McMorran moved to approve Quarterly Payroll Reports as presented. Hunsaker seconded.
Voting results 2-0. Passes with a quorum present:
Hunsaker: In Favor
McMorran: In Favor

VI. Training Captain Job Description Review
McMorran moved to adopt Training Captain Job Description as presented. Hunsaker seconded.
Voting results 2-0. Passes with a quorum present:
Hunsaker: In Favor
McMorran: In Favor

VII. Personnel Handbook

VIII. Union Contract Negotiations Begin Soon

IX. Future meeting dates- As Needed.

X. Adjournment- 15:40.

Philomath Fire & Rescue

2025 - Quarterly Roster

			Carryover		1st Quarter		2nd Quarter		3rd Quarter		4th Quarter	
Name	Hire Date	Classification	Effective	Salary Rate	Effective	New Salary Rate	Effective	New Salary Rate	Effective	New Salary Rate	Effective	New Salary Rate
									COLA 4.4%			
Bovbjerg, Viktor	6/30/2023	Training Captain	7/1/2024	$6,449			6/1/2025	$ 6,643.00	7/1/2025	$7,208		
Moser, Scott	6/17/2015	Lieutenant	7/1/2024	$6,672					7/1/2025	$6,965		
Taylor, Lindsay	5/1/2020	Lieutenant	7/1/2024	$6,179			5/1/2025	$6,363	7/1/2025	$6,643		
Schell, Levi	8/1/2022	Lieutenant	7/1/2024	$5,888					7/1/2025	$6,331		
Converse, Layne	12/12/2022	Firefighter	7/1/2024	$5,342	1/1/2025	$5,778			7/1/2025	$6,210	11/1/2025	$6,034
											12/1/2025	$6,215
Huff, Faith	7/1/2024	Firefighter	7/1/2024	$5,186	1/1/2025	$5,445			7/1/2025	$5,855	11/1/2025	$5,688
Licon, Andrew	7/1/2024	Firefighter	7/1/2024	$5,186	1/1/2025	$5,445			7/1/2025	$5,855	11/1/2025	$5,688

Approved: _____ Date: _____

Prepared for Civil Service Commission by:
Ashley Scott 10-Nov-26

Philomath Fire & Rescue

2026 - Quarterly Roster

			Carryover		1st Quarter		2nd Quarter		3rd Quarter		4th Quarter	
Name	Hire Date	Classification	Effective	Salary Rate	Effective	New Salary Rate	Effective	New Salary Rate	Effective	New Salary Rate	Effective	New Salary Rate
									COLA 7.5%			
Bovbjerg, Viktor	6/30/2023	Training Captain	7/1/2025	$7,208			6/1/2026	$ 7,424.00				
Moser, Scott	6/17/2015	Lieutenant	7/1/2025	$6,965					7/1/2026	$7,950		
Taylor, Lindsay	5/1/2020	Lieutenant	7/1/2025	$6,643					7/1/2026	$7,140		
Schell, Levi	8/1/2022	Lieutenant	7/1/2025	$6,331	1/1/2026	$6,520			7/1/2026	$6,932		
									8/1/2026	$7,140		
Converse, Layne	12/12/2022	Engineer	12/1/2025	$6,215					7/1/2026	$6,487		
Huff, Faith	7/1/2024	Engineer	11/1/2025	$5,688					7/1/2026	$6,181		
Licon, Andrew	7/1/2024	Engineer	11/1/2025	$5,688					7/1/2026	$6,298		

Approved: _____ Date: _____

Prepared for Civil Service Commission by:
Ashley Scott 10-Nov-26

Contract Bargain Agreement
Between
Philomath Fire & Rescue
And
Philomath Professional Firefighters
IAFF Local 4925
This Agreement covers July 1, 2026
Through June 30, 2028

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ARTICLE I – PREAMBLE

This Agreement is entered by and between Philomath Fire & Rescue, Philomath, Oregon (hereinafter referred to as the District), and the Philomath Professional Firefighters, IAFF Local 4925 (hereinafter referred to as the Union) for the purposes provided in ORS 243.650 through 243.782. It is the purpose of this document to set forth a full Agreement between the parties. In the event of a conflict between this Agreement and a rule or regulation of the District, the terms of the Agreement shall prevail.

ARTICLE 2 – RECOGNITION

The District recognizes the Union as the sole and exclusive bargaining agent for all regular non-confidential and non-supervisory employees of District, excluding contract employees. For the purposes of this agreement, positions shall be designated as administrative (Training Captain) and shift (Shift Firefighter, Shift Engineer, Shift Officer).

ARTICLE 3 – UNION SECURITY

3.1 UNION ACTIVITY – The District agrees that certified Union representatives shall be afforded reasonable access to non-working spaces during non-working time for the purpose of conducting Union business, provided such access does not interfere with the performance by District employees of their duties and further provided that such officers shall obtain prior approval from the Chief or a designee. The parties agree that, as a general proposition, Union activities are to be undertaken outside of working hours. However, the parties recognize that there may be bases for reasonable limited deviations from this policy, such as meetings with Union counsel, the posting of Union notices and the distribution of Union literature. Where such activities cannot reasonably be performed outside scheduled working hours, such activities may be carried out without loss of pay to the employees involved, provided such activities are authorized by the Chief or a designee.

3.2 DUES DEDUCTIONS – The District agrees to deduct the monthly membership dues and other authorized fees and assessments from the pay of all bargaining unit employees. The amounts to be deducted shall be certified to the District by the Treasurer of the Union, and the aggregate deductions shall be remitted to the Union by the fifth (5th) day of each month together with an itemized statement of the sums remitted.

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

Union shall provide the District prior written notice of at least one month of any change in dues amounts.

3.3 USE OF BULLETIN BOARD – The District shall furnish space for a bulletin board for use by the Union. The Union may post notices and bulletins thereon, provided all materials posted are clearly identified as originating from the Union, any outdated materials are removed therefrom, and the board is maintained in a neat manner.

3.4 UNION REPRESENTATIVES

3.4.1 NEGOTIATIONS – up to two (2) union representatives may attend meetings with the District, without loss of pay, to negotiate labor contracts between the District and the Union.

3.4.2 TIME OFF FOR OTHER UNION ACTIVITIES – Union Representatives may attend Union functions on paid time so long as their absence does not, in the District's judgment, hamper operations of the District. No paid or unpaid time off will be granted if doing so will result in an overtime liability for the District.

3.5 NOTICE – The District will be given a minimum of 72 hours advance notice, or as much notice as possible, of a time-off request for union business when a Union Representative will be absent from work.

3.6 UNION STEWARDS – The Union shall select and certify to the District an employee and alternate who shall act as Union representatives. Whenever the District is required by this Agreement to provide notification to the Union of a matter, it shall provide such notification to the representative. At the Union's request, and subject to the operating requirements of the District, representatives shall be granted leave using compensatory time or vacation time off as may be required to attend Union Steward training programs.

3.7 NEW HIRES – Whenever a new employee is hired into a position covered by the bargaining unit, the District shall inform the Union of the name and address of the new employee and shall advise the employee that the employee's information has been provided to the Union. The Union shall furnish all new employees with membership-related forms and documents.

ARTICLE 4 – MANAGEMENT RIGHTS

4.1 Except as expressly limited by other provisions of this Agreement and statutory provisions, all of the authority, rights, and responsibilities possessed by the District and retained by it, including, but not limited to, the right to determine the mission, purposes, objectives, and policies of the District; to determine the facilities, methods, means, and number of personnel required for conduct of District programs and departments; to develop and administer examinations, to recruit, hire, evaluate, train, promote, assign, and transfer employees; to direct, deploy, and utilize the work force, to establish

specifications for each class or position and to classify or reclassify and to allocate or reallocate new and existing positions; and to discipline or discharge employees for just cause in accordance with the provisions of this Agreement.

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

ARTICLE 5 – GENERAL PROVISIONS

5.1 NON-DISCRIMINATION – The District and the Union agree to abide by the provisions of ORS 243.672. Any issue that may arise regarding this section of this Article shall not be subject to the arbitration procedure contained herein.

5.2 SENIORITY – Seniority shall be defined as an employee's length of continuous service within the District from the employee's last date of hire. Those with greater seniority shall be given preference in the selection of vacation periods.

Employees who transfer or promote to positions outside the bargaining unit and who later return to the bargaining unit shall have a seniority date computed on the basis of periods of time served in the bargaining unit.

An employee loses seniority if he/she:

a. Voluntarily quits work or retires;

b. Is discharged;

c. Fails to return from layoff to the last classification held within thirty (30) days following the request to do so;

d. Is laid off for more than twenty-four (24) months.

5.3 LAYOFF – The District shall notify the Union in writing in advance of any need to lay off employees, and the basis for doing so. Employees shall be laid off in order of seniority; with the most recent hired the first laid off, and so on in order of hiring. Employees in a different classification faced with a layoff may bump into another classification, as follows:

In the event of a work force reduction, employees laid off from a job classification may elect to bump into a different classification provided:

a. The employee is currently qualified to perform the job duties of the classification; and,

b. The person displaced has less seniority than the person displacing him/her.

5.4 RECALL – Employees laid off shall retain recall rights for 24 months and shall be recalled in inverse order of layoff. In the event an employee is recalled within 24 months, the employee shall be entitled to recover the seniority earned before the layoff. The employee shall not accrue seniority while in layoff status.

5.5 USE OF PRIVATE AUTOMOBILES – There shall be no reimbursed use of private automobiles in the discharge of services of the District without prior written approval of the Chief. Every employee who is required to use a private automobile in the service of the District may receive compensation at the current IRS rate of reimbursement. Employees may choose to use their own vehicle while attending remote educational events. If an employee chooses to do so, they will not be reimbursed for the use of the vehicle.

5.6 TRAVEL AND EXPENSES – Covered by the current District Policy and Procedure for Travel.

5.7 TRAINING – The District encourages everyone to pursue further education and would like everyone to take responsibility for their futures.

a) Offsite Classes that are required by the Fire District will be paid for, including travel, and staffing will be provided by the District during the employee's absence. Also, any overtime that is required will be paid to the individual taking the class and/or coverage as needed.

b) Offsite Classes (recommended by the district or requested by the employee) that are beneficial to the District and individual will be paid for, including travel, and staffing will be provided by the District during their absence. The individual will only be compensated for the days of their normal scheduled work day/shift.

c) Offsite Classes that are above and beyond the scope of practice of the District (e.g. Hazmat Technician, Swift water Rescue) may be paid for by the District, including travel (if funds are available), but no compensation will be provided to the individual and staffing will not be provided by the District during their absence. It is up to the individual to arrange for coverage (trade) while they are absent, or apply for leave (vacation, compensatory time).

5.8 EDUCATION ADVANCEMENT

Program Overview: The District is committed to enhancing the professional development of its personnel and improving the quality services provided to the community. To support this commitment, the District shall establish an Educational Advancement program that enables eligible employees to pursue higher levels of education.

5.8.1 Members of the bargaining unit who are taking online classes shall be able to attend/participate in those classes while on duty at no loss of pay; so long as that participation does not hinder or inhibit the employees ability to respond to calls as needed.

ARTICLE 6 – LEAVES OF ABSENCE

6.1 LEAVE WITHOUT PAY – The District will consider a written application for leave of absence without pay. The written application shall be given to the Chief no later than 30 days prior to the beginning of the requested time off. The written application must describe the reason for the request and confirm a specified date upon which the employee is expected to return to work. Granting of the request is contingent upon District staffing needs. The District may terminate or cancel such leave by 30 days written notice, mailed to the address given by the employee on his/her written application for such leave.

Any employee who is granted a leave of absence without pay under this section and who, for any reason, fails to return to work immediately upon the expiration or termination of the leave of absence shall have such actions considered a resignation from the employee's position with the District.

Employees on leave without pay, for any reason, shall accrue no benefits. An employee's hire and seniority dates will be adjusted to reflect the deduction of time of leave without pay against accumulated vacation leave or compensatory time.

6.2 EMERGENCY LEAVE – All emergency leaves shall be subject to verification by the employee upon the request of the Chief.

6.3 RELIGIOUS SERVICE – A leave of absence without pay may be granted to an employee by the Chief for the purpose of observing or attending religious service for holidays of major theological importance, not to exceed one-half (1/2) day, may not exceed eight hours. The granting of such leave shall not impair the District's ability to respond to calls for emergency services. The employee may elect to charge such religious leaves against the employee's accumulated vacation leave or compensatory time.

6.4 JURY DUTY – Employees will be paid full salary when required to serve on a jury or are subpoenaed as a witness, all moneys received as witness fees or pay for jury duty will be signed over to the District, unless such fees are earned on days off or during other authorized leave with pay. Employees will be expected to report to work when less than a normal workday is required for jury or witness duties, if at least 2 hours of working time remains. This provision does not include court attendance for personal legal business or actions against the District by the employee. If, as a result of his/her official duties, an employee is required to appear in court as a witness for the District, during off-duty hours, the employee will receive compensation at the overtime rate with a minimum of two (2) hours paid.

ARTICLE 7 – VACATION LEAVE

7.1 ACCRUAL – Each regular full-time employee shall accrue vacation leave with pay each month on the following basis:

Years of service	Shift Monthly accrual (hours)	Day Admin (40 Hours) Monthly accrual (hours)
0-2	12.5	11
3-4	14.5	12.5
5-7	16	14
8-9	17.5	15
10-11	19	16.5
12-13	20.5	18
14-15	22	19.5
16-17	23.5	21
18-19	24	22.5
20+	26	24

7.2 GENERAL - Years of service shall be determined based on the employee's last date of hire with the District, except as provided in 7.4, Break in Service.

After six (6) months of employment, the employee shall be eligible to schedule vacation as described in 7.3.

Employees who are routinely scheduled to work more than 20 hours but less than 40 hours per week shall accrue vacation leave with pay on a prorated basis each pay period, according to the hours worked by such employees. Using a 40-hour work week as 100% of the above schedule, their vacation accrual shall be computed as a fraction of the benefits listed above, based upon average hourly work week and tenure.

For the purposes of this Article, a year of service means the completion of 12 months of employment with the District in this bargaining unit. An employee advances to a higher accrual rate based on years of service. Time spent in layoff status or on leave without pay shall result in suspension of accrual of vacation leave for the duration of such layoff or leave.

Accrual shall be prorated for employees who are not in a paid status for the entire pay period on the basis of the number of days in paid status during the pay period.

An employee may accumulate no more than twice the annual vacation leave amount. Employees may accumulate a greater balance if the exigencies of the District workload prevent use of vacation leave as the employee approaches the maximum accumulation. The District may waive the maximum in such circumstances. Any other unused vacation leave above the accrual maximum is forfeited. The District shall notify employees 60 days prior to the end of the year if they are likely to exceed their maximum accrual.

Leave requests requiring coverage shall be made at least 14 days in advance.

7.3 SCHEDULING – Vacation scheduling will be based upon seniority. Thereafter, vacations will be approved on a first-to-apply basis. Leave requests may be declined by the Fire Chief or their designee should the leave request cause a staffing issue for the District because of lack of call-back resources.

7.4 BREAK IN SERVICE – Prior service, based on a full month of employment, shall be included for purposes of computation of vacation leave, but only for those periods of time spent as a regular employee of the District.

7.5 EFFECT OF HOLIDAYS – For the purpose of computing vacation, the term "working days" shall exclude all legal holidays which may fall during the vacation leave time for administrative employees.

7.6 TERMINATION OF EMPLOYMENT – Upon termination of employment, a regular employee shall receive payment for earned and unused vacation and compensatory time to which the employee would otherwise be entitled as of the date of termination. This section applies to both voluntary and involuntary terminations.

7.7 VACATION BUY-BACK - An employee may request to be paid for their earned vacation time depending on the availability of funding for that year's budget as determined by the Fire Chief – on a seniority order of request. For employees with automatic deposit, the buyback will be included as part of the regular payday automatic deposit. Cash-outs are paid at the employee's hourly rate of pay at time of request.

ARTICLE 8 – HOLIDAYS

8.1 Full-time, administrative employees of the District shall be entitled to the following full day off holidays:

New Year's Day
Martin Luther King Day
Presidents Day
Juneteenth
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

Employees working a shift schedule (56-hour week) shall accrue eleven (11) hours of holiday leave monthly in lieu of days off.

8.2 Whenever administrative employees are scheduled to work on a holiday, they shall receive overtime pay or compensatory time for all hours worked. If an employee is scheduled to work the holiday, they may be granted time off without loss of pay or leave. If an employee is not scheduled to work the holiday, he/she shall receive straight compensatory time. If the employee is not scheduled to work the holiday and does so to cover another employee's day off, at the request of the District, he/she shall receive two and a half times his/her pay for the hours worked. Part-time employees covered by this Agreement shall be granted holiday pay or time off on a pro-rated basis.

8.3 Whenever a new State holiday is added or removed during a multi-year contract, this article shall be updated accordingly in the year it becomes effective.

ARTICLE 9 – SICK LEAVE

9.1 ACCRUAL – All full-time employees shall be entitled to sick **leave** benefits. **For** shift personnel, these benefits shall accrue at the rate of 18 hours of sick leave pay for each month. Employees working a 40 hour work week shall receive 13 hours of sick leave for each month.

Employees who are routinely scheduled to work more than 20 hours but less than 40 hours per week shall accrue sick leave benefits on a prorated basis each pay period, according to the hours worked by such employees. Using a 40 hour work week as 100% of the above schedule, their sick leave accrual shall be computed as **a** fraction **of** the benefits listed above, based upon average hourly work week.

Accrual shall be prorated for employees who are not in paid status for the entire pay period based on the number of days in paid status during the pay period.

Sick leave accrued in any year shall carry forward in succeeding years up to a maximum of 990 working hours.

An employee who is granted a leave of absence with pay for any purpose shall continue to accrue sick leave at the regularly prescribed rate.

9.2 UTILIZATION – When sick leave is to be used, the employee shall notify the Chief or designee of the employee's need for sick leave, the general nature of the condition, and expected length thereof. If possible, the employee will notify the District two (2) hours prior to the beginning of a shift. Sick leave with pay shall be allowed in accordance with OAR 839-007-0020 for an employee or a member of the employee's family member. Family members are defined by State of Oregon Statutes, ORS 659A.150(4).

Sick leave shall not be granted to any employee for any injury resulting from employment with any other employer. Further exclusions regarding the availability of the use of sick leave include disability arising from any sickness or injury purposely inflicted, sickness or disability sustained while on leave of absence without pay, inability to perform required duties because of illness or injury, caused by intoxication, the use of illegal substances, or an illegal activity.

9.3 EXTENDED / MEDICAL LEAVE – An employee's written request to utilize accumulated compensatory time or vacation accruals, after sick leave has been exhausted, shall be granted by the Chief for extended illnesses or disabilities of the employee or their above-defined family member requiring an employee's immediate care. Leave without pay may be granted beyond the employee's entitlement to sick leave and other benefits.

If it appears that an employee will not be returning to work within ninety (90) days of the first day of absence, the District may meet with the employee to determine the projected status of the employee's ability to return to work and perform essential job functions. After a review of recommendations of the treating physician and any additional District requested evaluation, if it is determined that the employee will likely be able to return to work meeting the requirements of the employee's job, leave will continue for another period of ninety (90) days. At that time, the District may terminate the employee, subject to any applicable provisions of reinstatement/rehire laws. The cost of any District requested evaluations shall be paid by the District to include any employee co-pays excluding return to work documentation by the treating physician.

9.4 SICK LEAVE SHARING – The donated leave policy is intended to give employees an opportunity to contribute paid leave to other Union members who are absent from work for a prolonged period due to their own serious medical conditions or to care for a family member with a serious medical condition. Employees with accrued sick leave may donate time to employees who are eligible to take sick leave pursuant to District

policy and the terms of this Agreement, and who have exhausted all their own paid leave banks.

Donations of accrued sick leave are subject to the following conditions:

a. No employee may donate more than seventy-two (72) hours in any fiscal year and only by employees who maintain a minimum of one hundred (100) hours in their respective sick leave bank. Paid leave donation requests must be submitted to management in writing and must specify the amount of sick leave being donated.

b. Sick leave donation offers shall be submitted to the District, in writing, specifying the hours of leave to be donated, and are made voluntarily and anonymously.

c. Donations will be removed from the donor's sick leave account and deposited in a District-sponsored leave bank for use by other Union employees who are eligible to receive paid leave donations.

d. Employees who donate such benefits surrender those benefits to the donated leave bank to be used for the benefit of other employees who are qualified to receive donations.

9.5 DEATH IN THE FAMILY – A leave of absence with pay of up to four (4) days (Administrative) or 2 shifts (Shift) shall be granted by the Chief to an employee because of a death within his/her family, as defined by State of Oregon Statutes, ORS 659A.150(4). With the Chief's approval, the employee may use sick leave or other leave to extend the amount of time needed.

9.6 WORKERS' COMPENSATION – An employee who is absent due to disability or injury incurred while on duty, may utilize sick leave on an hour-for-hour basis to compensate for the net difference between the benefit which workers' compensation allows and the employee's District wage, less state and federal deductions (net pay).

9.7 TERMINATION / SEPARATION – Upon termination or separation from the District, employees shall receive, as a credit to their PERS account, those amounts allowed by statute. Except as so provided, an employee receives no other compensation for sick leave.

ARTICLE 10 – GRIEVANCE PROCEDURE

10.1 GRIEVANCE – A grievance is defined as any dispute arising between the parties as to the application, interpretation or meaning of any provision of this Agreement.

Grievances will be processed in the following manner and within the following time limits:

STEP 1. A grievance shall be submitted to the Chief within fifteen (15) calendar days of the date the aggrieved party knew or reasonably should have known of the action giving rise to the grievance. The grievance shall be reduced to writing, signed by the employee or Union and shall include:

a) A statement of the grievance and the facts upon which it is based;
b) The remedial action requested;
c) The provision(s) of the agreement in dispute.

The Chief shall meet with the aggrieved party within ten (10) calendar days of receipt of the grievance and render a decision in writing within ten (10) calendar days thereafter.

STEP 2. If the grievance remains unresolved at Step 1, the grievance may be submitted in writing to the District Board with all pertinent information within fifteen (15) calendar days of the date of the Chief's response at Step 1. The Board or its representative shall meet with the Union and shall render a decision in writing within twenty (20) calendar days of the Step 2 grievance hearing. The Board of Directors may, in its discretion, elect not to review the grievance. In which case, the grievance shall move to Step 3. The total time for Step 2 shall not exceed forty-five (40) days from submission to the Board and decision.

STEP 3. If the grievance remains unresolved at Step 2, the grievance will, by mutual agreement, be submitted for grievance mediation through the state Conciliation Service of the Employment Relations Board. The District and Union shall each be responsible for payment of the fee for grievance mediation. Each party shall be responsible for any other costs of processing the grievance through mediation. If the parties cannot agree to mediation, or if mediation proves unsuccessful, the grievance shall advance to Step 4.

STEP 4. If the grievance is not resolved to the satisfaction of either the employee or the Union at Step 3, the Union shall within fifteen (15) calendar days of the Board's decision notify the Board of its intention to proceed to arbitration on the employee's behalf. Upon presentation of such notice to the Board by the Union, the parties shall request a list of seven (7) arbitrators from the Oregon Employment Relations Board.

Within fifteen (15) calendar days of the receipt of the list of the arbitrators, the parties shall select a neutral from the list by alternately striking the names. The Union shall strike the first name. This process shall not preclude the parties from mutually agreeing to a particular arbitrator.

10.2 TIME LIMITS – If the Chief or District fail to respond in a timely manner at any step in the grievance process, their inaction shall be deemed a denial, and the grievant and Union may proceed to the next step in the grievance process within the time provided for appeal from a denial.

All time limits specified in the grievance procedure may be waived by mutual written consent of the Union and District. Failure to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. Failure of the District to adhere to timelines contained in this article shall result in the grievance moving to the next step.

The parties agree that the use of the grievance procedure by a Union member for any grievance, the subject of which would otherwise be under the review of the District's Civil Service Commission, shall be considered a waiver of the member's right to use the appeals process of the Civil Service system.

ARTICLE 11 – DISCIPLINARY ACTION

11.1 JUST CAUSE – Employees shall only be disciplined for just cause and discipline will be progressive in nature. Disciplinary action may include, but is not limited to:

- Verbal reprimands
- Written reprimands
- Work improvement plans
- Suspension
- Demotion
- Discharge

11.2 VERBAL OR WRITTEN REPRIMANDS – Verbal and written reprimands shall not be protested through the grievance procedure. Employees shall have the opportunity to rebut these charges, either verbally or in writing, within seven (7) calendar days from the receipt of notice of issuance of the reprimand. If submitted, written responses will be filed with the action in the employee's personnel file, subject to removal in accordance with this Agreement. In the case of any reprimand under this clause, the Union employee may request assistance from the Union representative. Non-employees that are not involved in the disciplinary action are not to participate in the reprimand, except as agreed to by the Union representative.

11.3 PROBATIONARY EMPLOYEES – This article shall not apply to any employee on initial hire probation, as defined within the contract. Further, this provision shall not apply to the demotion of any promoted employee during that employee's promotional probationary period.

11.4 IMPOSITION – If the District has reason to discipline an employee, it shall make reasonable effort to impose such discipline in a manner that will not unduly embarrass the employee before other employees or the public.

11.5 INVESTIGATORY INTERVIEW – In any investigation, employee may be required to answer any questions reasonably related to the subject matter under investigation. The employee may be disciplined for refusing to answer such questions. If the employee is being ordered to appear at an interview and respond to questions that might result in disciplinary action being taken against employee, the employee shall be notified of this possibility and shall be given reasonable opportunity to obtain the advice and assistance of a representative of the Union and/or Union counsel and make arrangements to be accompanied by the Union representative and/or counsel at the interview. Non-employees that are not involved in the disciplinary action are not to participate in the interview process, except as agreed to by the Union representative. This is to be interpreted in accordance with the "Weingarten Rules." Either party may tape record the interview and if either party exercises this right, that party shall provide a copy of the audiotape or transcript to the other party upon request. The requesting party shall be responsible for the cost of transcription and copies.

11.6 DUE PROCESS – In the event that the District believes an employee may be subject to discipline greater than a written reprimand after investigation, the following procedural due process shall be followed:

1. The employee and the Union shall be provided with the following documentation:
   a. A copy of the final investigative report upon which the discipline is to be based.
   b. A copy of all witness statements and investigative findings associated with the charges.
   c. Notice of the policy, work rule or other basis for discipline.
   d. Notice of the disciplinary action being considered or proposed.

2. The District, the employee and the Union shall all recognize the sensitive nature of the investigative report and findings and shall retain the information in confidence at all stages of the disciplinary process. All parties acknowledge that witnesses to the proceeding may not be harassed or intimidated in any manner. The Union shall not otherwise be restricted in its' obligation to perform an independent assessment of the facts underlying the charges sufficient to support the member's defense.

3. No less than seven (7) calendar days after the employee and the Union have been provided with the foregoing documentation, and prior to the imposition of discipline, the employee and the Union shall have the right to respond to the charges in a personal appearance before the Chief or

the Chief's designee, at which the employee may be assisted by an Union representative and/or Union counsel. In lieu of a personal appearance, the employee may elect to present a written rebuttal to the charges on or before the scheduled hearing date.

4. Discipline shall not be imposed until after the employee has been afforded a right of response. The basis for discipline shall not be expanded unless new evidence is discovered. At that time, employee will be advised of any new charges being considered and given additional time to respond.

5. Protest of all discipline involving a financial penalty to the employee shall be made through the grievance procedure as set forth in this Agreement. Exercise of the rights under the grievance procedure is in lieu of and a waiver of rights under the District's civil service rules.

ARTICLE 12 – PROBATIONARY PERIODS

12.1 NEW EMPLOYEES – New bargaining unit employees shall serve an initial probationary period of twelve (12) months of continuous service. The District may, in its discretion, extend probation for an additional six (6) months after giving cause for the extension and a remediation plan with Union input.

12.2 PROMOTED EMPLOYEES – Employees who are promoted to another classification or position shall serve a probationary period of six (6) months. An employee who fails to satisfactorily meet the requirements of the new position or classification at any time during the probationary period shall be returned to the employee's previously held position or classification.

ARTICLE 13 – WORK CONDITIONS

13.1 WORK PERIOD – For administrative employees: 7 days. For shift employees under the provisions of FLSA section 207(k): 24 days.

13.2 PART TIME EMPLOYEES – Any employee working less than thirty (30) hours per week. If such positions are proposed by the District, the parties shall bargain pursuant to ORS 243.698.

13.3 REST PERIOD – Administrative employee work schedules shall provide for a paid fifteen (15) minute rest period during each one-half (1/2) shift. Should the employee be required to extend his/her work period, the rest periods shall be provided at the end of the work period and every two (2) hours after the end of their scheduled shift.

13.4 MEAL PERIOD – Administrative Employees shall receive a meal period during each work shift. Meal periods shall be scheduled near the middle of the shift whenever this is possible.

These are paid periods and shall be one (1) hour in length. Employees are expected to respond to emergencies and business-related contacts during this period. Should the meal period be interrupted or occupied with a work function, then a period of time shall be allowed thereafter to compensate for the meal period.

13.5 CLEANUP TIME – When necessary, employees shall be granted a reasonable personal cleanup period prior to the end of the work shift. Should the number of calls prior to the end of shift require extra time to complete Fire or EMS reports, the employee may stay up to one (1) hour after the end of the shift to complete those reports, at the overtime rate. This time may be extended by the Chief as required.

13.6 WORK SCHEDULES

SHIFT – The normal work schedule for "Shift" personnel shall consist of forty-eight (48) hours on duty followed by ninety-six (96) hours off duty. Shifts shall begin at 0800 hours. The parties agree that, pursuant to Section 7(k) of the Fair Labor Standards Act (FLSA), the applicable work period for shift employees is one hundred eighty two (182) hours in a twenty-four (24) day period. Forty-eight (48)-hour shift employees are subject to the Fire Service provisions of the FLSA, as set forth in 29 CFR § 553.230, *Maximum Hours Standards for Work Periods of 7 to 28 Days*, Section 7(k).

ADMIN—Normal work schedule of administrative personnel consists of five (5) eight-hour days (Monday-Friday) with the hours of 0800-1600. This schedule may be modified by mutual agreement of the employee and the Fire Chief, to enable the conduct of regular/scheduled, essential district activities (e.g. Tuesday drill). In that instance, the employee and Fire Chief will mutually agree to a change in working hours which satisfies the District's needs (e.g. 3 additional hours for Tuesday drill, in exchange for working 0800-1200 Friday).

Weekly Hours for Non-Shift Captains (Training Captain)

1. By mutual agreement between the District and Union, beginning 1 July 2026, the weekly tour of duty (hours) for captains holding non-shift positions (e.g. Training Captain) will be reduced from 49 hours to 40 hours.

13.6.1 Except in an emergency, unusual or unforeseen circumstance, no work schedule will be changed without seven (7) days' notice. An employee may occasionally be asked to flex their schedule to meet unforeseen District matters. Employees may flex their schedule within a work period (56 hours for shift personnel and 40 hours for administrative personnel) by permission of their supervisor or the Fire Chief so long as it does not trigger overtime coverage or disrupt District operations.

13.6.2 Employees will not be scheduled for more than 72 consecutive hours except in case of emergency.

13.7 EXERCISE PERIOD – The District will allow employees a one-hour exercise period per day. These periods can be taken at the beginning of their work hours, end of their work hours, or concurrent with their meal break. These periods will not be combined with another exercise period for physical fitness. The employee is expected to respond to emergencies during this period.

ARTICLE 14 – STAFFING

14.1 MINIMUM STAFFING – The minimum staffing for any 48-hour shift period (0800-0800) is at least one (1) bargaining unit member.

14.2 SHIFT COVERAGE - If a vacancy of any represented shift position is created due to any type of leave event (sick, vacation, class, etc.) or by a vacancy caused by a conflagration deployment by a represented employee, the shift will be offered to other bargaining unit members (or combination of members) in accordance with 16.10 - Overtime Distribution and Filling. Represented employees shall have the right of first refusal to fill any represented positions before alternate staffing arrangements are made. This ensures that qualified represented members are given the first opportunity to work any available shift. If, for any reason, that bargaining unit members cannot fill the position, the District may hire a temporary employee.

The District may also hire a temporary employee to fill in place of management staff for that staff person's normal work period (subject to the provisions of section 14.4.1) on a case-by-case basis to augment staffing or for special projects, not to exceed two 6 consecutive months. Should the district choose to utilize the provisions of this section, a predetermined start and end date for the temporary employee will be determined ahead of time and the union shall be notified in writing of said dates.

14.3 STAFFING NEEDS – When the District schedules an employee to work due to the staffing needs of the District, employees will be paid at the overtime rate of one and a half times their hourly rate.

14.4 TEMPORARY FILLING OF BARGAINING UNIT POSITIONS – When an employee that is covered by this contract is absent from work and management should need to provide coverage for the shift, first consideration shall be given to represented employees for the open shift. The employee providing the coverage shall be paid overtime for all hours worked.

When a regular, full time shift position is going to be open for more than six (6) consecutive shifts, but not more than five (5) months, due to an approved leave, a position vacancy, or scheduled vacation/compensatory time/department training, a temporary employee may be hired by the Department to fill the opening for the

applicable period. The District will not use more than two (2) temporary employees at any given time.

The District shall be responsible for giving written notification to the Union of its intent to utilize a temporary employee and any changes in that person's employment status.

These employees shall not accrue benefits under this Agreement during their employment. The District may request an extension of this temporary period beyond five (5) months to the District's Civil Service Commission. The Union shall be notified of such request. Extensions shall not be used where the need for the temporary employee was as a result of a vacancy. Extensions granted under this section shall not cause the temporary employee to become eligible for benefits under this Agreement.

14.4.1 The temporary employee shall meet the standards established by the Philomath Fire District for the position being filled. The District will establish a temporary hiring procedure, list of candidates, and seek Union input on its development. Preference is to be given to any volunteers on a current hiring list.

14.5 TRADES - A Shift Trade is defined as a voluntary exchange of hours by equally qualified employees working a regularly scheduled shift, also referred to under the Fair Labor Standards Act (FLSA) as a Substitution. Employees will be permitted to substitute shift for shift, or regular hours worked for regular hours worked subject to the following:

1. In the event of a shift trade, both employees will be credited and compensated as if they had worked their normal work schedule for the shift or shifts traded, subject to the provisions of this policy. The employer is not required to keep a record of the hours of substitute work. However, the official schedule may reflect the shift trade and show which employee is expected to physically work the traded hours.

2. In accordance with FLSA regulations, shift trades shall not affect the timecard or payroll of the employees participating in the trade. The District shall suffer no liability for overtime as a result of shift trades. Time worked as part of a shift trade is not counted as hours worked in a work week or hours worked in a pay period. Notwithstanding the provisions of ORS 653.268, it is agreed that at no time shall any hours worked under a shift trade be paid at the overtime rate.

3. The employee must submit a written request for a shift trade to the requesting employee's supervisor at least 48 hours prior to the shift to be traded.

4. The employer has complete discretion to decide whether to authorize a shift trade. Shift trade requests will be considered on a case-by-case basis, in consideration of staffing and other needs of the District.

5. The supervisor shall notify the requesting employees of the approval or denial of the request in a timely manner. However, if the employees

requesting the trade have not received notice 24 hours before the shift is scheduled to begin, it is the responsibility of the employees to contact the employer to determine the status of the request.

6. Once the employer has authorized a shift trade, the responsibility of working the shift transfers to the employee who has agreed to work the shift specified in the written request.

7. The employee physically working during a shift trade will be responsible for covering any overtime that would normally be the responsibility of the person who traded the shift.

8. If an employee who has agreed to work an authorized shift trade is unable to work the traded hours as scheduled, the employee's sick leave will be reduced by the number of hours agreed to in the shift trade. The deduction of sick leave hours will be reflected in the payroll pay period encompassing the date on which the hours were physically missed.

   It is the responsibility of the employee to ensure that the employee has sufficient sick leave to cover the traded shift prior to submitting a request for a shift trade. If the employee fails to work an authorized shift trade and does not have sufficient sick leave to cover the hours agreed to in the shift trade, the employer will deduct an equal amount of banked leave at the employer's discretion. If the employee does not have sufficient sick leave or other banked leave to cover the hours agreed to in the shift trade, the employee will be subject to discipline. In either case, the employee will not be eligible for shift trades for a period of six (6) months.

   The employee originally assigned to the shift will be credited as if the employee had worked his or her normal work schedule for the shift.

9. A shift trade is an agreement between employees. The employer is not responsible, nor can it be held liable, for disputes between employees as a result of shift trade agreements. The employer shall not be responsible for any deficit of hours that occur as a result of a shift trade, including if an employee leaves the Agency without completing a shift trade.

10. If an employee fails to work hours that the employee has agreed to work in an authorized shift trade request without providing prior notice (i.e. the employee "no shows"), the employee will be subject to discipline up to and including termination and in a manner equivalent to discipline imposed for failure to report for regularly scheduled hours.

11. Abuse of the shift trade system may result in disapproval of future trades.

ARTICLE 15 – ACTING IN CAPACITY

15.1 Employees may elect to Act In Capacity (AIC) of positions outside of their classification. If an employee chooses to maintain an AIC status, they must have successfully completed their probationary year, and meet all of the requirements outlined in the job description of the position (e.g. to AIC as a Lieutenant, an employee must meet all the requirements outlined in the Lieutenant Job Description; to AIC as an Engineer, an employee must meet all the requirements outlined in the Engineer Job Description). When Acting in Capacity, the employee assumes all roles and responsibilities of the classification. Employees are not required to AIC outside of their classification.

The employee will receive incentives for maintaining AIC status as outlined in Article 16.2.

15.2 If an employee is assigned to an AIC position for 10 consecutive shifts or longer, after the conclusion of the 10th shift the employee will be considered a Long-Term AIC and receive a larger incentive for the entirety of the Long-Term Assignment; additional 2% incentive will be added. Upon completion of the Long-Term assignment, the employee will return to their previous position and pay scale. Long-Term AIC is meant to be a temporary assignment, and should last only until the position vacancy is permanently filled by the District.

ARTICLE 16 – COMPENSATION

16.1 SALARIES - Salaries shall be paid in accordance with the provisions of this Article and the schedule attached hereto as Attachment A. This schedule reflects a

1 July 2026:
Shift Personnel: Cost of Living increase of 7.5%
Previous incentives for Pumper Operator of 2% will be rolled into the base wages of the Engineer classification.
Previous incentives for Fire Officer 1 for Lieutenants of 2% will be rolled into the base wages of the Lieutenant Classification and Fire Officer 1 shall now be required. As well as additional steps at years 8, 12.
Administrative Personnel: Training Captain position shall not receive a Cost of Living Adjustment (COLA) on July 1, 2026. However, the position remains eligible for step increases on the employee's anniversary date of employment.

1 July 2027: Cost of Living increase of 7.5%.

16.2 INCENTIVES -
Fire Fighters will be eligible for the following incentives:

AIC Engineer	2%
AIC Lieutenant	2%
Advanced EMT	4%
OR Intermediate	6%
OR Paramedic	8%

Engineers will be eligible for the following incentives:

AIC Lieutenant	2%
Advanced EMT	4%
OR Intermediate	6%
OR Paramedic	8%

Lieutenants will be eligible for the following incentives:

Fire Officer 2	2%
Advanced EMT	4%
OR Intermediate	6%
OR Paramedic	8%

Training/Operations/Staff Captain will be eligible for the following incentives:

Advanced EMT	4%
OR Intermediate	6%
OR Paramedic	8%
NFPA FOII	2%
NFPA Instructor II	2%
NFPA Instructor III	3%
NFPA Instructor IV	4%

Incentives shall be capped at 10%
All incentives are based on an employee's monthly salary.

16.3 STEP INCREASES - After completion of each year of service and start the first of the anniversary month, employees shall receive increases in salary as specified in the classification and salary schedule upon their respective anniversary dates. Steps shall be valued at 3% of base. Steps will be for the following years of service; Years 1-5, 8, 10, 12, 15 and 20.

16.4 MONTHLY RATE - Employees in step grade positions shall be paid on a monthly rate basis established for the full-time workweek.

16.5 OVERTIME -Employees may elect to receive overtime compensation in the form of either wages (if budgeted funds are available) or compensatory time off. Accrual of compensatory time may not exceed 110 hours. Overtime shall be rounded up to the nearest one-quarter (1/4) of an hour.
For administrative personnel, hours more than 40 hours per week will be paid at one and one-half (1/2) times that employees' hourly pay rate.

Hourly Rate for shift personnel will be calculated as follows: Base wage + incentive pay / 1.27 (work periods per month) / 192 (182 allowable FLSA hours, plus 10 additional hours scheduled to work per 24-day period x 1.5) = Hourly rate.

16.6 PAY DAY - All employees shall be paid monthly on a regularly-established payday. At the request of employees, the District shall automatically deposit their paychecks on regularly established paydays at no cost to the employee.

16.7 RETIREMENT - Employees shall be eligible for participation in the Oregon Public Employees Retirement system (PERS) and the Oregon Public Service Retirement Plan (OPSRP) pursuant to ORS Chapters 237, 238, and 238A. The Employer shall "pick-up" the employee contribution to PERS or OPSRP, six percent (6%), as permitted by ORS 238.205(5) (a) and ORS 238A.330. The parties acknowledge that the pick-up payment is inapplicable to employees who are not PERS or OPSRP members due to insufficient service. In the event of the passage of any law, or court order that bars the District from making the employee's contribution to PERS as established in this section, the District agrees to immediately increase the employee's base pay by the amount barred (up to 6 percent).

16.8 OVERTIME LIMITATIONS – The District limits the annual overtime allowance in the annual budget to 13.5% of the projected wages of the bargaining unit members for the year. Should the actual overtime expenditure go over budget during the year, the District may elect to fill staffing needs for bargaining members with a temporary hire – within the following provisions:

1. The Bargaining Unit members may first be offered the overtime shift for compensation time off (CTO-up to the cap). Such CTO is earned at 1½ the hours worked.
2. If CTO is not an option, a temporary hire may be done by the District as provided in section 14.4.
3. The Union is to be notified when the overtime budget is within 10% of the limit of expenditure.

16.9 OVERTIME USE FOR EMERGENCY CALLBACK AND EXTRA STAFFING - The purpose of this directive is to provide clear guidance on the use of overtime for emergency callback of paid staff and the extra staffing of paid staff. This aims to ensure that our department remains efficient and responsive while maintaining fiscal responsibility.

1. Emergency Call Back of Staff:
   - Reported structure fire or large natural cover fire, within district boundaries
   - Any request for coverage sent by page, Active Alert, text, or call by the Duty Officer
2. Preplanned Extra Staffing/Upstaffing:
   - Predetermined request for extra staffing.
3. Compensation:
   - Staff called back on an emergency basis will be compensated for a minimum of one (1) hour of time at their standard overtime rate. Past the

first hour, time is compensated at overtime rounded up to the nearest quarter hour.
- Staff called back on a preplanned basis will be compensated for their overtime rate rounded up to the nearest quarter hour.

16.10 OVERTIME DISTRIBUTION AND FILLING

1. General Procedure
   When overtime is needed to fill staffing needs, the District shall utilize a list by rank for the right of first refusal. When the list for the specific rank being sought is exhausted, the shift shall be offered to any qualified member using the overtime list for that classification.
2. Long-Term Shift Coverage
   When staffing needs can be forecasted (e.g., vacation time, long-term leave), and the vacancy remains unfilled six (6) weeks prior to the date of absence, the shift shall become available for members in another classification to pick up.
3. Short-Term Shift Coverage
   In the event of a short-term staffing need (e.g., sick call, conflagration deployment, family emergency), the opportunity to cover the shift shall go out by rank in the overtime list and be available for fifteen (15) minutes to be accepted. If the shift is not picked up, the offer shall move to the next employee and follow the procedure outlined in Section 1.

ARTICLE 17 – BENEFITS

17.1 MEDICAL/DENTAL INSURANCE – The District shall continue its insurance program for all employees in the bargaining unit (medical, vision, dental, life) through City County Insurance Services, January 1, 2026. Effective January 1, 2016, the District will pay 93% of the full health benefit premium. Employees shall contribute seven (7) percent to the cost of the same or substantially equivalent medical, dental and vision insurance coverage. This premium shall constitute a pre-tax deduction from wages each month.

The District will implement a longevity incentive for the health care premium benefit based on the following table:

Years of Service	District Contribution	Employee Contribution
3	95%	5%
5	97%	3%
10	100%	0%

17.2 LIFE INSURANCE – The District agrees to provide 24-hour Life and Accidental Death and Dismemberment insurance for each employee in the amount of $50,000.

17.3 LONG TERM DISABILITY - The District will provide a long-term disability benefit policy for bargaining unit members disabled due to off- or on-the-job injury or illness. After ninety (90) days from the first day of total disability, the eligible employee will be on leave from the District without pay unless receiving the sick leave benefit as provided in this contract. This benefit shall be available for represented employees regularly scheduled to work twenty (20) hours or more per week.

17.4 INSURANCE COMMITTEE - An insurance committee consisting of three staff members and three union members shall be established as needed for changes. The insurance committee goals shall be to review cost-saving options, and alternative health care options to minimize the cost of District provided insurance benefits, while maintaining quality healthcare coverage for employees. The insurance committee shall make final recommendations to the Board of Directors and Union prior to any change in insurance plans, policies, coverage or carriers being implemented. The Board of Directors and Union shall each have final authority to accept or reject insurance committee recommendations.

17.5 PAID LEAVE OREGON (PLO)

1. Employer Contribution
The District shall assume full responsibility for paying the state-imposed employee contribution for Paid Leave Oregon (PLO) on behalf of all covered employees. This ensures that employees are not required to contribute a portion of their wages toward the PLO program.
2. Use of PLO
Employees may utilize PLO benefits in lieu of sick leave for qualifying absences. PLO is a state-administered program that provides eligible employees with up to two-thirds (2/3) of their regular wages during approved leave periods. The program is managed and administered by the State of Oregon and not the Philomath Fire District.
3. Employee Choice of Leave
Use of PLO benefits is voluntary. Employees retain the right to decline PLO coverage and instead utilize accrued sick leave or other available paid leave as outlined in District policy and this Agreement.
4. Income Supplementation
When an employee elects to use PLO benefits, they may use accrued sick leave, Paid Time Off (PTO), or a combination thereof to supplement the partial wage replacement provided by the PLO benefit, in order to maintain full income during the leave period.

17.6 Health Insurance Opt-Out Stipend

1. Eligibility- An employee covered under this Agreement may elect to decline participation in the District-provided health insurance plan and, in lieu thereof, receive a stipend of the amount allowable per CIS policy.
2. Compliance with Federal Requirements- To be eligible for the stipend, the employee must provide documentation demonstrating compliance with all applicable federal laws and regulations regarding minimum essential health coverage, as defined under the Affordable Care Act (ACA) or its successor legislation.

3. Re-Enrollment in District Coverage- An employee who has opted out of District-provided health insurance coverage may re-enroll during the District's next open enrollment period, or earlier if permitted by applicable law due to a qualifying life event, consistent with the terms of the District's health insurance plan.
4. Nature of Stipend- The stipend described in this section shall be treated as a separate, stand-alone benefit. It shall not be included in the calculation of the employee's hourly rate, base wage, overtime.

ARTICLE 18 – PERSONNEL FILES

18.1 REVIEW/ACCESS – Each employee's personnel file shall be maintained by the District under circumstances ensuring the confidentiality afforded by Oregon Public Records Law. Until an investigation is complete, or if an investigation results in no further action relating to the employee, disciplinary investigation information shall be maintained separate and apart from the employee's official file.

Each employee shall have the right, upon request, and with reasonable notice, to review and obtain copies of the contents of his/her official personnel file.

Authorized supervisory, management, and administrative employees of the District, authorized government agencies; any party, including courts, involved in the legal process of determining the releasability of public records; and employees representing the District, shall have access to the employee's personnel file. Confidential personnel file information will not be disclosed to others without written consent of the employee, unless the District is required to do so by law.

Upon receipt of a request for information from an employee's personnel file, confidential or otherwise, the employee shall receive notice of the request within twenty-four (24) hours of receipt, or as soon as reasonably practicable.

Any records associated with the employee's medical care shall be accorded confidentiality, pursuant to the terms and provisions of the Health Insurance Portability and Accountability Act.

18.2 ADDITIONAL MATERIAL – No material that can reasonably be construed, interpreted, or acknowledged to be derogatory, shall be placed in an employee's personnel file unless the employee has been notified of the inclusion and given the opportunity for review.

18.3 WRITTEN RESPONSE – an employee may respond in writing to any item placed in the personnel file. Any written response becomes a part of the file.

18.4 DISCIPLINE RECORDS – Written reprimands or more serious disciplinary actions contained in an employee's personnel file for more than three (3) years, may be removed upon the written request submitted to the Fire Chief by the employee, provided there have been no additional written reprimands or more serious disciplinary actions of a similar nature within that three (3) year period. Exceptions shall be disciplinary and investigative material related to substance abuse, hostile work environment, sexual harassment or abuse, workplace violence, or provision of substandard care. To the extent required by the state archivist rules, removed material may be required to be kept in a separate file that is not considered part of the official employee file.

ARTICLE 19 – WORK RULES

The District may not modify the terms of this Agreement, job description, or any term or condition of employment constituting a mandatory subject of bargaining, without notice of the Union and prompt opportunity for negotiation. The District shall not attempt to modify any provision of its' Policy Manuals without providing 15 days advance notice to the Union of its' intention to do so and affording Union representatives a meaningful opportunity to provide feedback regarding proposed modifications.

ARTICLE 20 – UNIFORMS

The District shall furnish uniform items including uniform shirts, uniform pants, department t-shirts, department sweatshirts, and one (1) set of department winter coat, and duty boots. The District shall assume the cost of replacing worn or damaged uniforms and/or equipment when incurred in the line of duty. The employee may substitute personal equipment for District-furnished equipment with the approval of the Chief.

ARTICLE 21 – SUSTENANCE

The District shall provide sustenance to members of the bargaining unit who, as a result of high call volume or emergent events, are unable to leave their duty stations for extensive periods of time encompassing normal meal breaks.

ARTICLE 22 – SAVINGS CLAUSE

22.1 VALIDITY - The provisions of this Agreement are declared to be severable. If any section, subsection, sentence, clause, or phrase of this Agreement shall for any reason be held to be invalid, unlawful or unconstitutional, the validity of all other provisions of this Agreement shall remain in effect, it being the intent of the parties that this Agreement shall stand notwithstanding the invalidity of any part.

22.2 REPLACEMENT LANGUAGE - In the event any section, subsection, sentence, clause, or phrase of this Agreement is held to be invalid, unlawful or unconstitutional, the parties shall bargain replacement language that to the extent legally allowable, serves the same purpose as the severed language.

ARTICLE 23 – DURATION

This Agreement shall be effective July 1, 2026 and shall remain in effect through June 30, 2028. Ratified by Union members on March, 19th 2026.

IN WITNESS WHEREOF, Philomath Fire & Rescue and IAFF Local 4925 have negotiated the terms of the Agreement in good faith and hereby agree to observe said terms of this Agreement.

FOR THE UNION:

President, Local 4925

Union Vice President, Local 4925

Union Secretary/Treasurer, Local 4925

FOR THE DISTRICT:

Fire Chief

Board President

Board Representative

ATTACHMENT A

Wages for 2026

	Experience									
Firefighter	Year 1	Year 2	Year 3	Year 4	Year 5	Year 8	10	12	15	20
Base	5389	5551	5717	5889	6065	6247	6435	6628	6827	7031
Pumper Operator 2%	5497	5662	5832	6006	6187	6372	6563	6760	6963	7172
Advance EMT 4%	5605	5773	5946	6124	6308	6497	6692	6893	7100	7313
AIC ENG + AEMT 6%	5712	5884	6060	6242	6429	6622	6821	7025	7236	7453
AIC ENG + EMT-I 8%	5820	5995	6175	6360	6551	6747	6950	7158	7373	7594
Paramedic 8%	5820	5995	6175	6360	6551	6747	6950	7158	7373	7594
AIC ENG + EMT-P 10%	5928	6106	6289	6478	6672	6872	7078	7291	7509	7735

Engineer	Year 1	Year 2	Year 3	Year 4	Year 5	Year 8	10	12	15	20
Base	5497	5662	5832	6006	6187	6372	6563	6760	6963	7172
AIC 2%	5607	5775	5948	6127	6310	6500	6695	6896	7102	7315
Advance EMT 4%	5717	5888	6065	6247	6434	6627	6826	7031	7242	7459
AIC LT+ AEMT 6%	5827	6001	6181	6367	6558	6755	6957	7166	7381	7602
Intermediate 6%	5827	6001	6181	6367	6558	6755	6957	7166	7381	7602
AIC LT+ EMT-I 8%	5937	6115	6298	6487	6682	6882	7089	7301	7520	7746
Paramedic 8%	5937	6115	6298	6487	6682	6882	7089	7301	7520	7746
AIC LT + EMT-P 10%	6046	6228	6415	6607	6805	7010	7220	7436	7659	7889

Lieutenant										
Base	5985	6165	6349	6540	6736	6938	7146	7361	7582	7809
Fire Officer II 2%	6105	6288	6476	6671	6871	7077	7289	7508	7733	7965
Advance EMT 4%	6224	6411	6603	6802	7006	7216	7432	7655	7885	8121
FO II + AEMT 6%	6344	6534	6730	6932	7140	7355	7575	7802	8037	8278
Intermediate 6%	6344	6534	6730	6932	7140	7355	7575	7802	8037	8278
FO II + EMT-I 8%	6464	6658	6857	7063	7275	7493	7718	7950	8188	8434
Paramedic 8%	6464	6658	6857	7063	7275	7493	7718	7950	8188	8434
FO II + EMT-P 10%	6584	6781	6984	7194	7410	7632	7861	8097	8340	8590

Training Captain										
Base	6409	6601	6799	7003	7213	7430	7653	7882	8119	8362
NFPA FO II 2%	6537	6733	6935	7143	7358	7578	7806	8040	8281	8530
NFPA Inst II 2%	6537	6733	6935	7143	7358	7578	7806	8040	8281	8530
NFPA Inst III 3%	6601	6799	7003	7213	7430	7653	7882	8119	8362	8613
NFPA Inst IV 4%	6665	6865	7071	7283	7502	7727	7959	8198	8443	8697
FO II + Inst II 4%	6665	6865	7071	7283	7502	7727	7959	8198	8443	8697
FO II + Inst III 5%	6729	6931	7139	7353	7574	7801	8035	8276	8525	8780
FO II + Inst IV 6%	6794	6997	7207	7423	7646	7876	8112	8355	8606	8864

Wages for 2027

Experience

Firefighter	Year 1	Year 2	Year 3	Year 4	Year 5	Year 8	10	12	15	20
Base	5793	5967	6146	6330	6520	6716	6917	7125	7338	7559
Pumper Operator 2%	5909	6086	6269	6457	6650	6850	7055	7267	7485	7710
Advance EMT 4%	6025	6205	6392	6583	6781	6984	7194	7410	7632	7861
AIC ENG + AEMT 6%	6141	6325	6515	6710	6911	7119	7332	7552	7779	8012
AIC ENG + EMT-I 8%	6256	6444	6637	6837	7042	7253	7471	7695	7925	8163
Paramedic 8%	6256	6444	6637	6837	7042	7253	7471	7695	7925	8163
AIC ENG+EMT-P 10%	6372	6563	6760	6963	7172	7387	7609	7837	8072	8314

Engineer	Year 1	Year 2	Year 3	Year 4	Year 5	Year 8	10	12	15	20
Base	5909	6086	6269	6457	6650	6850	7055	7267	7485	7710
AIC 2%	6027	6208	6394	6586	6783	6987	7197	7412	7635	7864
Advance EMT 4%	6145	6330	6519	6715	6916	7124	7338	7558	7785	8018
AIC LT + AEMT 6%	6263	6451	6645	6844	7050	7261	7479	7703	7934	8172
Intermediate 6%	6263	6451	6645	6844	7050	7261	7479	7703	7934	8172
AIC LT + EMT-I 8%	6382	6573	6770	6973	7183	7398	7620	7849	8084	8326
Paramedic 8%	6382	6573	6770	6973	7183	7398	7620	7849	8084	8326
AIC LT + EMT-P 10%	6500	6695	6896	7102	7316	7535	7761	7994	8234	8481

Lieutenant										
Base	6434	6627	6826	7031	7242	7459	7683	7913	8150	8395
Fire Officer II 2%	6563	6760	6962	7171	7386	7608	7836	8071	8313	8563
Advance EMT 4%	6691	6892	7099	7312	7531	7757	7990	8230	8476	8731
FO II + AEMT 6%	6820	7025	7235	7452	7676	7906	8143	8388	8639	8899
Intermediate 6%	6820	7025	7235	7452	7676	7906	8143	8388	8639	8899
FO II + EMT-I 8%	6949	7157	7372	7593	7821	8055	8297	8546	8802	9067
Paramedic 8%	6949	7157	7372	7593	7821	8055	8297	8546	8802	9067
FO II + EMT-P 10%	7077	7290	7508	7734	7966	8205	8451	8704	8965	9234

Training Captain										
Base	6890	7097	7310	7529	7755	7987	8227	8474	8728	8990
NFPA FO II 2%	7028	7239	7456	7679	7910	8147	8392	8643	8903	9170
NFPA Inst II 2%	7028	7239	7456	7679	7910	8147	8392	8643	8903	9170
NFPA Inst III 3%	7097	7310	7529	7755	7987	8227	8474	8728	8990	9260
NFPA Inst IV 4%	7166	7381	7602	7830	8065	8307	8556	8813	9077	9349
FO II + Inst II 4%	7166	7381	7602	7830	8065	8307	8556	8813	9077	9349
FO II + Inst III 5%	7235	7452	7675	7905	8142	8387	8638	8898	9164	9439
FO II + Inst IV 6%	7303	7523	7748	7981	8220	8467	8721	8982	9252	9529

ORGANIZATIONAL MANUAL

FIREFIGHTER

Non-exempt, Represented
Bargaining Unit: Philomath Professional Firefighters IAFF 4925

Position Summary:
The role of the Firefighter centers on performing duties involved in the protection of life and property including the response to fire, medical and hazardous materials emergencies. Duties include emergency response, training, building/vehicle/grounds maintenance, daily assignments, and fire prevention activities. May be required to perform other duties as required or directed. Should there be conflict between this Job Description and the CBA for represented personnel, the CBA will supersede.

Supervision Received:
The Firefighter will always follow the chain of command and reports to the on-duty Lieutenant. In the absence of Lieutenant, the Firefighter shall report directly to the Deputy Chief.

Will complete a mentoring/probationary period of no less than one year. During probation all accreditations, certifications and in house training requirements for this position will be attained and maintained. The Fire Chief or designee, at their discretion, may extend the probationary period.

Essential Job Duties:
A Firefighter must:

- Perform fire suppression and rescue duties while in adverse environments include searching for fire victims while walking or crawling, dragging or carrying victims to safety, and extinguishment of the fire. Additional tasks include care of medical patients requiring interactions with individuals, their environment, and family members.
- Effectively work with others and collaboratively function as a team member.
- Maintain apparatus in a constant state of readiness.
- Perform, or recommend performance of, maintenance and repairs on District apparatus and equipment as well as document issues and maintain maintenance and repair logs.
- Compile reports relating to medical calls, fire calls, recommended or ongoing maintenance of equipment, vehicles, or buildings requiring the use of various computer systems and software and the ability to access and navigate the internet.
- Perform routine grounds maintenance including lawn mowing, weeding, and brush maintenance at all properties.
- Perform basic building care and maintenance.
- Assist in the conduct of company level business inspections and pre-fire surveys and public education events
- Other duties as assigned by the Lieutenant, Operations Chief or Designee.

The Firefighter is responsible for the efficient, accurate, and rapid completion of all tasks assigned to them by an Officer, as the situation dictates.

Contact with Others:

A Firefighter will be expected to:

1. Work with the general-public, fire protection agencies, local, state, federal, and regulatory officials / agencies at the direction of the Fire Chief.
2. At all times reflects a professional image of Philomath Fire & Rescue.

Knowledge, Skills, and Abilities:

This position requires the following knowledge, skills, and abilities to:

- Perform vehicle maintenance including minor electrical or mechanical repair.
- Perform fire suppression, hazardous materials mitigation and emergency medical techniques used by emergency response personnel which are very physically demanding and may be performed over a prolonged period, requiring quick recovery.
- Possess effective listening, oral, and written communication skills.
- Self-motivate and work alone using good judgment.
- Develop solutions to problems and seek advice as appropriate.
- Enter a building under adverse fire conditions while wearing Firefighter turnout gear and SCBA. Conditions might include toxic smoke, gases, and extreme heat, with little or no visibility.
- Perform emergency medical care within their scope of practice or training.
- Work in high, open places, confined spaces, and other adverse environments.
- Operate a power saw or other electric or hydraulic equipment in awkward positions, such as overhead, on a sloping surface, or from a ladder.
- Use a variety of tools to remove walls and ceilings, requiring pulling and pushing motions with arms extending overhead for long periods of time, or to force entry into a building or vehicle.
- Perform firefighting and rescue duties while exposed to extreme cold, heat and/or wet environmental elements.
- Maintain composure and make sound decisions in stressful situations.
- Hear and orally respond to verbal orders, calls for assistance, and radio communications, as well as the ability to hear, identify, and appropriately respond to various sounds in an environment of substantial background noises, such as sounds produced by structural collapses, backdrafts, breaking glass, fire, other fire fighters, sirens, traffic, and victims.
- Shout orders, warnings, and responses as the environment dictates.
- Read, learn, and remember new, updated, detailed, and complex information, such as hazardous materials information, medical information, or changes in policy or procedures.
- Apply training, tactics, guidelines and policies in a logical manner.

- Communicate with a diverse range of people to gather information on their medical history or circumstances surrounding an incident and deal with verbal and physical confrontations.

Required Certifications

As a condition of employment, the following certifications or licenses must be maintained:

- NFPA Firefighter I
- NWCG Firefighter Type 2
- NFPA Driver/Operator
- Certified by DPSST at the Hazardous Materials Operations Level
- Valid insurable driver license with driving record that meets Philomath Fire & Rescue standards (or able to attain one within 30 days of appointment.)
- OHA EMT License
- Pass a department background check
- Pass an NFPA 1582 Physical
- AHA BLS CPR Certification
- Minimum 18 years of age
- High school Diploma/GED or equivalent

Preferred Certifications: *(incentive pay listed in IAFF employment contract)*

- NFPA Firefighter II
- NWCG Firefighter Type 1
- NFPA Pumper Operator
- NFPA Mobile Water Supply Apparatus Operator
- NFPA Aerial Operator
- OHA AEMT certification or higher

Maintenance of all required certifications, accreditations, and licenses are to be considered a condition of employment.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation will be provided to otherwise qualified individuals with disabilities and known limitations to perform the essential functions.

The physical demands of this position require significant physical effort and manual labor, such as lifting heavy objects, carrying weight of 50 pounds, constant movement, bending and squatting. Individuals in this position are expected to be able to pass the District Fitness Test as well as an NFPA 1582 Physical. Additionally, requirements of this position include use of an SCBA and mask which is worn close to the face. This position also requires the operation of heavy machinery including large fire apparatus.

Additional physical demands include frequent standing, walking on both level and uneven surfaces, twisting, reaching, feeling, bending, kneeling, repetitive motions and operation of hands/wrists and feet, grasping, talking, listening/hearing, reaching above shoulder and lifting. Work infrequently requires crawling, stooping, crouching, climbing stairs or ladders. Specific vision abilities required for this position include the ability to adjust focus and read street and road signs while driving.

Mental/Cognitive Demands:

Work involves multiple tasks that change frequently and require sound mental organization. The work of this position is frequently interrupted to respond to coworkers and the emergency needs of members of the public. Individuals in this position are also expected to be able to identify problems common with fire apparatus and determine resolution, repair, or recommend upgrades to basic systems.

Work Environment:

The work environment characteristics described here are representative of those encountered while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

Work is performed in both office and outdoor areas with exposure to heat, cold, and all types of weather. Additional environmental exposures include cramped and confined spaces as well as working at heights of more than 20 feet. Exposure to unwell individuals, body fluids, and chemicals is frequent. Noise levels of the work environment can vary from mild to significant, commensurate with the noise of use of mechanical equipment, large apparatus, and emergency response.

Normal work hours are based upon the shift assignment of the individual. Work is expected to be performed in the allotted hours, overtime hours will be infrequent and only with the prior approval of the Fire Chief. Evening, weekend, and holiday hours required.

Occasionally, this position may require you to attend meetings, seminars, and District functions, including overnight travel and out-of-area stays, at the discretion of the Fire Chief.

Selection Guidelines:

The selection process for this position will consist of a formal application, review of certifications and experience, contact with references, appropriate skills testing, and interviews. Final selection will be made contingent upon passing a pre-employment drug screening and background check.

This job description does not constitute an employment agreement between the District and the employee and is subject to change by the District as the needs of the District and requirements of the job change.

ENGINEER

Non-exempt, Represented
Bargaining Unit: Philomath Professional Firefighters IAFF 4925

Position Summary:

The Engineer assists in emergency medical, motor vehicle accidents, hazardous materials incidents, and fire suppression activities. An Engineer has direct control of, and is responsible for, apparatus and equipment assigned.
The Engineer may perform duties, positions, or functions at incident scenes assigned to them by the Incident Commander and Lieutenant. An Engineer is expected to maintain all required training and certifications required of this position. Should there be conflict between this Job Description and the CBA for represented personnel, the CBA will supersede.

Supervision Received:

The Engineer will always follow the chain of command and report to the on-duty Lieutenant. In the absence of Lieutenant, the Engineer shall report directly to the Deputy Chief.

Will complete a mentoring/probationary period of no less than one year. During probation all accreditations, certifications and in house training requirements for this position will be attained and maintained. The Fire Chief or designee, at their discretion, may extend the probationary period.

Essential Job Duties:

The list of essential duties is not intended to be exhaustive; additional related duties, as necessary, may be required. In general, this position will:

- Perform all requirements of a Firefighter.
- Primary operator for apparatus and specialized technical equipment required of the position.
- Possess a thorough knowledge of district geography.
- Conducts apparatus and equipment checks to ensure all apparatus and equipment are operational ensuring apparatus are in a constant state of readiness.
- Perform, or recommend performance of, maintenance and repairs on District apparatus and equipment as well as document issues and maintain maintenance and repair logs.
- Act as a resource for other personnel on training techniques, hazardous material mitigation, and fire suppression principles, and methods.

- Direct the operation of apparatus, equipment, and personnel assigned to them.
- Complete accident forms, incident reports and any other forms as necessary.
- Assist with training of personnel at regular and specialized training sessions.
- Response to Automatic or Mutual Aid outside the boundaries of the District In the compacity of an apparatus operator.
- Assist in the conduction of company level business inspections and pre-fire surveys and public education events.
- Other duties as assigned by the Lieutenant, Operations Chief or Designee.

Contact with Others:

The Engineer will:

- Work with the public, fire protection agencies, local, state, federal, and regulatory officials / agencies at the direction of the Fire Chief or their designee.
- At all times reflects a professional image of Philomath Fire & Rescue.
- Lead by example (i.e., completing reports in a timely manner, participation in volunteer firefighter activities, attendance at drills, teamwork, positive behaviors, etc.).

Knowledge, Skills, and Abilities:

The position of Engineer requires the following knowledge, skills, and abilities:

- Thorough knowledge of the Fire District policies and guidelines governing the operation of the district.
- Working knowledge of hazardous materials control and containment procedures, structural fire suppression strategy and tactics, and wildland firefighting strategy and tactics.
- Ability to assist with training programs including teaching others the skills needed to perform specific tasks.
- Exhibit leadership qualities and possess the ability to inspire personnel to follow their lead.
- Possess the ability to analyze emergency conditions and make decisive, effective, and sound course of action.
- Working knowledge of the fire suppression resources of the district and surrounding fire service agencies.
- Physical stamina necessary to perform duties at the emergency scene over prolonged periods of time, in various weather conditions, in potentially hazardous environments.
- Self-motivated and able to collaborate as part of an emergency services team.

Required Certifications

As a condition of employment, the following certifications or licenses must be maintained:

- Requirements of Firefighter.
- Minimum of two (2) years' experience in fire suppression

- Valid insurable driver license with driving record that meets Philomath Fire & Rescue standards (or able to attain one within 30 days of appointment.)
- NFPA Firefighter II
- OHA EMT Certification
- NFPA Pumper Operator
- NFPA Aerial Operator
- NFPA Mobile Water Supply Operator
- Traffic Incident Management Responder training

Any combination of experience and training that provides the required skills, knowledge, and abilities may be substituted for the above at the discretion of the Fire Chief or their designee with input from the Officers.

Preferred Certifications: *(incentive pay listed in IAFF employment contract)*

- NFPA Instructor I
- Safety Officer
- NWCG Engine Boss
- OHA AEMT Certification or higher
- OSFM Company Officer Inspection certificate
- NFPA Wildland Apparatus Operator

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation will be provided to otherwise qualified individuals with disabilities and known limitations to perform the essential functions.

The physical demands of this position require significant physical effort and manual labor, such as lifting heavy objects, carrying weight of 50 pounds, constant movement, bending and squatting. Individuals in this position are expected to be able to pass the District Fitness Test as well as an NFPA 1582 Physical. Additionally, requirements of this position include use of an SCBA and mask which is worn close to the face. This position also requires the operation of heavy machinery including large fire apparatus.

Additional physical demands include frequent standing, walking on both level and uneven surfaces, twisting, reaching, feeling, bending, kneeling, repetitive motions and operation of hands/wrists and feet, grasping, talking, listening/hearing, reaching above shoulder and lifting. Work infrequently requires crawling, stooping, crouching, climbing stairs or ladders. Specific vision abilities required for this position include the ability to adjust focus and read street and road signs while driving.

Mental/Cognitive Demands

Work involves multiple tasks that change frequently and require sound mental organization. The work of this position is frequently interrupted to respond to coworkers and the emergency needs of members of the public. Individuals in this position are also expected to be able to identify problems common with fire apparatus and determine resolution, repair, or recommend upgrades to basic systems.

Work Environment:

The work environment characteristics described here are representative of those encountered while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is performed in both office and outdoor areas with exposure to heat, cold, and all types of weather. Additional environmental exposures include cramped and confined spaces as well as working at heights of more than 20 feet. Exposure to unwell individuals, body fluids, and chemicals is frequent. Noise levels of the work environment can vary from mild to significant, commensurate with the noise of use of mechanical equipment, large apparatus, and emergency response.

Normal work hours are based upon the shift assignment of the individual. Work is expected to be performed in the allotted hours; overtime hours will be infrequent and only with the prior approval of the Fire Chief. Evening, weekend, and holiday hours required.

Occasionally, this position may require you to attend meetings, seminars, and District functions, including overnight travel and out-of-area stays, at the discretion of the Fire Chief or their designee.

Selection Guidelines:

The selection process for this position will consist of a formal application, review of certifications and experience, contact with references, appropriate skills testing, and interviews. Final selection will be made contingent upon passing a pre-employment drug screening and background check.

This job description does not constitute an employment agreement between the District and the employee and is subject to change by the District as the needs of the District and requirements of the job change.

ORGANIZATIONAL MANUAL

LIEUTENANT

Non-exempt, Represented
Bargaining Unit: Philomath Professional Firefighters IAFF 4925

Position Summary:
The Lieutenant provides direct supervision of assigned crew members ensuring station duties and functions are completed per department policy. Performs duties, positions, or functions at incident scenes assigned to them by the Incident Commander. In the absence of the Fire Chief, Operations Chief, Assistant Chief or a Captain, Lieutenants may perform duties at incident scenes as the Incident Commander. Lieutenants may remain in the position of Incident Commander at the discretion of the highest-ranking officer on scene. Lieutenants assist in emergency medical, motor vehicle collision, hazardous materials and fire suppression activities, providing supervision to those personnel assigned. Should there be conflict between this Job Description and the CBA for represented personnel, the CBA will supersede.

Supervision Received:
The Lieutenant will always follow the chain of command, except for certain protected activities described in the personnel policies and reports to the Operations Chief. In the absence of the Operations Chief, the Lieutenant will report directly to the Fire Chief.

Will complete a mentoring/probationary period of no less than one year. During probation all accreditations, certifications and in house training requirements for this position will be attained and maintained. The Fire Chief or designee, at their discretion, may extend the probationary period.

Supervision Exercised:
The Lieutenant will:

- Supervise the operations and safety of any crew tasked or assigned to them by the Duty Officer/Incident Commander at all times on duty.
- Serve in a leadership capacity for personnel at all levels below Lieutenant.
- Lead by example (i.e. attention to duty, completing reports in a timely manner, attendance at drills, teamwork, positive attitude, etc.) and must be self-motivated and willing to function as an integral part of Philomath Fire & Rescue's emergency services team.
- Be a role model and reflect the organization's policies, procedures, mission, and vision to all internal and external constituents.
- Oversee the performance of apparatus checks and other projects around the District.

- Provide communication, direction, guidance, and coaching to others including annual reviews of junior staff members.
- Provide corrective action to subordinates.

The Lieutenant is the first step in the chain of command for Firefighters and Engineers.

Essential Job Duties:

The list of essential duties is not intended to be exhaustive; additional related duties, as necessary, may be required. In general, this position will:

- Perform all requirements of an Engineer.
- Act as a resource for other personnel on training techniques, hazardous material mitigation, and fire suppression principles, practices, and methods.
- Determine initial actions to be taken at fire and other emergency incident scenes and deploy personnel and apparatus as required.
- Direct response routes to be used by responding units and determine the need for additional resources at incident scenes.
- Supervise the operation of apparatus, equipment, and personnel assigned to them.
- Assume command of emergency incidents when an Engineer/Firefighter is in command or when first arriving officer.
- Complete accident forms, incident reports and any other forms as necessary.
- Assist with training of personnel at regular and specialized training sessions.
- Be self-motivated and willing to function as an integral part of Philomath Fire & Rescue emergency services team.
- Exhibit leadership qualities and develop respectful working relationships with members of the District as well as the community.
- Effectively lead personnel during emergency incidents as well as during daily operations and training sessions.
- Clearly transmit orders and other information to personnel.
- Supervise the exercise of safety and use of personal protective equipment at emergency scenes.
- Conducts company level business inspections, pre-fire surveys, and public education events.
- Respond to Automatic or Mutual Aid outside the boundaries of the District.
- Coordinate staffing of shift with Operations Chief.
- Other duties as assigned by the Operations Chief, Fire Chief or designee.

Contact with Others:

Lieutenants will:

1. Work with the general-public, fire protection agencies, local, State, Federal, and regulatory officials / agencies at the direction of the Fire Chief.
2. At all times reflects a professional image of Philomath Fire & Rescue.

3. Lead by example (i.e. completing reports in a timely manner, participation in volunteer firefighter activities, attendance at drills, teamwork, positive behaviors, etc.).

Knowledge, Skills, and Abilities:

The position of Lieutenant requires the following knowledge, skills, and abilities:

- Thorough knowledge of the Fire District policies and guidelines governing the operation of the District.
- Working knowledge of hazardous materials control and containment procedures, structural fire suppression strategy and tactics, and wildland firefighting strategy and tactics.
- Ability to assist with training programs including teaching others the skills needed to perform specific tasks.
- Exhibit leadership qualities and possess the ability to inspire personnel to follow their lead.
- Possess the ability to analyze emergency conditions and make decisive, effective, and sound course of action.
- Thorough knowledge of the fire suppression resources of the District and surrounding fire service agencies.
- Physical stamina is necessary to perform duties at the emergency scene over prolonged periods of time, in various weather conditions, in potentially hazardous environments.
- Self-motivated and able to collaborate as part of an emergency services team.

Required Certifications

As a condition of employment, the following certifications or licenses must be maintained:

- Minimum of four (4) years' experience in fire suppression
- Requirements of Engineer.
- Valid insurable driver license with driving record that meets Philomath Fire & Rescue standards (or able to attain one within 30 days of appointment.)
- NFPA Fire Officer I
- OHA EMT Certification
- NWCG Firefighter Type I
- Incident Safety Officer
- NFPA Instructor I
- Haz Mat Incident Commander
- OSFM Company Officer Inspection certificate

Any combination of experience and training that provides the required skills, knowledge, and abilities may be substituted for the above at the discretion of the Operations Chief or Fire Chief with input from the Officers.

Preferred Certifications: *(incentive pay listed in IAFF employment contract)*

- NFPA Fire Officer II
- NWCG Engine Boss
- OHA AEMT Certification or higher

Physical Demands:
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation will be provided to otherwise qualified individuals with disabilities and known limitations to perform the essential functions.

The physical demands of this position require significant physical effort and manual labor, such as lifting heavy objects, carrying weight of 50 pounds, constant movement, bending and squatting. Individuals in this position are expected to be able to pass the District Fitness Test as well as an NFPA 1582 Physical. Additionally, requirements of this position include use of an SCBA and mask which is worn close to the face. This position also requires operation of heavy machinery including large fire apparatus.

Additional physical demands include frequent standing, walking on both level and uneven surfaces, twisting, reaching, feeling, bending, kneeling, repetitive motions and operation of hands/wrists and feet, grasping, talking, listening/hearing, reaching above shoulder and lifting. Work infrequently requires crawling, stooping, crouching, climbing stairs or ladders. Specific vision abilities required of this position include the ability to adjust focus and read street and road signs while driving.

Mental/Cognitive Demands:
Work involves multiple tasks that change frequently and require sound mental organization. The work of this position is frequently interrupted to respond to coworkers, and the emergency needs of members of the public. Individuals in this position are also expected to be able to identify problems common with fire apparatus and determine resolution, repair, or recommend upgrades to basic systems.

Work Environment:
The work environment characteristics described here are representative of those encountered while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

Work is performed in both office and outdoor areas with exposure to heat, cold, and all types of weather. Additional environmental exposures include cramped and confined spaces as well as working at heights of more than 20 feet. Exposure to unwell individuals, body fluids, and chemicals is frequent. Noise levels of the work

environment can vary from mild to significant, commensurate with the noise of use of mechanical equipment, large apparatus, and emergency response.

Normal work hours are based upon the shift assignment of the individual. Work is expected to be performed in the allotted hours, overtime hours will be infrequent and only with the prior approval of the Fire Chief. Evening, weekend, and holiday hours required.

Occasionally, this position may be required to attend meetings, seminars, and District functions, including overnight travel and out-of-area stays, at the discretion of the Fire Chief.

Selection Guidelines:

The selection process for this position will consist of a formal application, review of certifications and experience, contact with references, appropriate skills testing, and interviews. Final selection will be made contingent upon passing a pre-employment drug screening and background check.

This job description does not constitute an employment agreement between the District and the employee and is subject to change by the District as the needs of the District and requirements of the job change.

TRAINING CAPTAIN

Non-exempt, Represented
Bargaining Unit: Philomath Professional Firefighters IAFF 4925

Position Summary:

Under the general direction of the Fire Chief, the Training Captain's primary responsibility is the management of the Training Program for Fire and EMS personnel. The role of Training Captain includes performing duties at incident scenes as the Incident Commander, officer in charge of an apparatus or company, and/or duties and functions assigned by the Incident Commander or Fire Chief. The Training Captain performs other duties as may be required by the Fire Chief. Should there be conflict between this Job Description and the CBA for represented personnel, the CBA will supersede.

Supervision Received:

The Training Captain will always follow the chain of command, except for certain protected activities described in the personnel policies and reports to the Fire Chief.

Will complete a mentoring/probationary period of no less than one year. During probation all accreditations, certifications and in house training requirements for this position shall be attained and maintained. The Fire Chief or designee, at their discretion, may extend the probationary period.

Supervision Exercised:

The Training Captain will:

- Supervise the operations and safety of any crew tasked or assigned to them by the Duty Officer/Incident Commander.
- Lead by example (i.e. attention to detail, completing reports in a timely manner, attendance at drills, teamwork, etc.) and must be self-motivated and willing to function as an integral part of Philomath Fire & Rescue's emergency services team.
- Be a role model and reflect the organization's policies, procedures, mission, vision and values to all internal and external constituents.
- Assist with the training of personnel at regular and specialized training sessions.
- Provide corrective action to subordinates.

Essential Job Duties:

A. Functions as a member of the District's emergency response team.
   1. EMT
   2. Fire Suppression
   3. Hazardous Materials
   4. Rescue

B. District Fire Training and Recertification Program:
   1. Supervises the training of personnel at scheduled drills and events.
   2. Provides intake training for new District personnel.
   3. Ensures the safety of District personnel and proper use of personal protective equipment during training sessions.
   4. Implement a District training program to meet or exceed NFPA, DPSST, and District standards.
   5. Assure that District's training records are accurately maintained, documented, and reported to the appropriate agencies for certification.
   6. Possess knowledge of standards and regulations as they apply to emergency services including NFPA, OSHA, OARs, and ORSs.

C. District Medical Training and Recertification Program:
   1. Ensures the training of personnel in emergency medical response.
   2. Administers an emergency medical training program to meet or exceed OHA, Supervising Physician, and District Standards.
   3. Assure that District's medical training records are accurately maintained, documented, and reported to the appropriate agencies for EMS certification and re-certification.
   4. Possess knowledge of standards and regulations as they apply to emergency medical services including, OHA, OSHA, OARs, and ORSs.
   5. Participate with the EMS Coordinator committee and liaise with the Medical Supervisor.
   6. Guide and support professional development of District members.

D. Administrative Functions:
   1. Participate in the overall District budget process and prepare and submit to the Fire Chief the training budget.
   2. Possess the ability to rapidly analyze emergency conditions and adopt safe, effective, and reasonable courses of action.
   3. Optionally, act as a Duty Officer (DO) as may be asked by the Operations Chief or Fire Chief. DO qualifies as authorized work time on response to incidents.
   4. Act as a shift officer when staffing needs require coverage.

Contact with Others:
The Training Captain shall:

1. Be responsible to the Fire Chief or delegated authority.
2. Shall attend other meetings as directed by the Fire Chief.
3. Function in a courteous and cooperative manner with the general-public, District volunteers, paid staff, and other agencies to reflect a professional image of the District.
4. Act as a District's representative at City, County and regional levels as required by the Fire Chief.
5. Act as liaison with agency partners.

Knowledge Skills and Ability to:
The Training Captain shall:

1. Possess a complete and thorough knowledge and understanding of the organization, procedures, policies, rules, regulations and functional operations of the District.
2. Possess the ability to accurately follow instructions issued and to complete tasks with an appropriate amount of direction and supervision.
3. Possess knowledge of regulations as they apply to the provision of EMS including, OSHA, OARs, ORSs, and the Oregon Health Authority.
4. Have a complete knowledge of the geography of the District.
5. Possess ability to communicate effectively both verbally and in writing.
6. Have the physical stamina necessary to perform duties as required by this position.
7. Attend District training sessions as required in District policy.
8. Adhere to the District Policy for Employees.

Required Certifications:
As a condition of employment, the following certifications or licenses must be maintained.

- Requirements of Lieutenant.
- NPFA Instructor II
- NFPA Instructor III
- NFPA Fire Officer II
- NWCG Engine Boss

Preferred Certifications*: (incentive pay listed in IAFF employment contract)*

- OHA Advanced EMS Certification levels Advanced, Intermediate, Paramedic
- NFPA Fire Officer III
- NFPA Instructor IV
- ICS 300 & 400
- Other specialized courses / training that are in areas of their specific interest that benefit the District.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation will be provided to otherwise qualified individuals with disabilities and known limitations to perform the essential functions.

The physical demands of this position require significant physical effort and manual labor, such as lifting heavy objects, carrying weight of 50 pounds, constant movement, bending and squatting. Individuals in this position are expected to be able to pass the District Fitness Test as well as an NFPA 1582 Physical. Additionally, requirements of this position include use of an SCBA and mask which is worn close to the face. This position also requires operation of heavy machinery including large fire apparatus. Individuals in this position are also expected to be able to identify problems common with fire apparatus and determine resolution, repair, or recommend upgrades to basic systems.

Additional physical demands include frequent standing, walking on both level and uneven surfaces, twisting, reaching, feeling, bending, kneeling, repetitive motions and operation of hands/wrists and feet, grasping, talking, listening/hearing, reaching above shoulder and lifting. Work infrequently requires crawling, stooping, crouching, climbing stairs or ladder. Specific vision abilities required of this position include the ability to adjust focus and read street and road signs while driving.

Mental/Cognitive Demands:

Work involves multiple tasks that change frequently and require sound mental organization. The work of this position is frequently interrupted to respond to coworkers and the emergency needs of members of the public. Individuals in this position are also expected to be able to identify problems common with fire apparatus and determine resolution, repair, or recommend upgrades to basic systems.

Work Environment:

The work environment characteristics described here are representative of those encountered while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is performed in both office and outdoor areas with exposure to heat, cold, and all types of weather. Additional environmental exposures include cramped and confined spaces as well as working at heights of more than 20 feet. Exposure to unwell individuals, body fluids, and chemicals is frequent. Noise levels of the work environment can vary from mild to significant, commensurate with the noise of use of mechanical equipment, large apparatus, and emergency response.

Normal work hours are based upon the shift assignment of the individual. Work is expected to be performed in the allotted hours, overtime hours will be infrequent and only with the prior approval of the Fire Chief. Occasional evening and weekend hours required.

Occasionally, this position will require to attendance at meetings, seminars, and District functions, including overnight travel and out-of-area stays, at the discretion of the Fire Chief.

Selection Guidelines:

The selection process for this position will consist of a formal application, review of certifications and experience, contact with references, appropriate skills testing, and interviews. Final selection will be made contingent upon passing a pre-employment drug screening and background check.

This job description does not constitute an employment agreement between the District and the employee and is subject to change by the District as the needs of the District and requirements of the job change. Appointees are subject to completion of a standard one-year probationary period.