



Clackamas Fire District #1

Board Meeting Briefing Packet

June 7, 2022



Here for you

CLACKAMAS FIRE DISTRICT #1

**Board of Directors' Special Meeting
Tuesday, June 7, 2022
Meeting Location: Remote Video Conferencing
1:00 pm**

AGENDA

REGULAR SESSION

- I. CALL TO ORDER PER ORS 192.610 TO 192.690
ORS 192.650 – The meeting is being recorded.**
- II. CHANGES TO AGENDA**
- III. PUBLIC COMMENT** *(The President will call for statements from citizens regarding District business, not to exceed three minutes per person.)*
- IV. BUSINESS – Action required**
 - B-1 REQUEST BOARD APPROVAL OF COLLECTIVE BARGAINING AGREEMENT – LOCAL 1159 BATTALION CHIEF UNIT –**
Assistant Chief Brian Stewart **(Packet pg. 3)**
- V. ADJOURNMENT**

Memorandum

TO: Board of Directors
FROM: Assistant Chief Stewart
CC: Fire Chief Nick Browne
DATE: May 18, 2022
RE: Collective Bargaining Agreement – Local 1159 Battalion Chief Unit

Action Requested

Requesting the Board of Directors authorize the fire chief to execute the “Agreement By & Between International Association of Firefighters Local 1159 AFL-CIO-CLC Battalion Chief and Clackamas County Fire District #1” which would be effective July 1, 2021 through June 30, 2024.

Background

Clackamas Fire and Local 1159 have negotiated a successor agreement to the 2018 – 2021 collective bargaining agreement for the Battalion Chief Unit. Negotiations concluded in March after mediation. Local 1159’s Battalion Chief Unit ratified the agreement on April 12th.

Budget Impacts

The impacts of this agreement are reflected in the Fiscal Year 22-23 budget which was approved by the budget committee on May 10th. Additional changes for Fiscal Year 23-24 will be incorporated during that fiscal year’s budget development process.

AGREEMENT
BY & BETWEEN
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
LOCAL 1159
AFL-CIO-CLC
BATTALION
CHIEF



AND



CLACKAMAS FIRE DISTRICT #1

CLACKAMAS COUNTY FIRE DISTRICT NO. 1

EFFECTIVE
JULY 1, 2021
TO
JUNE 30, 2024

PREAMBLE

This agreement is entered into as of July 1, 2021, between Clackamas County Fire District #1 of Clackamas County, Oregon, hereinafter referred to as the "District," and the International Association of Firefighters Local 1159, hereafter referred to as the "Union." The purpose of this agreement is to achieve and maintain an equitable and harmonious relationship between the parties through the collective bargaining process where applicable.

ARTICLE 1 - RECOGNITION

- 1.1 The District recognizes the International Association of Firefighters, Local #1159 as the exclusive representative for the following rank: Battalion Chief.
- 1.2 The District and the Union agree that each will fully comply with all applicable laws and regulations regarding discrimination, harassment, and violence against any employee and/or applicant for employment because of such person's race, color, religion, national origin, mental or physical handicap, sex, age, union affiliation, or political affiliation. The District and the Union specifically recognize that instances of discrimination, harassment and violence in the workplace cannot be tolerated. If a complaint is alleged involving a bargaining unit member, the shop steward will be notified if allowed by law.
- 1.3 It is further recognized that the District's Battalion Chiefs are part of the management team that works closely and efficiently with all ranks of the District. This efficient operation is not affected by this agreement. The members of this unit as part of the management team are expected to continue participating in those responsibilities as assigned by the Fire Chief or subordinates.

ARTICLE 2 - MISCELLANEOUS

- 2.1 If any provision of this agreement or application of such provision should be found invalid by court or legislative action the remaining parts or portions of this agreement shall remain in full force and effect.
- 2.2 When an action is to be taken under this agreement within a certain number of weekdays, the time period will be extended by any holidays that fall on a weekday within that period.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.1 Any and all rights regarding the management and operations of the Fire District are exclusively that of the District unless otherwise provided by the terms of this agreement.

- 3.2 The District has the right to discipline, suspend or discharge employees for cause; to assign work and determine duties and performance standards of members; to determine, establish and/or revise the method, processes and means of providing service; to determine the number of employees to be assigned to duty at any time and perform other functions not otherwise limited by this agreement
- 3.3 It is recognized that the District's fire command group works together closely and that this may result in the sharing of tasks between the members of the Fire District management group. The Fire District Management Group consists of the Fire Chief, Deputy Chiefs, Division Chiefs, Battalion Chiefs and certain classified employees. Nothing in this agreement is meant to limit that essential function of the District, nor can that essential relationship be ground from exclusion from representation from the Union or the PECBA.
- 3.4 The board not exercising any function hereby reserved to it, or by exercising any function in a particular way, shall not be deemed a waiver of its rights to exercise such functions or preclude the board from exercising this agreement.

ARTICLE 4 - UNION SECURITY

- 4.1 If any provision of this agreement or application of such provision should be found invalid by court or legislative action the remaining parts or portions of this agreement shall remain in full force and effect.
- 4.2 The Union will provide information to the District that an employee has knowingly and voluntarily agreed to have Union Dues and Union Assessments deducted from the individual members pay on a monthly basis. The District will make deductions from the employee's monthly pay and remit the deducted amount to the Union. The Union shall provide a list of Union members to the District and the voluntary list of deductions each year, along with any new members at time of employment. The Union shall be the custodian of membership cards and shall provide the District with proof of membership at the employers request within ten (10) business days.
- 4.3 The terms of this agreement have been made for all employees in the bargaining unit and not only for the members of the Union.
- 4.4 The District shall provide an electronic list of new employees hired into positions represented by the Union at the time of employment.
- 4.5 The District shall notify the Union of the date and time of new employee orientation and allow 60 minutes of time during the orientation to provide information about Union membership.

- 4.6 The Union may provide voluntary fees authorization requests for voluntary fees deductions on behalf of employees in the bargaining unit who are not Union Members. These voluntary fee deductions are done in the same manner outlined in Article 4.2.
- 4.7 The Union will indemnify, defend and hold the employer harmless against any claims instituted against the employer on account of any payroll deduction for the Union. The Union agrees to refund to the employer any amount paid to it in error. There is no charge for the withdrawal of voluntary Union Dues or assessments to the Union.

ARTICLE 5 - MAINTENANCE OF STANDARDS

- 5.1 Standards of employment related to wages, hours and working conditions which are mandatory for collective bargaining except those standards modified through collective bargaining shall be maintained at not less than the level in effect at the time of the signing of this Agreement. Any disagreement between the Union and the District with respect to this section shall be subject to the grievance procedure outlined in Article 8.

ARTICLE 6 - SENIORITY

- 6.1 Seniority means a permanent employee's length of continuous service with the District since the employee's last date of hire. Time as a volunteer, student, or intern is not counted toward seniority. If more than one (1) employee has the same date of hire, seniority will be determined by placement on the hiring list.
- 6.2 In the event of layoff, command unit employees shall be laid off in the inverse order of their seniority. Recalls from layoff shall be made in reverse order of the layoff. No new employees may be hired by the District to do bargaining unit work until all laid off bargaining unit employees have been given an opportunity to return. The employer may require the successful completion of a medical examination as a prerequisite to returning to work following layoff. If the layoff exceeds eighteen (18) months, the employer may also require a skills examination. Seniority will be considered a factor in determining promotional eligibility and in promotional examination.

An employee shall lose all seniority credit in the event of:

- a. Voluntarily quitting.
- b. Discharge.
- c. Failure to return from layoff within fourteen (14) days following the District's attempted notification by certified mail. It is the employee's responsibility to provide a current notification address to the District.

- d. Layoff of more than five (5) years.
 - e. Failure to return from leave of absence within three (3) days following the expiration of such leave after the employer has made reasonable effort to notify the employee of such expiration.
- 6.3 The following provision applies if the District merges with another agency and Clackamas Fire District is the surviving entity: Employees who are employed at the time of the merger will retain the seniority they earned as an employee with the merging employers and will earn additional seniority for service after that date. New hires or rehires will earn seniority from the date of hire or rehire. In determining comparable positions for purposes of assigning transferred personnel after a merger, the District will apply its existing standards for the job requirements and qualifications for positions at the District. Members who do not meet the certification requirement for their initial salary placement shall be evaluated by the appropriate Deputy Chief and an educational plan shall be developed with a corresponding pay scale as mutually agreed between the District and Union. Failure to complete the educational plan will cause the member to be placed in a lesser position for which the member is qualified at the appropriate pay rate.

ARTICLE 7 - DISCIPLINE

- 7.1 No employee shall be disciplined without just cause.
- 7.2 Disciplinary action may include, but is not limited to the following:
- a. Coaching/Counseling (not subject to grievance procedure)
 - b. Oral reprimand
 - c. Written reprimand
 - d. Suspension without pay
 - e. Demotion
 - f. Discharge

Steps can be bypassed with the approval of a Division Chief or Deputy Chief and Shop Steward notification. At no time will this article interfere with the employee's due process or their rights.

- 7.3 A copy of any written item placed in an employee's personnel file shall be furnished to the employee within three (3) days. The employee may respond in writing within seven (7) days to any information with which the employee disagrees and such response shall be placed in the employee's personnel file. If the copy of the written item is furnished to the employee late, that does not invalidate the document but does extend the time for the employee to respond.
- 7.4 Written reprimands and any response written by the employee shall be removed

from the employee's personnel file after one (1) year, upon written request to the Fire Chief by the member. Provided there is no subsequent written reprimand or other disciplinary action over the same issue during the intervening period of time, the Fire Chief may accept the request, or deny the request if the Fire Chief determines that the discipline relates to an area requiring monitoring for a longer time period for the good of the Fire District.

- 7.5 Confidential medical information and grievance material will be maintained in a file separate from the personnel file. Access will be by permission of the Fire Chief or designee.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.1 A grievance is defined as an allegation of a violation of a specific provision of this agreement. A grievance may be filed by an employee, affected by the alleged violation and/or Union representative. Grievances or complaints arising from the application of this agreement will be handled in the following manner.
- 8.2 The specified grievance procedure shall be followed observing the chain of command. A grievant claiming a breach of any provision of this agreement shall refer the matter to their Deputy Chief, within ten (10) weekdays of said occurrence, or knowledge thereof.
- 8.3 By a written appeal of the grievant, the grievance may proceed to the higher appropriate level in the chain of command.
- 8.4 The grievant(s) may be accompanied by a Union representative in any discussion.
- 8.5 Upon receipt of a grievance by the District, the following timelines will be followed.

Step 1: If the grievant and appropriate Deputy Chief have not reached agreement within ten (10) week days the matter is referred to the Fire Chief.

Step 2: If the grievant and Fire Chief have not reached agreement within ten (10) week days, the matter is referred to the Board of Directors, or in appropriate cases, the Civil Service Commission.

Step 3: The Board shall render a decision within ten (10) week days after their next regular meeting. If the grievance is not resolved to the satisfaction of all those involved, the grievant shall proceed to the next step.

- 8.6 Within ten (10) week days after the Board's decision, the Union can request arbitration according to the following procedure.
- 8.7 A list of five (5) qualified arbitrators who are on both the American Arbitration Association and Employment Relations Board list shall be requested from the Employment Relations Board of the State of Oregon. The District and the Union shall alternately strike one name until only one is left.
- 8.8 The District shall strike the first name in the first grievance brought forth during the effective dates of this agreement. Thereafter, the District and the Union shall alternate striking the first name with each subsequent grievance that reaches this point in the procedure. The one remaining name shall be the Arbitrator.
- 8.9 The Arbitrator shall render a decision within thirty (30) calendar days. The powers of the Arbitrator shall be limited to interpreting this agreement and determining whether it has been violated. The Arbitrator shall have no authority to alter, modify, vacate, or amend any terms of this agreement. The decision of the Arbitrator shall be final and binding upon both parties.
- 8.10 Each grievance shall be submitted at a separately convened hearing unless the parties mutually agree to submit more than one grievance at the same arbitration hearing. The costs of the Arbitrator (and the court reporter or stenographer, if requested by the Arbitrator) shall be shared equally by both parties. Each party shall be responsible for all costs of presenting its position to the Arbitrator.
- 8.11 All meetings and hearings under this provision shall be kept informal and private, and shall include any such parties in interest and/or designated representatives as referred to in this Article.
- 8.12 All information relative to the grievance, or the resolution thereof, shall be considered exempt from public disclosure in an attempt to assure confidentiality to the grievant.

ARTICLE 9 - CIVIL SERVICE

- 9.1 Under the provisions of this agreement, all Battalion Chiefs employed by the District shall be governed by Civil Service Law for Firefighters (ORS Chapter 242). In case of conflict, this agreement shall supersede Civil Service.
- 9.2 In accordance with ORS 236.610-236.650, whenever additional public employees are transferred to the District because their duties have been assumed or

acquired from another public employer, including by an agreement, annexation, merger, or consolidation, no bargaining unit member of the present District or of any District that has merged to form the present District shall suffer a demotion or reduction of pay rate as a result. This provision does not prevent reductions in forces, demotions, or other personnel changes related to subsequent reorganization. If the transferred employee does not hold the normally required certification for the position, the employee must obtain it as outlined in Article 6.3.

ARTICLE 10 - WORK SCHEDULES

- 10.1 Shift Battalion Chiefs work schedule consists of one 24 hour shift on duty followed by 48 hours off duty. Effective the first FLSA cycle following January 1, 2023 twenty-four (24) hour suppression employees will be transitioned to a four-platoon system.
- 10.2 Beginning the first FLSA cycle following January 1, 2019, Shift Battalion Chiefs will receive one 24 hour shift off every twelfth (12th) consecutively scheduled shift, thereby reducing the work week to 51.48 hours. Effective the first FLSA cycle following January 1, 2020, Shift Battalion Chiefs will receive one 24 hour shift off every eleventh (11th) consecutively scheduled shift, thereby reducing the work week to 51.05 hours. Effective the first FLSA cycle following January 1, 2021, Shift Battalion Chiefs will receive one 24 hour shift off every ninth (9th) consecutively scheduled shift, thereby reducing the work week to 49.92 hours. These shifts are pre-scheduled by the Fire District. For the remainder of the Fiscal Year 2015, up to 5 FLSA shifts may be moved in the following limited circumstances. Beginning January 1, 2020, up to 4 FLSA shifts per fiscal year may be moved. Beginning July 1, 2021, all FLSA shifts per fiscal year may be moved within the cycle.
- a. FLSA shift can only be moved within the same FLSA cycle; and,
 - b. Once an FLSA shift is filled, it may not be moved; and,
 - c. FLSA days may not be banked, carried over, skipped, or sold back to the Fire District.

Effective the first FLSA cycle following January 1, 2023 all Kelly days will be terminated and all twenty-four (24) hour suppression employees will be transitioned to a four-platoon system including fifteen (15.22) dynamic workdays scheduled per annual year thereby reducing the work week to 49.13 hours.

DWD will be scheduled via Telestaff system and are treated as regular shift day. Employees may use earned leave time or trade time to cover a dynamic day per the CBA and applicable Call Board Rules.

- 10.3 Staff Battalion Chiefs work a 40 hour per week schedule as established by the Fire Chief to ensure proper management of a division or coverage for this classification.
- 10.4 For Battalion Chiefs, the normal work schedule is expected to include meetings outside the usual work hours. Battalion Chiefs are considered exempt and are not eligible for extra compensation except in the following circumstances:
 - a. Working an overtime shift replacing a shift Battalion Chief as outlined in Article 12; or
 - b. Responding to an emergency incident that occurs outside of normal working hours, such as the Coverage Officer, Fire Marshal duties, PIO duties, Liaison duties, or other duties as assigned.
 - c. Additional meetings or work that require more than two (2) hours with advanced approval of the Operations Division Chief or designee.
- 10.5 Staff Battalion Chiefs who respond to a state declared conflagration will be compensated at time and one half their normal rate for any hours outside their normal work schedule.
- 10.6 In the event of a District-initiated shift change within class, employees receiving less than forty-eight (48) continuous hours off will receive time and one half (1 ½) time pay for the first shift of the new assignment. In the event of a District-initiated shift change that results in a back-to-back shift, the affected employee will have the option of taking the first day of the new assignment off at no charge to the employee's leave bank or working the first shift of the new assignment as a call shift.

ARTICLE 11 - VACATION

- 11.1 Staff Battalion Chiefs earn vacation as outlined on the table below, based on original date of hire with the District or preceding employer that merged with the District. Employees holding the rank of Battalion Chief at the time of this agreement will not suffer a reduction in accrual as a result of this agreement:

Years of Service	Annual Vacation Hours	Monthly Accrual of Hours	Maximum Vacation Balance
Beginning with year 10 and through year 14	198	16.5	297
Beginning with year 15 and through year 19	240	20	360
Beginning with year 20 and through year 24	249	20.75	373.5
Beginning with year 25 and thereafter	258	21.50	387

11.2 Shift Battalion Chiefs working on a shift schedule earn vacation as outlined on the table below, based on original date of hire with the District or preceding employer that merged with the District. Employees holding the rank of Battalion Chief at the time of this agreement will not suffer a reduction in accrual as a result of this agreement:

January 1, 2021-December 30, 2022

Years of Service	Annual Vacation Hours	Monthly Accrual of Hours	Maximum Vacation Accrual
Beginning with year 10 and through year 14	360	30	540
Beginning with year 15 and through year 19	408	34	612
Beginning with year 20 and through year 24	420	35	630
Beginning with year 25 and thereafter	432	36	648

Effective January 1, 2023, Shift Battalion Chiefs vacation accruals will be reduced in conjunction with the reduction from 17 to 15.22 Dynamic Workdays.

Effective January 1, 2023

Years of Service	Annual Vacation Hours	Monthly Accrual of Hours	Maximum Vacation Accrual
Beginning with year 10 and through year 14	352.8	29.4	529.2
Beginning with year 15 and through year 19	399.6	33.3	599.4
Beginning with year 20 and through year 24	411.6	34.3	617.4
Beginning with year 25 and thereafter	423.6	35.3	635.4

- 11.3 Vacation is accrued on a monthly basis. If employment terminates during the year, any vacation taken in excess of that earned during the year is deducted from the final pay. Once the maximum of 18 months accrual is reached, no further vacation is earned until vacation time is used.
- 11.4 Battalion Chiefs who provide a definite and final written notice of retirement to the District specifying their retirement date, will be allowed to start a vacation bank for retirement purposes. It will begin no sooner than five (5) years prior to the employees retirement and consist of a maximum of 800 hours accrued vacation for staff Battalion Chiefs and 1,120 hours (conversion method of 1.4) of accrued vacation for shift Battalion Chiefs. This vacation will be cashed out by the District incrementally within the last 36 months of employment (see SOP - Vacations).
- 11.5 Once the notice of retirement is approved, the retirement date can be changed only by agreement of the Battalion Chief and the Fire Chief, on the terms that they mutually determine are appropriate.

- 11.6 Battalion Chiefs who wish to sell back to the District a portion of their vacation hours (vacation buy back) may do so following the guidelines established in Department SOP regarding vacations.
- 11.7 Staff Battalion Chiefs receive the following holidays off:
- a. New Year's Day
 - b. Martin Luther King Day
 - c. President's Day
 - d. Memorial Day
 - e. Juneteenth
 - f. Independence Day
 - g. Labor Day
 - h. Veteran's Day
 - i. Thanksgiving Day
 - j. Christmas Day
 - k. Four (4) floating holidays of the member's choice

ARTICLE 12 - EXTRA-WORK AND CALLBACK

- 12.1 All shift Battalion Chiefs, Staff Chiefs, and Chief Officers (Division/Deputy) that meet the following criteria shall be eligible for participation in operational shift replacement.
- a. The Staff Chief must be at least the rank of Battalion Chief or greater; and,
 - b. The Staff Chief must have worked as an operational Battalion Chief at the District on a full time basis; and,
 - c. The Staff Chief must meet all "fit for duty" requirements as a Shift Battalion Chief; and,
 - d. The Union recognizes that certain Staff Chiefs may not be represented by the Union due to their rank, however, these Staff Chiefs may participate in operational replacement if they meet the terms outlined in A through C above.
- 12.2 The Chief's Call Board Rules shall be mutually agreed upon by the District and Union. The goal is to equitably distribute callback opportunities among all participants including the Staff Chiefs. Overtime opportunities will be offered utilizing the Telestaff system.
- 12.3 Staff Chiefs may work operational replacement shifts that occur during their normal work day. The hours that occur during their normal working hours will not count on the Chief's callboard, as they do not result in additional compensation.

- 12.4 Wages for extra work are one and one quarter the member's normal rate except as noted in 12.3 above. Beginning October 5, 2015 the wages for extra work increase to one and one half the member's normal rate except as noted in 12.3 above.
- 12.5 Shift and Staff Battalion Chiefs who participate in operational replacement agree to share Fire District Coverage Officer duties without compensation. If the Coverage Officer is called back to work for operational coverage or emergency response, the overtime rate as outlined in 12.4 will be applied with a two (2) hour minimum.
- 12.6 The District reserves the right to assign one Battalion Chief as a floater for the primary purpose of Battalion Chief Kelly Day replacement, but may also be used for other vacancy replacement in no Kelly Day vacancies are open. This Floater position will only be considered when the Battalion Chief's reach 11 Kelly Days and when the number of Staff Chiefs that can work Battalion Chief's shifts is four (4) or less. The assignment as a floater will work a schedule that is mutually agreed upon by the Union and the Fire District.

Effective the first FLSA cycle following January 1, 2023, the District reserves the right to assign one (1) Battalion Chief as a floater as a result in the reduction of Dynamic Workdays. The District will establish the floater schedule to optimize utilization with the input from the Union.

ARTICLE 13 - TRADE TIME

- 13.1 Trade time will be allowed, except for the purposes of acquiring a call shift or otherwise earn additional compensation from the District, or to work at another job. At no time with there be any cost to the District or financial impact as a result of trade time. No alternative work schedules are allowed by way of trades. Adherence to shift assignment is encouraged for consistency purposes.

ARTICLE 14 – COMPENSATION

- 14.1 All Battalion Chiefs will be placed at Step "1" during their probationary year. After one year of successful performance and approval of the Fire Chief, the Battalion Chief will be placed at Step "2".

- 14.2 Effective July 1, 2015, the annual salary rate for Battalion Chiefs at Step "1" will be 17% above Step "2" Captain.
- 14.3 The annual salary for Battalion Chiefs at Step "2" will be 20% above Step "2" Captain.
- 14.4 Effective July 1st, 2018 non-shift (staff) Battalion Chiefs will receive an additional 4% incentive per month. Effective July 1st, 2019 the incentive will be 5% per month. Effective July 1st, 2020 the incentive will be 6% per month.
- 14.5 All Battalion Chiefs shall receive a \$50 per month technology allowance in lieu of a District issued cellular phone at their choice.
- 14.6 Wage formulas:
- a. Annual salary divided by 12 equals the monthly wage.
 - b. Annual salary divided by hours per week (per Article 10.2 and current appendices) divided by 52 equals the hourly wage for Shift Battalion Chiefs.
 - c. Annual salary divided by 2080 equals the hourly wage for Staff Battalion Chiefs.

ARTICLE 15 - SICK LEAVE

- 15.1 Effective July 1st, 2019 Shift Battalion Chiefs shall accrue sick leave at the rate of 13 hours per month. Staff Battalion Chiefs shall accrue sick leave at the rate of 12 hours per month. Effective January 1, 2023, all Battalion Chiefs shall accrue sick leave at the rate of 12 hours per month. The accrual limit is equivalent to one year: for both shift Battalion Chiefs and Staff Battalion Chiefs.
- 15.2 Effective July 1st, 2019 District and PERS sick leave hours are deducted at the rate of one hour for each hour used. At the time of separation from the District, unused PERS sick leave hours will be credited to the Public Employees Retirement account per the accrual formula.
- 15.3 Sick leave can be used for the illness of the employee and for medical appointments, which cannot be scheduled during off duty time. In the event of an approved leave for illness, injury, or hospitalization of an immediate family

member, which qualifies under state or federal family and medical leave laws, the Battalion Chief working shifts may use up to 72 hours and non-shift working Battalion Chiefs may use up to 51.5 hours of sick leave in a twelve month period. Additional family leave time will be vacation or unpaid time. For parental leave, or as otherwise required by state or federal law, the employee may use additional sick leave after all accrued vacation time is exhausted. An employee's immediate family shall be defined in state and federal leave laws, and in addition, a spousal equivalent. The Fire Chief can approve additional use of sick leave in extreme cases such as a spouse with a life-threatening illness.

15.4 Shift Battalion Chiefs will be granted 2 shifts or 6 days paid leave in the event of a death in the family per fiscal year. The first 2 shifts (or 6 days) taken by a shift Battalion Chief will not be charged to sick leave. Non-shift Battalion Chiefs may take up to 40 hours of compassionate leave per fiscal year for a death in the family. The 40 hours taken by the non-shift Battalion Chief will not be charged to sick leave. Additional time off may be approved by the Fire Chief on a limited, case-by-case basis.

15.5 For Shift employees, effective July 1st, 2019, the District will provide one (1) twenty-four (24) hour shift of Health and Wellness leave each fiscal year. Health and Wellness Day must be taken as a full shift and will follow callboard rules the same as a sick day. Health and Wellness day may be sold back at straight time, and put in the employee's 457 account or cashed out. The employee must notify payroll of this by the end of the fiscal year. The Health and Wellness day will be used prior to any sick leave usage.

ARTICLE 16 - PERSONAL DAYS

16.1 Effective July 1, 2015 through June 30, 2016, Shift Battalion Chiefs will be allowed 4 personal days, and Staff Battalion Chiefs will be allowed 2 personal days. Effective July 1, 2016, both Shift and Staff Battalion Chiefs will be allowed 3 personal days per fiscal year. Effective July 1, 2022, Staff Battalion Chiefs will be allowed four (4) personal days per fiscal year.

Personal days may not be banked, skipped, carried over, or sold back to the Fire District.

ARTICLE 17 - EDUCATIONAL ASSISTANCE

- 17.1 The Fire District will provide educational assistance to Battalion Chiefs as budgeted educational funding allows. During the fiscal year, the Fire District will reimburse the first \$1000 dollars of the cost of tuition for upper division courses in Fire Administration if approved by the Training Division Chief. Any additional tuition expenses for upper division courses or tuition for other fire service learning will be reimbursed at 75 percent if approved by the Training Division Chief. Degrees must be obtained through accredited colleges, universities, technical schools, or adult education programs. Specifics of the program are subject to the educational assistance SOP.
- 17.2 A BC who is in need of training to become a certified as a STL/TFL or other classes as determined by the District and Union, all class tuition, fees, textbooks, and travel will be paid for by the District. Time at the class will be at the Employees expense. Shift coverage will be provided by the District during actual class time including travel time (up to 100 miles). Full shift coverage will be provided for those classes where the employee cannot return to shift after the class. Classes will be approved based on budget availability.

ARTICLE 18 - MEDICAL, DENTAL & LIFE INSURANCE

- 18.1 The District will contribute \$1,125 per month towards medical, dental, Post Employment Health Plan (PEHP) contributions. Medical and dental coverage will be provided through a sole carrier to be determined annually after researched and recommended by the Insurance Committee. Both District and employee costs will be determined by total cost and enrollment statistics and then converted to a composite figure. Plan coverage and rates are subject to change on an annual basis.
- 18.2 Battalion Chiefs may waive medical and dental coverage and receive an insurance rebate of \$450.00 per month. If the member chooses to waive medical and retain dental coverage the rebate will be \$350.00 per month. If the employee chooses to waive dental only the rebate will be \$100.00 per month. The employee will be required to sign a waiver and provide proof of coverage from another source prior to receiving the rebates. The number of employees allowed to waive coverage will be dictated by District guidelines.
- 18.3 The District's contribution for insurance benefits and deferred compensation will be made through the Flexible Spending 125 Program. In addition, this

program will allow participants the ability to make pre-tax contributions by payroll deductions for medical premiums, unreimbursed medical expenses and dependent care coverage. The plan will operate under guidelines of Section 125 rules and regulations set forth by the Internal Revenue Service. The plan year will begin July 1st, and end June 30th and will be reviewed and renewed each year thereafter. Open enrollment will be effective during the month of June each year.

- 18.4 The District will pay \$100 per month for each employee for coverage in the Nationwide Post Employment Health Plan (PEHP), to provide assistance with medical insurance premiums after retirement. This \$ 100 is not included in the monthly employer contribution of \$1,125.
- 18.5 Effective July 1, 2016, the District will contribute an amount equal to 1% of base wages to a retirement trust account. The District and Union agree that the terms of the trust will be determined within the trust document by mutual agreement between the parties and with review of legal counsel. Effective July 1, 2017, the District will contribute an amount equal to 1% of base wages to the trust account.
- 18.6 Effective July 1, 2016, upon retirement banked vacation as outlined in Article 22 may be rolled into the members PEHP account under the following conditions:
 - a. The employee must give at least 30 days written notice of intent to move their vacation bank into their PEHP account.
 - b. The employee understands that rollover of banked vacation into a PEHP plan is not PERS compensable.
- 18.7 The employer shall continue to provide \$30,000 of term life insurance, which will cover on or off the job deaths.

ARTICLE 19 - DEFERRED COMPENSATION

- 19.1 Effective January 1, 2019 the District will pay into the Battalion Chiefs 401(a) account a matching contribution, dollar for dollar, up to 3 percent of base salary per month (based on employee deferred compensation contributions.) Effective January 1, 2020 the match will be up to 3.5%. Effective January 1, 2021 the match will be up to 4%. Effective July 1, 2022, the match will increase to 4.5%. Effective July 1, 2023, the match will increase to 5%.

This amount is not included in the flexible spending monthly employer contribution of \$1,125.

- 19.2 To maintain bargaining unit members' retirement account security due to changes imposed by SB1049, effective January 1, 2021, The District will make a contribution to each member's 401A account in the form of 1.45%

of PERS compensable wages each pay period. This contribution will be made without the requirement of a matching contribution by the employee and is in addition to the already established 401A contribution as outlined in 19.1 Effective January 1, 2021, The Union agrees to a 1% reduction in wage to fund the above employer 401A contributions.

Effective July 1, 2023, the District will increase the contribution to 3% of the PERS compensable wages each pay period.

ARTICLE 20 - RETIREMENT

20.1 The Fire District participates in the Public Employee's Retirement System. The Battalion Chiefs shall pay the 6% Employee's PERS (IAP) contribution.

ARTICLE 21 - DURATION

21.1 This agreement shall be in effect July 1, 2021 and it shall expire on June 30, 2024. It shall remain in full effect until a successor agreement is reached.

21.2 The Union shall notify the District prior to December 31, 2023 in writing its intentions to modify this agreement.

IN WITNESS WHEREOF, Clackamas County Fire District No. 1 and IAFF Local 1159 have executed
This Agreement as of July 1, 2021

IAFF Local 1159

Clackamas County Fire District No. 1

By: _____

By: _____

Mark Corless
President

Date

Nick Browne
Fire Chief

Date

Clackamas Fire District #1

IAFF 1159 Wage Scales

Effective July 1, 2021 - June 30, 2022

Grade	Classification/Title	Footnote		Step 1	Step 2
<u>Battalion Chief</u>					
	Battalion Chief - Shift	1	Hourly	\$53.65	\$55.03
			Overtime	\$80.48	\$82.54
		3	OT Shift Rate (24 hours)	\$1,931.52	\$1,981.05
			Semi-Monthly	\$5,802.62	\$5,951.40
			Annually	\$139,262.78	\$142,833.62
	Battalion Chief - Staff	2	Hourly	\$70.97	\$72.79
			Overtime	\$106.46	\$109.19
		3	OT Rep Shift Rate (24 hours)	\$2,554.94	\$2,620.45
			Semi-Monthly	\$6,150.77	\$6,308.49
			Annually	\$147,618.55	\$151,403.64

Footnotes:	Formula
1 24/48 shift schedule	The following factors were used to calculate rates:
2 40 hour schedule	Total days per year 365.00
3 Overtime shift rate - time and a half	Average Shifts 121.67
	Kelly Days/year 13.52
	Shifts/year worked 108.15
	Total hour worked/year 2595.60
	Average work week 49.92

Clackamas Fire District #1

IAFF 1159 Wage Scales

Effective July 1, 2022 - December 31, 2022

Grade	Classification/Title	Footnote		
			Step 1	Step 2
Battalion Chief				
	Battalion Chief - Shift	1 Hourly	\$54.19	\$55.58
		Overtime	\$81.28	\$83.37
		3 OT Shift Rate (24 hours)	\$1,950.84	\$2,000.86
		Semi-Monthly	\$5,860.64	\$6,010.92
		Annually	\$140,655.41	\$144,261.96
	Battalion Chief - Staff	2 Hourly	\$71.68	\$73.52
		Overtime	\$107.52	\$110.28
		3 OT Rep Shift Rate (24 hours)	\$2,580.49	\$2,646.65
		Semi-Monthly	\$6,212.28	\$6,371.57
		Annually	\$149,094.74	\$152,917.68

Footnotes:	Formula
1 24/48 shift schedule	The following factors were used to calculate rates: Total days per year 365.00 Average Shifts 121.67 Kelly Days/year 13.52 Shifts/year worked 108.15 Total hour worked/year 2595.60 Average work week 49.92
2 40 hour schedule	
3 Overtime shift rate - time and a half	

Clackamas Fire District #1

IAFF 1159 Wage Scales

Effective January 1, 2023 - June 30, 2023

Grade	Classification/Title	Footnote	Step 1	Step 2
<u>Battalion Chief</u>				
	Battalion Chief - Shift	1 Hourly	\$55.06	\$56.47
		Overtime	\$82.58	\$84.70
		3 OT Shift Rate (24 hours)	\$1,981.99	\$2,032.81
		Semi-Monthly	\$5,860.64	\$6,010.92
		Annually	\$140,655.41	\$144,261.96
	Battalion Chief - Staff	2 Hourly	\$71.68	\$73.52
		Overtime	\$107.52	\$110.28
		3 OT Rep Shift Rate (24 hours)	\$2,580.49	\$2,646.65
		Semi-Monthly	\$6,212.28	\$6,371.57
		Annually	\$149,094.74	\$152,917.68

Footnotes:	Formula
1 24/48 shift schedule	The following factors were used to calculate rates:
2 40 hour schedule	Total days per year 365.00
3 Overtime shift rate - time and a half	Average Shifts 121.67
	DWDs/year 15.22
	Shifts/year worked 106.45
	Total hour worked/year 2554.80
	Average work week 49.13

Clackamas Fire District #1

IAFF 1159 Wage Scales

Effective July 1, 2023 - June 30, 2024

Grade	Classification/Title	Footnote	Step 1	Step 2
Battalion Chief				
	Battalion Chief - Shift	1 Hourly	\$56.71	\$58.16
		Overtime	\$85.06	\$87.24
		3 OT Shift Rate (24 hours)	\$2,041.45	\$2,093.80
		Semi-Monthly	\$6,036.46	\$6,191.24
		Annually	\$144,875.06	\$148,589.81
	Battalion Chief - Staff	2 Hourly	\$73.83	\$75.72
		Overtime	\$110.75	\$113.59
		3 OT Rep Shift Rate (24 hours)	\$2,657.90	\$2,726.05
		Semi-Monthly	\$6,398.65	\$6,562.72
		Annually	\$153,567.57	\$157,505.20

Footnotes:	Formula
1 24/48 shift schedule	The following factors were used to calculate rates: Total days per year 365.00 Average Shifts 121.67 DWDs/year 15.22 Shifts/year worked 106.45 Total hour worked/year 2554.80 Average work week 49.13
2 40 hour schedule	
3 Overtime shift rate - time and a half	