



Clackamas Fire District #1

Board Meeting Briefing Packet

June 17, 2024



CLACKAMAS FIRE DISTRICT

Here for you

Board of Directors Meeting

JUNE 17, 2024

Meeting Location: Hybrid: Station 5/Remote Video Conferencing
5:00 pm

AGENDA

REGULAR SESSION

- I. CALL TO ORDER PER ORS 192.610 TO 192.690
ORS 192.650 – The meeting is being recorded.
 - II. PLEDGE OF ALLEGIANCE
 - III. CHANGES TO THE AGENDA
 - IV. APPROVAL OF MINUTES OF THE REGULAR BOARD MEETING ON MAY 20, 2024 (Packet pg. 4)
 - V. APPROVAL OF MINUTES OF THE BUDGET COMMITTEE MEETING ON MAY 16, 2024 (Packet pg. 8)
 - VI. PUBLIC COMMENT (*The President will call for statements from citizens regarding District business, not to exceed three minutes per person.*)
 - VII. BUDGET HEARING
 - B-1 Request Board Approval of Resolution 24-01 – Adopting the Budget, Making Appropriations, and Levying Taxes for Fiscal 2024-25 - CFO Mark Whitaker (Pkt pg.10)
 - VIII. SUPPLEMENTAL BUDGET HEARING
 - B-2 Request Board Approval of Resolution 24-02 – Adopting and Appropriating Supplemental Budget for Fiscal 2023-24 - CFO Mark Whitaker (Packet pg. 13)
 - IX. PRESENTATION – ANNUAL WORKERS’ COMPENSATION RENEWAL
– Agent of Record Jeff Griffin from Wilson-Heirgood Associates
 - X. BUSINESS – Action required
 - B-3 Request Board Approval of Workers’ Compensation Renewal – CFO Mark Whitaker (Packet pg. 22)
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B-4 Request Board Approval of Clackamas Emergency Services Foundation Revised Budget – Jerry Kearney (Packet pg. 36)

XI. OTHER BUSINESS – No action required

OB-1 Board Committee/Liaison Reports

Foundation Liaison – Director Cross

Interagency Committee – Director Joseph/Director Syring

OB-2 Board Informational Updates/Comments

XII. INFORMATIONAL ONLY

A. Division/Department Reports

R-1a Office of the Fire Chief – Fire Chief Nick Browne (Packet pg. 74)

R-1b Office of Strategic Services – Assistant Chief Brian Stewart

R-1c Office of Business Services – Assistant Chief Steve Deters

R-1d Office of Financial Services – Chief Financial Officer Mark Whitaker (Packet pg. 76)

R-1e Office of Emergency Services – Assistant Chief Dan Mulick

R-1f Professional Firefighters of Clackamas County Local 1159 – Vice President Andrew Gordian

R-1g Volunteer Association Report – Volunteer President Joe Johanesen

B. Correspondence (Packet pg. 80)

C. Informational Items (Packet pg. 87)

D. Next Meeting

The next Board of Directors' meeting will be on Monday, July 15, 2024, at 5:00 pm. The meeting will be hybrid, with the public invited to attend either by remote video conference or in person at Station 5 (9339 SE Causey Ave, Happy Valley, OR 97086).

XIII. REGULAR MEETING RECESSED

XIV. EXECUTIVE SESSION CALLED TO ORDER UNDER TO DISCUSS ORS 192.660 (2)(d) LABOR CONTRACT NEGOTIATIONS

XV. REGULAR MEETING RECONVENED

XVI. POST EXECUTIVE SESSION BUSINESS – Action required

**B-5 Request Board Approval of Battalion Chief Collective Bargaining Agreement
2024-2028 – CFO Whitaker (Packet pg. 38)**

XVII. ADJOURNMENT



CLACKAMAS FIRE DISTRICT

Here for you

REGULAR BOARD OF DIRECTORS MEETING MINUTES MAY 20, 2024

ATTENDANCE

Board of Directors: President Jim Syring, Vice President Chris Hawes, Secretary/Treasurer Jay Cross, Director Thomas Joseph, Director Marilyn Wall

Others present: Nick Browne, Steve Deters, Andrew Gordian, Shelby Hopkins, Rick Huffman, Joe Johanesen, Brian Stewart, Mark Whitaker

Other community members and citizens were in attendance. The full video conferencing attendance can be provided upon request.

I. CALL TO ORDER PER ORS 192.610 TO 192.690

ORS 192.650 – The meeting is being recorded.

President Jim Syring called the meeting to order at 5:01 p.m.

II. PLEDGE OF ALLEGIANCE

III. CHANGES TO AGENDA

Chief Browne announced one change to the agenda.

1. Under Division/Department Reports, Section R-1e, Division Chief Rick Huffman will be presenting.

Timestamp: 02:26 – 02:57

IV. APPROVAL OF MINUTES OF THE REGULAR BOARD MEETING ON APRIL 15, 2024

The minutes for the regular board meeting on April 15, 2024, were approved as written.

Timestamp: 02:57 – 03:25

V. PUBLIC COMMENT *(The President will call for statements from citizens regarding District business, not to exceed three minutes per person.)*

Recognized Lifetime Volunteer Member and citizen Jerry Kearney made a presentation.

Timestamp: 03:25 – 06:58

VI. BUSINESS – Action required

B-1 N/A

Timestamp: 06:58 – 07:05

VII. OTHER BUSINESS – No action required

OB-1 Board Committee/Liaison Reports
EMS Committee – Director Cross/Director Joseph
Nothing to report.

Interagency Committee – Director Joseph/Director Syring
Director Syring mentioned an interagency meeting with Sandy Fire was held on April 16, 2024, and an interagency meeting with Gladstone will be held in June.

Timestamp: 07:05 – 16:42

OB-2 Board Informational Updates/Comments
No report.

Timestamp: 16:42 – 17:00

VIII. INFORMATIONAL ONLY

A. Division/Department Reports

R-1a Office of the Fire Chief – Fire Chief Nick Browne
Chief Browne shared an update from the Office of the Fire Chief.

Timestamp: 17:00 – 21:37

R-1b Office of Strategic Services – Assistant Chief Brian Stewart
AC Stewart shared an update from the Office of Strategic Services. Time was shared with Division Chief Huffman on the updates made to the outbuilding at station 4 that will be used as office space.

Timestamp: 21:37 – 28:32

R-1c Office of Business Services – Assistant Chief Steve Deters
AC Deters shared an update from the Office of Business Services.

Timestamp: 28:32 – 32:22

R-1d Office of Financial Services – Chief Financial Officer Mark Whitaker
CFO Whitaker shared an update from the Office of Financial Services.

Timestamp: 32:22 – 36:24

R-1e Office of Emergency Services – Assistant Chief Dan Mulick

In the absence of AC Mulick, DC Huffman shared an update on Emergency Medical Services and programs that are currently under development.

Timestamp: 36:24 – 48:39

R-1f Professional Firefighters of Clackamas County Local 1159 – Vice President Andrew Gordian

VP Gordian shared an update from Local 1159.

Timestamp: 48:39 – 49:52

R-1g Volunteer Association Report – Volunteer President Joe Johanesen

Volunteer President Johanesen shared an update from the Volunteer Association.

Timestamp: 49:52 – 54:26

B. Correspondence

As noted.

C. Informational Items

None.

Timestamp: 54:26 – 55:50

D. Next Meeting

The next Board of Directors' meeting will be on Monday, June 17, 2024, at 5:00 pm. The meeting will be hybrid, with the public invited to attend either by remote video conference or in person at Station 5 (9339 SE Causey Ave, Happy Valley, OR 97086).

Timestamp: 55:50 – 56:16

IX. REGULAR MEETING RECESSED

The regular Board of Directors' meeting recessed at 5:55 p.m.

X. EXECUTIVE SESSION CALLED TO ORDER UNDER 192.660(2)(a) TO DISCUSS A PERSONNEL MATTER and ORS 192.660 (2)(d) LABOR CONTRACT NEGOTIATIONS

The Executive Session was called to order at 6:02 p.m.

The Executive Session adjourned at 6:42 p.m.

XI. REGULAR MEETING RECONVENED

The regular Board of Directors' meeting reconvened at 6:43 p.m.

XII. ADJOURNMENT

The regular Board of Directors' meeting adjourned at 6:43 p.m.

Minutes recorded by Executive Manager Shelby Hopkins and prepared by Administrative Technician Kelly Franzen.

President Jim Syring

Sec/Treasurer Jay Cross



CLACKAMAS FIRE DISTRICT

Here for you

BUDGET COMMITTEE MEETING MINUTES

MAY 16, 2024

ATTENDANCE

Board of Directors: President Jim Syring, Vice President Chris Hawes, Secretary/Treasurer Jay Cross, Director Thomas Joseph, Director Marilyn Wall

Budget Committee: Erin Anderson, Charles Gallia, William Gifford, Julie Kennedy, Tim Powell

Others present: Steve Deters, Shelby Hopkins, Mark Whitaker

Other community members and citizens were in attendance. The full video conferencing attendance can be provided upon request.

I. CALL TO ORDER PER ORS 192.610 TO 192.690

ORS 192.650 – The meeting is being recorded.

Vice President Chris Hawes called the meeting to order at 5:00 p.m.

II. ROLL CALL AND INTRODUCTIONS

Timestamp: 01:47 – 03:02

III. ELECTIONS OF BUDGET COMMITTEE CHAIRPERSON AND BUDGET COMMITTEE SECRETARY

VP Hawes asked for nominations for a Budget Committee Chairperson. Director Wall made a motion to nominate Charles Gallia as Budget Committee Chairperson. Director Joseph seconded the motion. The motion was approved 10/10.

VP Hawes asked for nominations for a Budget Committee Secretary. Director Joseph made a motion to nominate Julie Kennedy as Budget Committee Secretary. Director Wall seconded the motion. The motion was approved 10/10.

Timestamp: 03:02 – 05:00

IV. OPENING REMARKS ON THE FY 2024-25 PROPOSED BUDGET – Fire Chief Nick Browne

Fire Chief Browne was absent.

V. BUDGET MESSAGE AND OVERVIEW – Chief Financial Officer Mark Whitaker

CFO Whitaker gave a summary of CFD's budget and an overview of the proposed budget for FY 2024-25.

Timestamp: 05:00 – 01:27:19

VI. GENERAL DISCUSSION
An open discussion took place.

VII. PUBLIC COMMENT
No comments.

VIII. APPROVAL OF THE FY 2024-25 PROPOSED BUDGET

- A. Approve Clackamas Fire District #1's permanent tax rate at \$2.4012 per \$1,000 of assessed valuation for FY 2024-25.**
- B. Approve Clackamas Fire District #1's voter-approved local option tax levy rate at \$0.52 per \$1,000 of assessed valuation for FY 2024-25.**
- C. Approve Clackamas Fire District #1's levy for bonded debt at \$2,405,250 for FY 2024-25.**
- D. Approve the FY 2024-25 Proposed Budget for Clackamas Fire District #1.**

VP Hawes asked for a motion for Board approval of the FY 2024-25 Proposed Budget including items A, B and C above. Director Marilyn Wall made a motion, and Budget Committee Secretary Julie Kennedy seconded the motion. The motion passed 10/10.

Timestamp: 01:27:19 – 01:29:54

IX. ADJOURNMENT
The Budget Committee meeting adjourned at 6:28 p.m.

Minutes recorded by Executive Manager Shelby Hopkins and prepared by Administrative Technician Kelly Franzen.

Approved by:

Budget Committee Secretary Julie Kennedy

Accepted by:

President Jim Syring

Sec/Treasurer Jay Cross



CLACKAMAS FIRE DISTRICT

Here for you

Memo

To	Board of Directors
From	Chief Financial Officer Mark Whitaker on behalf of Fire Chief Nick Browne
Date	June 17, 2024
Subject	Budget Adoption for Fiscal Year 2024-25

Action Requested

Staff requests adoption of the FY 2024-25 budget as presented in Resolution 24-01.

Background

The Clackamas Fire District Budget Committee approved the Proposed Budget on May 16, 2024.

The resolution adopts the appropriation levels, permanent tax rate, local option levy rate, and general obligation bond amount exactly as approved by the Budget Committee.

Staff Recommendation

Staff recommends approval of Resolution 24-01 – Adopting the Fiscal Year 2024-25 Budget, Making Appropriations, and Levying Taxes.



CLACKAMAS FIRE DISTRICT #1

Here for you

RESOLUTION 24-01

Adopting the Fiscal Year 2024-25 Budget, Making Appropriations, and Levying Taxes

Whereas, Oregon Local Budget Law ORS 294 requires governing bodies of municipal corporations to prepare, present, and adopt budgets estimating resources and requirements prior to the beginning of a fiscal year; and

Whereas, Oregon Local Budget Law ORS 294 also requires consideration and approval of the proposed budget and tax levy by the Budget Committee prior to adoption; and;

Whereas, the Clackamas Fire District Budget Committee approved the FY 2024-25 Proposed Budget and tax levy on May 16, 2024; now therefore be it

Resolved, that the Board of Directors of Clackamas Fire District hereby adopts the budget for the fiscal year beginning July 1, 2024, in the total sum of \$113,723,219; and further

Resolved, that the appropriation amounts and purposes for the fiscal year beginning July 1, 2024, are hereby appropriated as follows:

General Fund

Fire Chief's Office	\$ 1,139,860
Emergency Services	64,185,013
Business Services	22,024,171
Debt Service	3,025,600
Transfers Out	4,300,000
Contingency	3,615,000
Total General Fund	\$ 98,289,644

Grants Fund

Emergency Services	\$ 623,263
Transfers Out	\$ 250,000
Total Grants Fund	\$ 873,263

Capital Replacement Fund

Capital Outlay	\$ 10,139,892
Debt Service	528,100
Total Capital Replacement Fund	\$ 10,667,992



Debt Service Fund	
Debt Service	\$ 2,405,250
Total Debt Service Fund	<u>\$ 2,405,250</u>

Wildland Mitigation Fund	
Wildland Mitigation	\$ 1,323,070
Transfers Out	114,000
Contingency	<u>50,000</u>
Total Wildland Mitigation Fund	\$ 1,487,070

Total FY 2024-25 Appropriations \$ 113,723,219

Resolved, that the Board of Directors of Clackamas Fire District hereby imposes the taxes provided in the Adopted Budget at the rate of \$2.4012 per \$1,000 of assessed value for the permanent tax rate, \$0.52 per \$1,000 of assessed value for the local option tax levy, and in the amount of \$2,405,250 for debt service on general obligation bonds; and that these taxes are hereby imposed and categorized for the tax year 2024-25 upon the assessed value of all taxable property within Clackamas Fire District.

Resolved, that the following allocation and categorization, subject to the limits of section 11b, Article XI of the Oregon Constitution constitute the above aggregate levy:

	<u>General Government</u>	<u>Excluded from Limitation</u>
Permanent Tax Rate	\$2.4012 / \$1,000	\$0
Local Option Tax Levy	\$0.52 / \$1,000	\$0
General Obligation Bond	\$0	\$2,405,250

Resolved, that the Board of Directors of Clackamas Fire District certify to the County Assessor and the County Clerk of Clackamas and Multnomah Counties, Oregon the tax levy made by this resolution and shall file with them a copy of the budget as finally adopted.

Adopted this date, June 17, 2024.

President, Board of Directors

Secretary, Board of Directors



CLACKAMAS FIRE DISTRICT

Here for you

Memo

To	Board of Directors
From	Chief Financial Officer Mark Whitaker
Date	June 17, 2024
Subject	Supplemental Budget Request

Action Requested

Staff requests approval of the FY 2023-24 Supplemental Budget as presented in Resolution 24-02.

Background

A supplemental budget is necessary to adjust the budget to reflect revenues and expenses that were not anticipated at the time of budget adoption. This supplemental budget will update the budget to more accurately reflect actual expenses and revenues across three funds.

Budget Implications

The supplemental budget makes adjustments to the following funds: General Fund, Capital Replacement Fund, and Wildland Mitigation Fund.

General Fund. On the revenue side, the supplemental budget makes the following major adjustments:

- \$849,000 increase in tax revenue due to higher than budgeted assessed value and higher than expected returns.
- \$195,100 increase in interest revenue because of investments in U.S. Treasury bills and higher than expected interest rates.
- \$100,000 increase in contract revenue because of Sandy Fire's payments for transition costs.
- \$1,104,000 in conflagration reimbursement revenue from deployments to conflagrations. These are paid by the Oregon State Fire Marshal's Office and the United States Forest Service.
- \$102,000 in grant revenue for ice storm reimbursement from FEMA and an adjustment of Blueprint Grant revenue from the Grants Fund to the General Fund.
- \$666,000 in other revenue adjustments largely due to health plan reimbursement revenue and workers compensation reimbursement, rebate, and dividends.



On the expense side, the increases in revenue are matched with the following increased expenses:

- \$591,910 increase in Business Services expenses. There were several areas that had higher than budgeted expenses for levy hiring and implementation. Additionally, the fire district experienced unexpected facility expenses due to system failures. There are also adjustments in workers' compensation and health cost claims to match expected expenditures. The supplemental budget also makes large adjustments to the IT budget, resulting in a reduction in salary and benefits and an increase in professional services.
- \$1,345,380 increase in Emergency Operations. The bulk of the increased expenditures is for conflagration labor. The supplemental budget also recognizes increased overtime and operational replacement, including a cushion to ensure the district does not exceed its appropriation authority.
- \$73,000 increase in Fire Chief's Office for salaries and benefits of administrative technician position moved from Business Services to Chief's Office.

The supplemental budget also transfers \$900,000 from the General Fund to the Capital Replacement Fund. This is in line with the district's levy implementation plan of expanding suppression staffing and funding the Capital Replacement Fund.

There are also many technical adjustments within the General Fund to reallocate funds across divisions and departments to reflect staffing and program changes that have occurred since the budget was adopted. Each specific change is detailed in Attachment A. In total, the revenue and expense adjustments outlined above are equal so that the General Fund budget remains balanced.

Capital Replacement Fund. The supplemental budget makes the following adjustments in the Capital Replacement Fund:

- \$900,000 transferred from the General Fund to the Capital Replacement Fund as part of the levy plan. The revenue will be added to the reserve for future expenditures, to be used for capital needs in future years.

Wildland Mitigation Fund. The supplemental budget makes the following adjustments in the Wildland Mitigation Fund:

- \$50,000 in new resources for increased contract revenue for wildland operations.
- \$50,000 in overtime for the increased wildland operations.

Policy Implications

When a supplemental budget adjusts fund expenditures by 10 percent or less the supplemental budget may be adopted at a regularly scheduled meeting of the Board of Directors by resolution.

Recommendation

Staff recommends approval of the supplemental budget for FY 2023-24 to recognize unanticipated revenues and expenses as presented in Resolution 24-02 and Attachment A.



CLACKAMAS FIRE DISTRICT

Here for you

RESOLUTION #24-02

Adopting and Appropriating a Supplemental Budget for Fiscal Year 2023-24

Whereas, Oregon Local Budget Law ORS 294 allows governing bodies of municipal corporations to prepare supplemental budgets to allow for expenditures necessitated by unforeseen circumstances; and

Whereas, ORS 294.463 allows governing bodies of municipal corporations to transfer appropriations and an equal amount of budget resources between funds; and

Whereas, the District has received additional revenues from taxes, investments, health plan reimbursement, workers compensation reimbursement, conflagrations, intergovernmental agreements, and other resources; and

Whereas, the District has experienced increased expenses related to conflagration labor, operational replacement, firefighting and EMS supplies, professional services, facilities maintenance, information technology, and unexpected staffing changes; and

Whereas, the District will transfer \$900,000 from the General Fund to the Capital Replacement Fund in alignment with the District's levy implementation plan; and

Whereas, the District estimates an increase of \$50,000 in Wildland Mitigation revenue and expenses.

Resolved, that the Board of Directors of Clackamas Fire District hereby authorizes the following adjustment of appropriations for the fiscal year beginning July 1, 2023:

General Fund	Adopted Budget	Adjustments	Revised Budget
Fire Chief's Office	\$ 1,027,450	\$ 73,000	\$ 1,100,450
Emergency Services	58,963,105	1,345,380	60,308,485
Business Services	18,382,143	591,910	18,974,053
Debt Service	2,915,620	-	2,915,620
Transfers Out	7,900,000	900,000	8,800,000
Contingency	3,229,000	-	3,229,000
Unappropriated Ending Fund Balance	12,571,000	115,810	12,686,810
Total General Fund Appropriations	\$ 104,988,318	\$ 3,026,100	\$ 108,014,418



Capital Replacement Fund			
Capital Outlay	\$ 6,469,450	\$ -	\$ 6,469,450
Deby Service	585,000	-	-
Unappropriated Ending Fund Balance	4,590,550	900,000	5,490,550
Total Capital Replacement Fund Appropriations	\$ 11,645,000	\$ 900,000	\$ 12,545,000

Wildland Mitigation Fund	Adopted Budget	Adjustments	Revised Budget
Wildland Mitigation	\$ 1,460,307	\$ 50,000	\$ 1,510,307
Capital Outlay	11,320	-	11,320
Transfers Out	70,000	-	70,000
Contingency	50,000	-	50,000
Unappropriated Ending Fund Balance	18,314	-	18,314
Total Wildland Mitigation Fund Appropriations	\$ 1,609,941	\$ 50,000	\$ 1,659,941

Adopted this date, June 17, 2024.

 President, Board of Directors

 Secretary, Board of Directors

Attachment A

Fiscal Year 2023-24 Supplemental Budget

<u>General Fund</u>	Original Budget	June 2024 Supplemental	Revised Budget
Beginning Fund Balance	\$15,800,000		\$15,800,000
Revenue:			
Tax Revenue	77,150,182	849,000	77,999,182
Interest	830,000	195,100	1,025,100
EMS Revenue	2,445,136	10,000	2,455,136
Contract Revenue	7,356,000	100,000	7,456,000
Conflagration Reimbursement	-	1,104,000	1,104,000
Grant Revenue	-	102,000	102,000
Other Revenue	1,337,000	666,000	2,003,000
Transfers In	70,000		70,000
Total Revenues	\$89,188,318	\$3,026,100	\$92,214,418
TOTAL RESOURCES	\$104,988,318	\$3,026,100	\$108,014,418
Expenditures:			
Fire Chief's Office	\$1,027,450	\$73,000	\$1,100,450
Emergency Services	58,963,105	1,345,380	60,308,485
Business Services	18,382,143	591,910	18,974,053
Debt Service	2,915,620		2,915,620
Transfers Out	7,900,000	900,000	8,800,000
Total Expenditures	\$89,188,318	\$2,910,290	\$92,098,608
Contingency	3,229,000		3,229,000
Unappropriated End Fund Balance	\$12,571,000	\$115,810	\$12,686,810
TOTAL REQUIREMENTS	\$104,988,318	\$3,026,100	\$108,014,418

<u>Capital Replacement Fund</u>	Original Budget	June 2024 Supplemental	Revised Budget
Beginning Fund Balance	\$3,360,000		\$3,360,000
Revenue:	\$365,000		\$365,000
Transfers In	7,920,000	\$900,000	\$8,820,000
Total Revenues	8,285,000	900,000	9,185,000
TOTAL RESOURCES	\$11,645,000	\$900,000	\$12,545,000
Expenditures:			
Capital Outlay	\$6,469,450		\$6,469,450
Debt Service	585,000		585,000
Total Expenditures	\$7,054,450	\$0	\$7,054,450
Unappropriated End Fund Balance	\$4,590,550	\$900,000	\$5,490,550
TOTAL REQUIREMENTS	\$11,645,000	\$900,000	\$12,545,000

<u>Wildland Mitigation Fund</u>	Original Budget	June 2024 Supplemental	Revised Budget
Beginning Fund Balance	\$765,000		\$765,000
Revenue:			\$0
Interest	\$5,000		\$5,000
Contract Revenue	\$563,440	\$50,000	\$613,440
Conflagration Revenue	\$244,800		\$244,800
Grants	\$31,701		\$31,701
Transfers In	\$0		\$0
Total Revenues	844,941	50,000	894,941
TOTAL RESOURCES	\$1,609,941	\$50,000	\$1,659,941
Expenditures:			
Wildland Mitigation	\$1,460,307	\$50,000	\$1,510,307
Capital Outlay	\$11,320		
Transfers Out	\$70,000		70,000
Total Expenditures	\$1,541,627	\$50,000	\$1,580,307
Contingency	\$50,000		
Unappropriated End Fund Balance	\$18,314		\$79,634
TOTAL REQUIREMENTS	\$1,609,941	\$50,000	\$1,659,941

Changes to General Fund Resources

CY Property Taxes	\$719,000
PY Property Taxes	\$0
Other Taxes	\$130,000
Investment Interest	\$195,100
Contract Revenue	\$94,000
ASA Revenue	\$0
Medical Supply Reimb	\$36,000
Health Plan Reimb	\$331,000
Workers Comp Reimb	\$285,000
Service Cost Recovery	\$10,000
Gain/Loss on Inv. Sales	\$6,000
OPEB Revenue	-\$7,000
Public Records	\$900
Grant Revenue	\$102,000
GEMT Revenue	-\$156,000
Transportation Response	\$130,000
Other Revenues	\$43,000
Prevention Fees	\$3,100
Transfers from Other Funds	\$0
Conflagration Reimb	\$1,104,000
	<u>\$3,026,100</u>

TOTAL RESOURCES**\$3,026,100****Changes to General Fund Expenses**

Functional Area	Description	Amount
Business Services	Exempt Salary	-\$577,200
Business Services	Non-Exempt Salary	-\$240,000
Business Services	Represented Salary	\$145,000
Business Services	Temporary Labor	\$23,000
Business Services	Premium Pay	\$8,500
Business Services	Retirement/Separation Vacation	\$35,000
Business Services	Overtime	\$82,000
Business Services	SS/Medicare	-\$42,200
Business Services	Tri-Met Taxes	-\$5,900
Business Services	PFMLI	-\$1,250
Business Services	PERS Employer	-\$119,100
Business Services	Deferred Compensation	-\$11,100
Business Services	Unemployment	\$65,000
Business Services	Cafe Plan Claims Costs	\$200,000
Business Services	PEHP	-\$8,400
Business Services	Health Trust	-\$7,300
Business Services	Workers Compensation	\$243,000
Business Services	Dues & Publications	-\$500
Business Services	Operating Supply	\$81,310

Business Services	Uniform & Protective Eqpt	\$45,250
Business Services	Office Supplies	\$290
Business Services	Software & Supplies	\$440
Business Services	Household Goods	\$420
Business Services	Professional Services	\$409,750
Business Services	Utilities - Other	\$27,200
Business Services	Utilities - Telephone	\$30,290
Business Services	Vehicle Maintenance	\$78,890
Business Services	Facility Maintenance	\$111,520
Business Services	Public Education	\$2,000
Business Services	Postage & Freight	\$15,000
Business Services	Small Tool, Eqpts & Furnishing	\$1,000
Emergency Operations	Exempt Salary	-\$110,000
Emergency Operations	Represented Salary	\$34,000
Emergency Operations	Temporary Labor	\$31,500
Emergency Operations	Premium Pay	\$38,100
Emergency Operations	Conflagration Labor	\$468,000
Emergency Operations	Operational Replacement	\$300,000
Emergency Operations	Retirement/Separation Vacation	\$18,000
Emergency Operations	Overtime	\$84,300
Emergency Operations	SS/Medicare	\$13,150
Emergency Operations	Tri-Met Taxes	\$1,070
Emergency Operations	PERS Employer	\$129,650
Emergency Operations	Deferred Compensation	\$50
Emergency Operations	PEHP	\$1,000
Emergency Operations	Health Trust	\$1,000
Emergency Operations	Meeting Expense	\$70
Emergency Operations	Program R & D	\$25,000
Emergency Operations	Operating Supply	\$12,390
Emergency Operations	Fire Fighting Supply	\$89,330
Emergency Operations	EMS Supply	\$60,080
Emergency Operations	Uniform & Protective Eqpt	\$11,500
Emergency Operations	Household Goods	-\$6,500
Emergency Operations	Professional Services	\$75,000
Emergency Operations	Utilities - Electric	\$4,000
Emergency Operations	Utilities - Water	\$7,000
Emergency Operations	Schools/Conferences Registrati	\$4,000
Emergency Operations	Travel Expense	\$1,300
Emergency Operations	Radio Maintenance	\$37,390
Emergency Operations	Training Expense	\$15,000
Fire Chief's Office	Exempt Salary	\$6,000
Fire Chief's Office	Non-Exempt Salary	\$45,000
Fire Chief's Office	SS/Medicare	\$5,000
Fire Chief's Office	PERS Employer	\$15,000
Fire Chief's Office	PEHP	\$2,000
		<u>\$2,010,290</u>

General Fund Transfers to Other Funds

Transfer to Cap Repl Fund	\$900,000
Unappropriated Ending Fund Balance	\$115,810
	<u>\$1,015,810</u>

TOTAL REQUIREMENTS \$3,026,100

Capital Replacement Fund

Revenue: Transfers In	\$900,000
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TOTAL RESOURCES \$900,000

Unappropriated End Fund Balance	\$900,000
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TOTAL REQUIREMENTS \$900,000

Wildland Mitigation Fund

Revenue: IGA Revenue	\$50,000
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TOTAL RESOURCES \$50,000

Expenditures: Overtime	\$50,000
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TOTAL REQUIREMENTS \$50,000



CLACKAMAS FIRE DISTRICT

Here for you

Memo

To	Board of Directors
From	Chief Financial Officer Mark Whitaker on behalf of Fire Chief Nick Browne
Date	June 17, 2024
Subject	FY 2024-25 Workers Compensation Renewal

Action Requested

Staff requests review of the workers' compensation proposal and approval of the worker's compensation policy.

Background

The District's workers' compensation policy period is from July 1st through June 30th, and is up for renewal for FY 2024-25.

The quoted premium for the FY 2024-25 policy is \$1,478,531. This is a significant increase for the second consecutive year—the premium in FY 2022-23 was \$642,834, increasing to \$1,047,536 in FY 2023-24. There are several factors that contribute to how the premium is calculated. Most notable, however, is the change in the experience rating modifier due to high claims costs in FY 2021-22 and FY 2022-23. The experience rating modifier was 0.66 in FY 2022-23, 0.84 in FY 2023-24, and will increase to 0.97 in FY 2024-25.

Other factors that affect workers' compensation expenses are payroll and rates. Initially, premiums are calculated on the expected payroll for the ensuing year; as personnel service costs increase so do workers' compensation expenses. This accounts for a share of the large cost increase for Clackamas Fire because of the increase in payroll expenses due to the new employees from the levy. Once applicable payroll is determined, the base premium is calculated using a pure rate factor based on the job type. The 2024 pure rate is \$4.50 per hundred dollars in the Firefighters and Drivers Class Code 7710, which is the bulk of the payroll used for calculating premiums. This represents a 5.9% increase over the previous year's rate of \$4.00 per hundred dollars.

Budget Implications

The FY 2024-25 budget includes \$1.5 million for worker's compensation costs and can accommodate approval of this request.

Staff Recommendation

Staff recommend approval of the workers' compensation insurance policy from SAIF for FY 2024-25 at the cost of \$1,478,531.



WHA 
INSURANCE

Insurance Proposal

Prepared For
Clackamas County FD #1
11300 SE Fuller Road
Milwaukie, OR 97222



Your trusted insurance and risk management advisor



Mission Statement

Our mission is to always act in the best interest of our clients as their trusted insurance and risk management advisor.

Values

Professionalism

To consistently display integrity, expertise, and respectful collaboration.

Generosity

To give, share, and support others.

Integrity

To commit to being respectful, honest, and making ethical choices.

Diversity

To understand and support each team member's unique background and strengths.

Passion

To fuel purpose and ignite meaningful actions.

Active Learning

To build knowledge and enhance critical thinking.

Vision

Our Clients

To provide an exceptional client experience with passion, professionalism, and care.

Our Providers

To develop the highest level of trust with our providers through effective collaboration.

Our Industry

To be recognized as innovative industry leaders in insurance and risk management services.

Our Team

To foster a culture that supports each team member's personal and professional aspirations.



WORKERS' COMPENSATION COVERAGE

EFFECTIVE DATES

7/1/2024 - 7/1/2025

STATES COVERED

Oregon

LIMITS OF INSURANCE

Workers' Compensation Insurance: Part One

Exclusive Remedy means that if any injury is work related, it is covered, regardless of who is at fault. The employee can't sue the employer for workplace accidents and illnesses and the employer can't frivolously deny claims.

Employers Liability: Part Two

Bodily Injury by Accident	\$ 500,000 each accident
Bodily Injury by Disease	\$ 500,000 each employee
Bodily Injury by Disease	\$ 500,000 policy limit

Employers Liability coverage protects your company should an employee claim that his or her injury or illness was caused by your company's negligence or failure to provide a safe workplace.

PREMIUM BASIS (auditable)

Remuneration

PREFERRED WORKERS

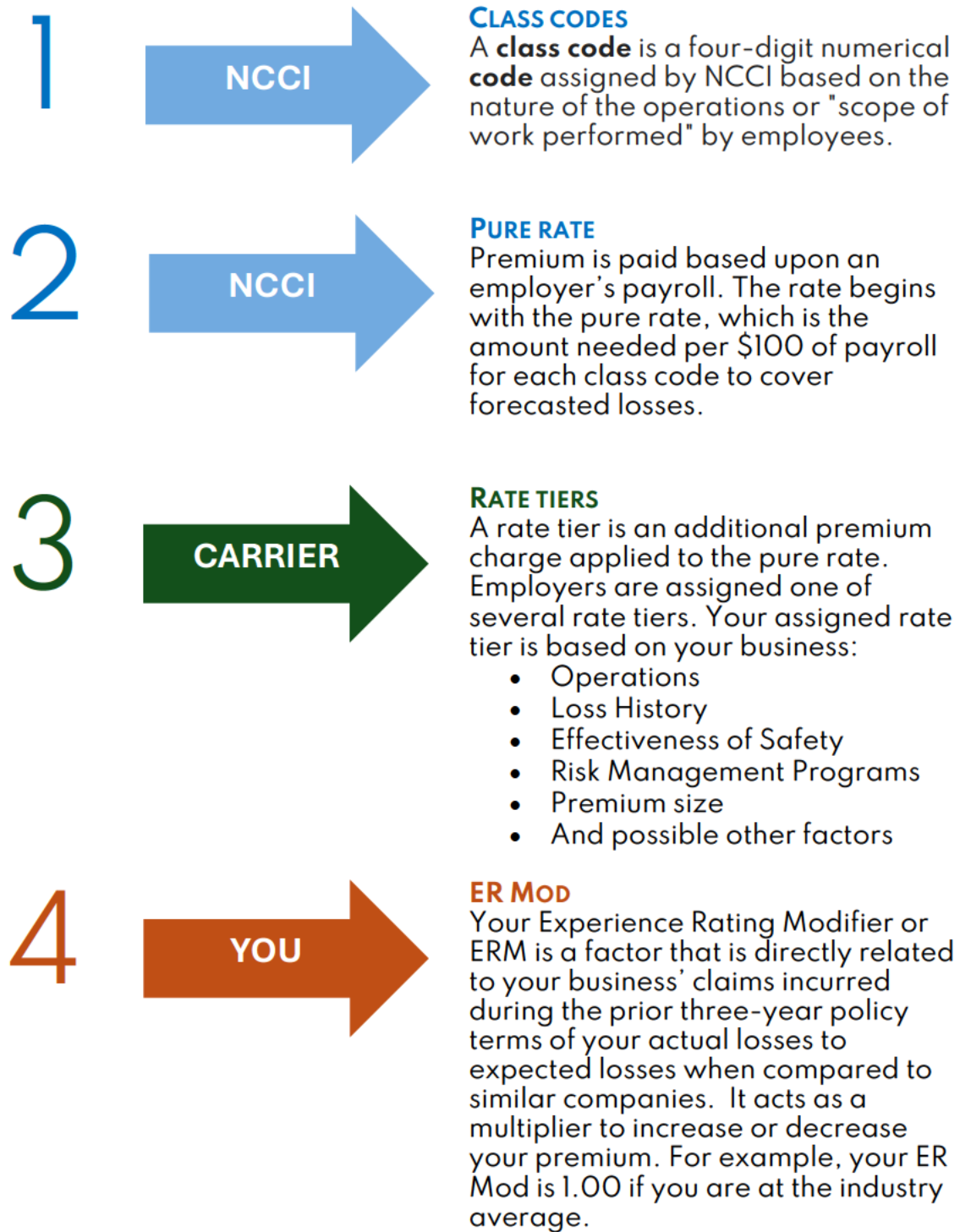
None

LOCATIONS

Primary Address	11300 SE Fuller Road	Milwaukie, OR	97222
Mailing Address	11300 SE Fuller Road	Milwaukie, OR	97222
Building Address	22024 S Beaver Creek Road	Beavercreek, OR	97004
Building Address	16100 SE 130 th Avenue	Clackamas, OR	97015
Building Address	18081 S Harding Road	Oregon City, OR	97045
Building Address	300 S Longview Way	Oregon City, OR	97045
Building Address	12900 SE King Road	Portland, OR	97236
Building Address	2930 Oak Grove Blvd.	Milwaukie, OR	97267

Building Address	3200 SE Harrison Street	Milwaukie, OR	97222
Building Address	6600 A SE Lake Road	Milwaukie, OR	97222
Building Address	18265 S Redland Road	Oregon City, OR	97045
Building Address	15990 SE 130 th Avenue	Clackamas, OR	97015
Building Address	25675 S Beaver Creek Road	Beavercreek, OR	97004
Building Address	22295 S Lower Highland Road	Beavercreek, OR	97004
Building Address	49001 South End Road	Oregon City, OR	97045
Building Address	19340 Molalla Avenue	Oregon City, OR	97045
Building Address	624 7 th Avenue	Oregon City, OR	97222
Building Address	20100 SE Highway 212	Damascus, OR	97089
Building Address	28655 SE Highway 212	Boring, OR	97009
Building Address	32200 SE Judd Road	Eagle Creek, OR	97022
Building Address	19750 SE Damascus Lane	Damascus, OR	97089
Building Address	525 Portland Avenue	Gladstone, OR	97027
Building Address	17460 Bruns Avenue	Sandy, OR	97055
Building Address	13120 SE Ten Eych Road	Sandy, OR	97055
Building Address	24545 SE Firwood Road	Sandy, OR	97055
Audit Address	11300 SE Fuller Road	Milwaukie, OR	97222
Audit Address	9339 SE Causey Avenue #5	Happy Valley, OR	97086

UNDERSTANDING YOUR RATES



LOSS HISTORY SUMMARY

<u>Policy Year</u>	<u># of Claims</u>	<u>Incurred Losses</u>
2023*	34	\$277,161
2022	43	\$1,533,655
2021	48	\$616,373
2020	34	\$190,699
2019	<u>38</u>	<u>\$309,613</u>
Total:	197	\$2,927,501

2023 Mod 0.84

2024 Mod 0.97

Claims data as of 06/05/ 2024

Policy Performance Summary



Policy: 431322 - Clackamas County Fire District No. 1

Legal Name: Clackamas County Fire District No. 1

Policy Details

Status: Active
 Market Type: Voluntary
 Relation Type:
 Rate Acct:
 Orig Cov Date: 07/01/1984
 Cont Cov Date: 07/01/1984
 Business Type: Fire Protection
 Entity: Political Subdivision: District
 WCD Number: 5710272
 NCCI Number: 360125955
 EIN: [REDACTED]
 Principal Class: 7710
 NAICS Code: 922160
 Office: Portland
 Agency: Wha Insurance Agency Inc
 Underwriter: Erin C Matot
 SMC: Jason Jantzi
 Last Audit: 07/01/2022 - 07/01/2023

Current Policy Period Details

Period Status: Open
 Effective Date: 07/01/2023
 Expiration Date: 07/01/2024
 Cancel Date:
 ARD: 07/01/2023
 Sales Plan: Guaranteed Cost
 ELCB Limits: 500,000/500,000/500,000
 ND Reimb: 07/01/2023 - 07/01/2024 Annually
 Group: Special Districts Assoc of Or - Services
 Group Type: Service
 Rating Plan: ERP - 0.84
 Tier: H - 1.8900
 Rpt Freq / Pmt: Annually / GC Annual

Policy Period History

Policy Year	Mod	Payroll	Claim Freq	Standard Premium	Tier
2023	0.84	39,773,800	0.09	1,153,545	H
2022	0.66	33,576,895	0.13	673,639	G
2021	0.71	32,882,667	0.15	650,447	F
2020	0.75	33,737,010	0.10	624,977	E
2019	0.92	30,328,237	0.13	696,721	E

Gaps in Coverage

No gaps in coverage for this policy.

Policy Performance History

Policy Year	Prorated Premium	Paid Losses	Incurred Losses	Paid/Std	Inc/Std	Clm Count	Exp Clm Count	Paid TL	Paid Med	ND Reimb	TL Count	Exp TL Count	TL Day
2023	1,071,643	171,461	277,161	16%	26%	34	39.31	103,649	67,457	0	13	15.55	582
2022	673,639	804,790	1,533,655	119%	228%	43	42.96	440,951	286,958	0	27	16.66	2,169
2021	650,447	471,796	616,373	73%	95%	48	47.41	160,193	111,216	0	26	18.26	727
2020	624,977	179,978	190,699	29%	31%	34	49.54	43,898	95,242	-16,082	14	20.15	246
2019	696,721	293,233	309,613	42%	44%	38	45.22	126,762	112,240	-13,051	21	18.40	1,209

Ten Highest Incurred Loss Claims Received in Last Five Policy Years

Last Name	Claim Number	Date of Injury	Status	Type	Decision	Incurred Loss	Paid Loss	Timely ¹	Inj Class
[REDACTED]	[REDACTED]	02/21/2023	Open	Disabling	Accepted	759,251	165,729	YES	7710
[REDACTED]	[REDACTED]	01/05/2022	Closed	Disabling	Accepted	302,862	285,215	YES	7710
[REDACTED]	[REDACTED]	09/09/2022	Closed	Disabling	Accepted	137,513	112,125	YES	7710
[REDACTED]	[REDACTED]	08/27/2021	Denied	Disabling	Denied	136,568	13,705	YES	7710
[REDACTED]	[REDACTED]	09/11/2022	Closed	PPD	Accepted	130,132	109,350	YES	7710
[REDACTED]	[REDACTED]	12/07/2019	Closed	PPD	Accepted	126,078	109,699	YES	7710
[REDACTED]	[REDACTED]	02/27/2023	Open	Disabling	Accepted	111,467	61,287	YES	7710
[REDACTED]	[REDACTED]	12/11/2023	Open	Disabling	Accepted	94,187	50,035	YES	7710
[REDACTED]	[REDACTED]	10/14/2022	Closed	PPD	Accepted	82,083	64,882	YES	7710
[REDACTED]	[REDACTED]	12/09/2020	Closed	PPD	Accepted	57,500	46,779	YES	7710

Number of Claims Received in Last Five Policy Years

Claim Type	Count	Claim Status	Count
Disabling	97	Closed	167
Nondisabling	92	Denied	16
PPD	11	New	5
Total	200	Open	9
		Void	3
		Total	200

¹ A claim is "Timely" if the 801 or 827 is received by SAIF within five days of the employer's date of knowledge of the injury.

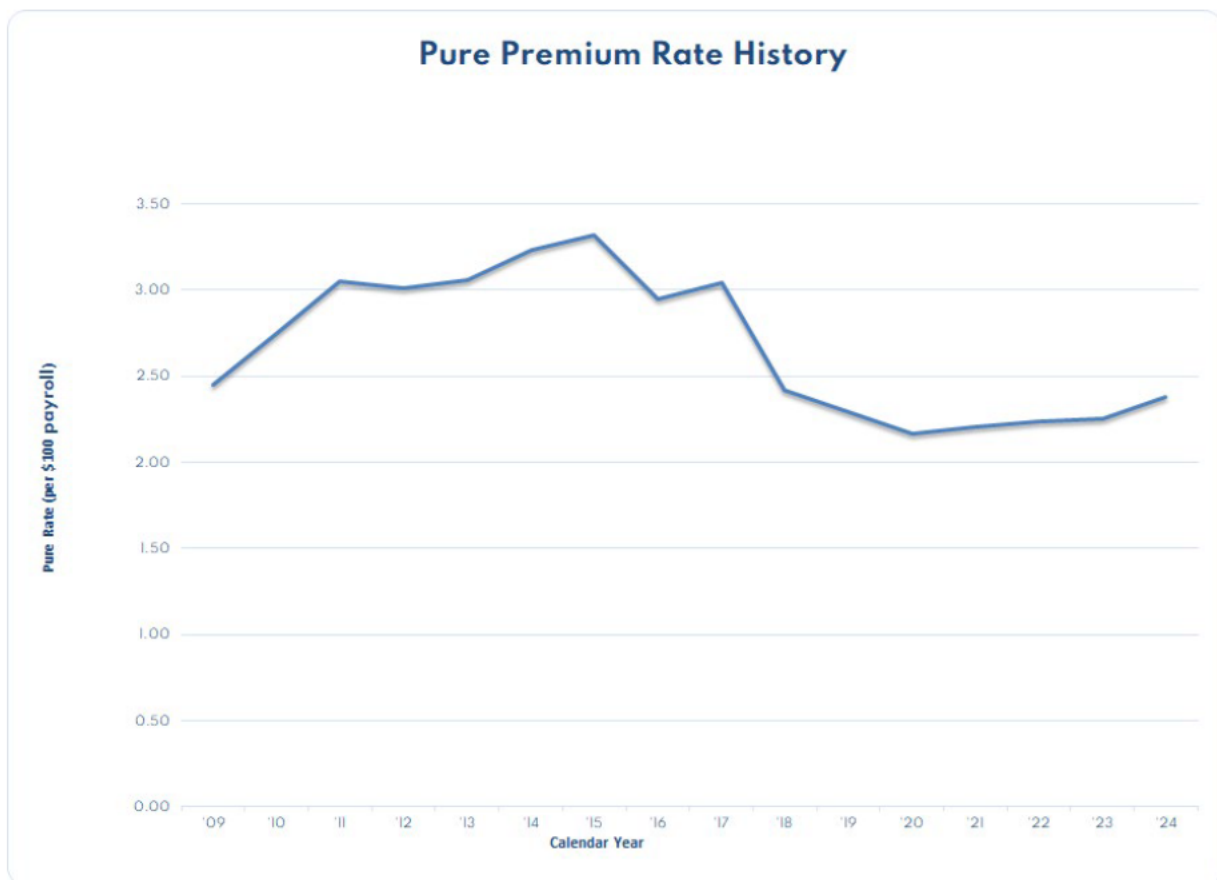
^ Designates a preferred worker.

PURE PREMIUM RATE HISTORY

PURE PREMIUM is the estimated rate per \$100 of payroll that it will take to pay for claims. To determine the rates they charge the policyholder, the insurance carrier multiplies the pure rate by a factor (expense load factor) to allow for risk, profit and overhead. Pure premiums are calculated by the National Council on Compensation Insurance (NCCI). Expense Loading Factors and Pure Rates are approved by the Oregon Department of Consumer and Business Services (DCBS).

CLASS CODE: 7710 FIREFIGHTERS & DRIVERS

'09	'10	'11	'12	'13	'14	'15	'16	'17	'18	'19	'20	'21	'22	'23	'24	% Chg
2.45	2.75	3.05	3.01	3.06	3.23	3.32	2.95	3.04	2.42	2.29	2.17	2.21	2.24	2.25	2.38	5.78%





Clackamas County Fire District No. 1

Premium estimate for Guaranteed Cost

Period: 07/01/2024 - 07/01/2025

Policy: 431322

Group: Special Districts Association of Oregon - Services

Plan: Version #1 (1)

Rating period: 07/01/2024 to 07/01/2025

Location 16: Clackamas County Fire District No. 1

Classification description	Class	Subject payroll	Rate	Premium
Reforestation And Drivers	0124	\$0.00	5.05	\$0.00
Wildland Fire Fighting & Drivers	2704	\$475,000.00	8.52	\$40,470.00
Vessels-Boat Livery-State Act	7090	\$0.00	4.37	\$0.00
Firefighters And Drivers	7710	\$37,300,000.00	4.5	\$1,678,500.00
Vol Frmn @ 1000/Mo Ea	8411	\$372,000.00	1.27	\$4,724.40
Vol Explorer Scouts @ 800/Mo Ea	8411	\$96,000.00	1.27	\$1,219.20
Vol Water Tenders @ 800/Mo Ea	8411	\$211,200.00	1.27	\$2,682.24
Vol Chaplains @ 800/Mo Ea	8411	\$19,200.00	1.27	\$243.84
Vol Rehab Workers @ 800/Mo Ea	8411	\$0.00	1.27	\$0.00
Salesperson-Outside-No Delivery	8742	\$456,000.00	0.19	\$866.40
Office Clerical	8810	\$6,144,000.00	0.08	\$4,915.20
Vol Office Clerical	8810	\$0.00	0.08	\$0.00
Vol Board Members	8810	\$8,000.00	0.08	\$6.40

Total manual premium \$45,081,400.00 \$1,733,627.68

Total subject premium \$1,733,627.68

Description	Basis	Factor	Premium
Experience Rating	\$1,733,727.68	0.97	-\$52,011.83

Total modified premium \$1,681,615.85

Description	Basis	Factor	Premium
Balance to Min EL increased Limits (Admiralty)	\$0.00	1.0	\$100.00
Pre-pay credit	\$1,681,715.85	0.97	-\$50,451.48

Total standard premium \$1,631,264.37

Description	Basis	Factor	Premium
Oregon Total Premium			\$1,631,264.37
Premium Discount	\$1,631,264.37	0.1787	-\$291,452.59
Terrorism Premium	\$45,081,400.00	0.005	\$2,254.07
Catastrophe Premium	\$45,081,400.00	0.01	\$4,508.14
DCBS Assessment	\$1,346,496.84	1.098	\$131,956.69

Total premium and assessment \$1,478,530.68

Premium discount schedule		
First	\$5,000	0.00%
Next	\$10,000	10.50%
Next	\$35,000	16.50%
Over	\$50,000	18.00%

RENEWAL YEAR COMPARISON

Premiums are based upon estimated payrolls and experience modifier.

Code	Description	Payroll	Rate	2024		2023	
				Premium	Rate	Premium	Rate
2704	WILDLAND FIRE FIGHTING & DRIVERS	475,000	8.52	40,470	7.88	37,430	
7710	FIREFIGHTERS & DRIVERS (REPLACES 7704	37,300,000	4.50	1,678,500	4.25	1,585,250	
8411	MUNICIPAL VOLUNTEERS: FIRE FIGHTERS	372,000	1.27	4,724	1.21	4,501	
8411	VOL EXPLORER SCOUTS @ 800/MO EA	96,000	1.27	1,219	1.21	1,162	
8411	VOL WATER TENDERS @ 800/MO EA	211,200	1.27	2,682	1.21	2,556	
8411	VOL CHAPLAINS @ 800/MO EA	19,200	1.27	244	1.21	232	
8742	SALESPERSON-OUTSIDE-NO DELIVERY	456,000	0.19	866	0.23	1,049	
8810	OFFICE CLERICAL	6,144,000	0.08	4,915	0.11	6,758	
8810	VOL BOARD MEMBERS	8,000	0.08	6	0.11	9	
Total Payroll:		45,081,400					
Manual Premium				1,733,626		1,638,947	
Increased Limits (Part II)				6,935		6,556	
Experience Modifier				0.97		0.84	
Modified Premium				1,688,344		1,382,223	
Prepay Discount				50,451		41,467	
Estimated Standard Premium				1,631,264		1,340,756	
Premium Discount				291,452		239,161	
Net Premium				1,339,812		1,101,595	
Terrorism				2,254		2,254	
Catastrophe				4,508		4,508	
DCBS 9.8%				131,956		108,277	
TOTAL PREMIUM				\$1,478,530		\$1,216,634	
Difference						\$261,896	

Final Premium Determined at Audit

DCBS assessment The Oregon Department of Consumer and Business Services (DCBS) charges an assessment on all earned workers' compensation premium collected by insurance carriers. The assessment is subject to change by DCBS at any time, but generally changes on January 1 of each year. Your estimated premium calculation was based on the assessment in force at the beginning of your policy period, and any midterm change to the rate will be incorporated in the DCBS assessment rate at policy reconciliation/audit which occurs after policy expiration.

No DCBS assessment on ELCB premium
1.89/1.89

Policy Dividend History



Policy Name: Clackamas County Fire District No. 1
Policy: 431322

Declaration day	Policy period	Standard premium	Loss ratio	Premium dividend factor	Loss dividend factor	Total dividend factor	Premium dividend amount	Loss dividend amount	Computed dividend amount
09/06/2023	07/01/2021	\$650,447.24	66.31%	22.64%	0.0%	22.64%	\$147,261	\$0	\$147,261
09/14/2022	07/01/2020	\$624,976.94	14.73%	13.44%	0.0%	13.44%	\$83,997	\$0	\$83,997
06/04/2021	07/01/2019	\$696,720.8	26.44%	38.14%	0.0%	38.14%	\$265,729	\$0	\$265,729
09/02/2020	07/01/2018	\$810,663.64	8.66%	17.56%	0.0%	17.56%	\$142,353	\$0	\$142,353
09/04/2019	07/01/2017	\$790,972.06	18.23%	20.29%	8.11%	28.4%	\$160,488	\$64,148	\$224,636
09/12/2018	07/01/2016	\$684,309.76	46.58%	20.59%	3.27%	23.86%	\$140,899	\$22,377	\$163,276
09/13/2017	07/01/2015	\$647,113.44	36.97%	21.38%	5.04%	26.42%	\$138,353	\$32,615	\$170,968
09/14/2016	07/01/2014	\$732,508.72	20.44%	21.99%	3.58%	25.57%	\$161,079	\$26,224	\$187,303
09/09/2015	07/01/2013	\$585,291.61		22.66%		22.66%	\$132,627		\$132,627
09/10/2014	07/01/2012	\$506,462.95		34.69%		34.69%	\$175,692		\$175,692
09/18/2013	07/01/2011	\$497,770.88		29.64%		29.64%	\$147,539		\$147,539
09/12/2012	07/01/2010	\$471,953.15		37.42%		37.42%	\$176,605		\$176,605
06/15/2011	07/01/2008	\$834,245.9		18.71%		18.71%	\$156,087		\$156,087
11/10/2010	07/01/2008	\$397,400.74		23.75%		23.75%	\$94,383		\$94,383
03/10/2010	07/01/2007	\$381,688.75		20.79%		20.79%	\$79,353		\$79,353
11/09/2007	07/01/2005	\$294,708.48		12.61%		12.61%	\$37,163		\$37,163
Totals							\$2,239,608	\$145,364	\$2,384,972

* It is unlawful in Oregon for an insurer to promise to pay policyholder dividends for any unexpired portion of the policy term or to misrepresent the conditions for dividend payment. Dividends will be due and payable only for a policy period that has expired, and only if declared by and under conditions prescribed by the Board of Directors of the Insurer. Furthermore, it is an unlawful rebate and a violation of the Oregon Insurance Code for an insured or a representative of an insured knowingly to accept a dividend pursuant to a promise to pay policyholder dividends if the promise is made before the policy is issued or if the promise is made for any unexpired portion of a policy period.

WEBSITE FEATURES

Website Features

SAIF Corporation's website provides current information, which will help you manage your Workers' Compensation program. The information listed below is easy to access and is protected by your security password. Here are some of its features:

Claim Profile

- Review your loss history- claim count, loss ratio, time loss days, paid and incurred costs by policy year.
- Individual claim details- Date of injury, open or closed, paid and incurred losses, claim number, type of claim, adjuster, physician, awards, and attorney.
- Ten highest incurred loss claims for the last four years.

Policyholder Profile

- Policy type, experience modifier history, payroll and premium history.
- Listing of your SAIF Loss Control and ERTW Consultants, underwriter and adjuster.

Certificates of Insurance

- Streamline your certificate process by doing it on-line.
- Create new certificates, create bid certificates, reissue certificates, and renew certificates.

SAIF Employee Directory

Printable Forms

- Attending Physician 827
- Employer at Injury Reimbursement Request
- 801 Claim Form (English and Spanish)
- \$2,200 Medical Reimbursement Election form

Customer Services

- How-To information on filing claims, EAIP reimbursement, fraud prevention, extraterritorial coverage, subcontractor requirements
- Loss control programs
- SAIF Corporation's "Toolbox"
- SAIF Corporation's newsletter, *Compnews*.

To Access SAIF Online

- Go to www.saif.com
- Select "Log In"
- Select "Establish Your User ID" "Policyholder"
- Complete the screen and then submit it to SAIF. SAIF will then verify your information, set up your User ID and password and email you with it.
- Once you receive your User ID and password, you can access the SAIF website. If you would like assistance, please contact Jennifer King at (541) 284-5835 or jking@whainsurance.com.

MyClaim: This is your Worker Guide (NEW)

Full of up-to-date information about your claim, MyClaim is password protected and included basic claim data, forms, payments info, correspondence and the main elements of the workers' compensation system.



Contact Us

Eugene Office
2930 Chad Drive
Eugene, OR 97408

Wilsonville Office
29100 SW Town Center Loop
W Suite 160
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Email: info@whainsurance.com
Web: www.whainsurance.com

Mission Statement

Our mission is to always act in the best interest of our clients as their trusted insurance and risk management advisor.



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**Clackamas Emergency
Services Foundation**

Memo

To: Clackamas Fire District #1 Board of Directors

From: Jerry Kearney, The Clackamas Emergency Services Foundation President

Date: June 17, 2024

Re: Clackamas Emergency Services Foundation Revised Budget

The Clackamas Emergency Services Foundation board (Foundation) voted yes on the decision to not hold a dinner auction or do any fundraising events in 2024. The Foundation is requesting approval of the attached revised budget. The requested changes, notated in red, include:

- Remove estimated revenue from dinner auction
 - Change \$65,000 to \$0. This would change the overall revenues from \$105,000 to \$40,000.
- Remove estimated expenses from dinner auction
 - Change \$25,000 to \$0. This would change the overall expenses from \$126,000 to \$101,000.
- Net would change from -\$21,000 to -\$61,000.

Revenue:

	2023 Budget	2023 Actual	2024 Budget
Fundraising			
Dinner Auction / Other Fundraiser	90,000.00	51,945.24	0.00
Payroll Contributions	12,000.00	12,691.44	13,000.00
Operation Santa	5,000.00	6,664.92	6,000.00
General Donations	15,000.00	3,674.91	6,000.00
Family Trust Grant		209,972.00	0
Embold Credit Union - \$1.74			
Merrill Lynch - \$9800.93			
Interest Income Total	3,000.00	9,802.67	15,000.00
Misc. Income		0	
Total Revenue	125,000.00	294,751.18	40,000.00
Expenses:			
Fundraising Expenses:			
Dinner Auction Expenses	25,000.00	28,733.81	0.00
Operating Expenses:			
Credit Card Fees			
Bank Service Charges	35	18.6	50
Other Operating Expenses	1,500.00	288.43	1500
Professional Fees Total	15,000.00	11,895.91	\$15,000.00
Accounting - \$5843.71			
Bookkeeping - \$6052.20			
Web Design			
Licenses & Permits	0	126	150
Print & Photocopy	0	108.56	150
Advertising/Promotion	150	0	150
Foundation Mission Expenses:			
Scholarships	6,000.00	4250	6000
AED Grants	5,000.00	4550	6000
Community Emergency Assistance	30,600.00	10,442.19	30,000.00
Emergency Radio Cab. - \$2583.00			
Emergency Apparatus Funds. - \$5059.19			
Fire Victim(s) - \$2800.00			
Operation Santa Claus	8,000.00	\$4,238.31	\$12,000.00
Community Support	20,000.00	\$7,800.00	20,000.00
Bloomin Boutique - \$3000.00			
OC Police - \$1500.00			
Meals on Wheels - \$2500.00			
NW Elite - \$800.00			
Community Medicine	10,000.00	10,000.00	10,000.00
Total Expenditures	121,285.00	82,451.81	101,000.00
NET	3,715.00	212,299.37	-61,000.00



CLACKAMAS FIRE DISTRICT

Here for you

Memo

To	Board of Directors
From	CFO Mark Whitaker and HRO Eric Wolke on behalf of Fire Chief Nick Browne
Date	June 17, 2024
Subject	Collective Bargaining Agreement – Local 1159 Battalion Chief Unit

Action Requested

Staff requests 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, 2024, through June 30, 2028.

Background

Clackamas Fire and Local 1159 have negotiated a successor agreement to the 2018 – 2021 collective bargaining agreement for the Battalion Chief Unit. A summary of the negotiations and changes to the contract is provided in the attachment. Local 1159’s Battalion Chief Unit ratified the agreement on May 23rd.

Budget Implications

The first year of the collective bargaining agreement includes a 4% cost of living adjustment for the Battalion Chief group. This matches the cost of living adjustment included in the FY 2024-25 budget.

Staff Recommendation

Staff recommend approval of the collective bargaining agreement between Clackamas Fire and the Local 1159 Battalion Chiefs.



CLACKAMAS FIRE DISTRICT

Here for you

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Summary of Collective Bargaining Activities with Battalion Chiefs of the IAFF Local 1159

Introduction:

The Clackamas Fire District engaged in collective bargaining with the Battalion Chiefs of the IAFF Local 1159 to negotiate a successor contract covering the period from July 1, 2024, to June 30, 2028. This summary provides an overview of the bargaining process, key changes agreed upon, and their implications.

Bargaining Timeline:

1. **Initial Meeting (February 20, 2024):** The District and the Union met to discuss the ground rules for the bargaining sessions.
2. **First Official Bargaining Session (March 11, 2024):** This meeting marked the start of the mandatory 150-day bargaining period under ORS 243.
3. **Subsequent Meetings:**
 - April 1, 2024
 - April 22, 2024
 - April 30, 2024
 - May 14, 2024 (Final Tentative Agreements Reached)

Bargaining Team Members:

- **For the Union:**
 - Sam McCullough, Battalion Chief
 - Tyson Lowther, Battalion Chief
 - Jason McKinnon, Battalion Chief
 - Greg Holland, Battalion Chief
- **For the District:**
 - Brent Olson, Division Chief
 - Kyle Olson, Division Chief
 - Mark Whitaker, Chief Financial Officer
 - Eric Wolke, Human Resource Officer

Contract Overview:

The current contract contains 21 articles. The following articles were opened and tentatively agreed upon:

1. **Article 2:** Definitions
2. **Article 6:** Seniority
3. **Article 7:** Discipline
4. **Article 8:** Grievance and Arbitration Procedure
5. **Article 9:** Civil Service
6. **Article 10:** Work Schedules
7. **Article 11:** Vacation and Holidays
8. **Article 12:** Extra-Work and Callback

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9. **Article 14:** Compensation
10. **Article 15:** Sick Leave
11. **Article 16:** Personal Days
12. **Article 18:** Medical, Dental & Life Insurance
13. **Article 19:** Deferred Compensation
14. **Article 21:** Duration

Proposed New Articles:

- **Call Board Rules** (no tentative agreement)
- **Personnel Records** (no tentative agreement)
- **Workback Rules** (District and Union will work jointly on District policy)

Summary of Changes and Explanations:

2. **Article 2: Definitions**

- **Change:** Renamed from "Miscellaneous" to "Definitions".
- **Explanation:** The changes to Article 2 clarify specific terms used in the contract. "Weekdays" now clearly means Monday through Thursday. If a holiday lands on a weekend, it will be observed on a weekday instead. "Calendar days" now includes every day of the month. The contract also defines who counts as an immediate family member and a household member, making it clear who is eligible for certain benefits and considerations. These changes are meant to eliminate any confusion and ensure everyone understands the terms of the agreement."

3. **Article 6: Seniority**

- **Change:** "For the purposes concerning layoff" and "Seniority, except for layoffs, will be based off time in promoted Battalion Chief position."
- **Explanation:** The changes to Article 6 clarify how seniority is determined for layoffs and other purposes. Seniority for layoffs is based on total service time with the District, while for other matters, it's based on time as a Battalion Chief.

4. **Article 7: Discipline**

- **Change:** Coaching and counseling was removed from 7.2 under "Disciplinary Action" to emphasize their non-disciplinary nature, as stated in 7.1.1; "The above disciplinary actions are guidelines and not mandatory procedures. The District retains the right to exercise discretion in how and when to apply these steps, or to decide not to apply them, in accordance with the employment relationship."; "After three (3) years without recurrence, the disciplinary action shall be removed upon request."
- **Explanation:** The changes to Article 7 clarify the distinction between coaching/counseling and formal discipline. Coaching and counseling are now explicitly stated to be non-disciplinary, meant to help employees improve, and cannot be contested through grievances. They were removed from the disciplinary actions list to avoid confusion.

The guidelines for disciplinary actions are flexible, allowing the District to decide how and when to use them based on the situation. Finally, if an employee has no further disciplinary issues for three years, they can ask to have the disciplinary action removed from their file, giving them a chance to clear their record and move forward positively.



5. **Article 8: Grievance and Arbitration Procedure**

- **Change:** Renamed from "Grievance Procedure" to "Grievance and Arbitration Procedure"; "Acts, omissions, applications, meaning and or interpretation of alleged violations."; "The District and the Union will resolve employee problems and complaints, or differences in the interpretation of the contract, by informal methods, if possible, prior to filing a grievance. Such informal methods may include, but are not limited to, collaborative problem-solving and informal, non-binding mediation. However, if the Union or an employee desires formal resolution of any grievance or dispute which arises concerning the application, meaning, or interpretation of this Agreement, such grievance shall be resolved under 8.2 of this Article.
- **Explanation:** The changes to Article 8 aim to improve how grievances are handled. First, the definition of a grievance is expanded to include not just violations but also acts, omissions, and interpretations of the contract, clarifying what issues can be formally addressed.

Secondly, the new language encourages resolving problems informally before filing a formal grievance. This includes methods like collaborative problem-solving and informal mediation, which can help settle disputes early and foster a more positive working relationship between the District and the Union.

6. **Article 9: Civil Service**

- **Change:** Article was bargained in good faith between both parties but current contract language prevailed.
- **Explanation:** N/A

7. **Article 10: Work Schedules**

- **Change:** The changes to Article 10 clarify the calculation of annual work hours for Shift Battalion Chiefs, resulting in 2,556.75 hours per year, and establish a 24-day work cycle with 15.22 dynamic workdays. A 12-month trial period starting July 1, 2024, will allow Shift Battalion Chiefs to select their Dynamic Workday (DWD) within each FLSA cycle, with flexibility becoming permanent if no significant impacts are noted. Staff Battalion Chiefs' annual hours are defined as 2,080. Provisions are included for handling District-initiated roster changes, ensuring employees do not exceed work hour limits or lose leave unfairly. The District will continue its participation in the Work After Retirement program according to PERS rules.
- **Explanation:** The changes to Article 10 clarify work schedules and hours for both Shift and Staff Battalion Chiefs. For Shift Battalion Chiefs, the calculation of total shifts and hours per year is now clearly defined, ensuring everyone understands their work expectations. The contract now specifies compliance with the Fair Labor Standards Act (FLSA) by establishing a 24-day work cycle.

A new trial period allows Shift Battalion Chiefs to choose their Dynamic Workday (DWD) within each FLSA cycle, giving them more control over their schedules. If successful, this flexibility will become permanent.

Finally, the District will continue the Work After Retirement program, and the District and Union will collaborate on the Workback policy, ensuring it aligns with PERS rules and District needs.

8. **Article 11: Vacation and Holidays**

- **Change:** Renamed from "Vacation" to "Vacation and Holidays"; The changes to Article 11 introduce specific conversion factors for vacation hours when Battalion Chiefs transition between 24-hour shift and 40-hour positions, ensuring accurate adjustments based on their



work schedules. If a shift Battalion Chief's converted vacation hours exceed the maximum balance upon moving to a 40-hour position, the excess can be placed in a holding account for future use, payout at separation, or with approval. Additionally, if a 40-hour Battalion Chief moves to a position with no return to shift work, the excess vacation hours can be sold into their 401A account. Removes 4 floating holidays from 40-hour Battalion Chiefs.

- **Explanation:** The changes to Article 11 ensure clarity and fairness in managing vacation time for Battalion Chiefs, whether they work 24-hour shifts or 40-hour weeks. When a Battalion Chief changes positions, their vacation hours are converted to match the new schedule using specific factors. If this conversion results in more vacation hours than allowed, the excess can be saved in a special account and used later or cashed out upon leaving the District.

For simplification, the agreement removes 4 staff floating holidays and instead adds them as personal days in Article 16. This is administratively easier because it combines two leave banks into one.

9. **Article 12: Extra-Work and Callback**

- **Change:** "40-hour Battalion"; "Or at an external agency at the rank of Battalion Chief or higher with completion of a task book."; "40-hour Battalion and Division."
- **Explanation:** The changes to Article 12 aim to clarify roles and improve flexibility. The term "40-hour Battalion" is added to clearly specify when the text is referring to Battalion Chiefs who work 40-hour weeks, as opposed to those who work shifts.

The inclusion of external agency experience allows candidates who have served as Battalion Chiefs or higher ranks in other agencies, and have completed a task book, to be considered for roles in the District. This broadens the pool of qualified candidates.

10. **Article 14: Compensation**

- **Change:** Effective July 1, 2024, the pay scale for Battalion Chiefs will start at \$150,670.06 with incremental increases at 3% above step 1 starting year 2 and 4% above step 2 starting year 7. From July 1, 2025, through January 1, 2028, Battalion Chief wages will receive periodic cost of living adjustments (COLA) ranging from 1% to 2%. Additionally, for January 1, 2028, wage increases will be tied to the annual growth in the District's net assessed valuation, with increments varying from 1% to 2.5% based on specific growth thresholds. The annual change in the District's net assessed valuation will be calculated using a specific formula based on Clackamas County's published data, with adjustments for factors such as annexations or temporary suspensions of urban renewal areas. The District will present these calculations and supporting documentation annually in November.
- **Explanation:** The changes to Article 14 establish a new pay scale for Battalion Chiefs effective July 1, 2024, with structured step increases over time and regular cost of living adjustments through January 1, 2028. Additionally, the January 1, 2028, wage increase will be tied to the District's net assessed valuation growth, ensuring that the pay adjustment reflects the financial health of the District. This approach aims to provide fair and predictable compensation while aligning salary growth with the District's economic conditions.

11. **Article 15: Sick Leave**

- **Change:** Effective July 1, 2024, Battalion Chiefs with less than 1280 hours of sick leave will accrue sick leave at 12 hours per month, while those with 1280 hours or more will accrue at 10 hours per month, regardless if their balance later drops below 1280 hours. Starting July 1, 2027, all Battalion Chiefs will accrue sick leave at a uniform rate of 10 hours per month. Sick leave is to



be used for health-related absences and caring for sick family members, with an emphasis on responsible usage and proper notification. Employees in the Oregon PERS with more than 1280 hours of sick leave can sell back up to 250 hours annually at 80% of their regular rate, with proceeds going into their 401(a) accounts. Upon retirement, sick leave balances are paid out at varying rates, with no payment for balances above 1400 hours, encouraging annual sell-back.

- **Explanation:** Starting July 1, 2024, Battalion Chiefs with fewer than 1280 hours of sick leave will earn 12 hours of sick leave each month until they reach 1280 hours, after which they will earn 10 hours per month. From July 1, 2027, all Battalion Chiefs will earn 10 hours of sick leave per month. Sick leave should be used for health issues or caring for sick family members, and employees must notify the District properly and provide medical documentation if needed. Employees with over 1280 hours of sick leave can sell back up to 250 hours each year at 80% of their hourly rate. At retirement, employees will receive payment for their sick leave balance, with higher rates for more hours, but no payment for hours above 1400, encouraging them to manage their sick leave through annual sell-back.

11. **Article 16: Personal Days**

- **Change:** 40-hour Battalion Chiefs will be allowed eight (8) personal days per fiscal year.
- **Explanation:** This is an increase of 4 personal days per fiscal year, offset by the elimination of 4 floating holidays in Article 11.

12. **Article 18: Medical, Dental & Life Insurance**

- **Change:** The District will pay the medical, dental, and vision premiums in their entirety; Battalion Chiefs may waive medical and dental coverage and receive a contribution to the employee's PEHP account of \$450.00 per month; If the Health Trust is discontinued, the parties agree to re-open this Article and negotiate an alternative method of providing 1% of base wages to bargaining unit employees' deferred compensation. As necessary, the District will update the Union on proposals to discontinue The Health Trust; the employer shall continue to provide \$30,000 of term life insurance, which will cover on or off the job deaths; effective July 1, 2024, one Battalion Chief and one administrative representative will be on the Insurance Committee to keep the split 50/50.
- **Explanation:** Consistent with current practice, the District will pay for all medical, dental, and vision insurance premiums for employees and contribute to their post-employment health plans (PEHP). If the current Health Trust program ends, the District and the Union will work together to find a new way to provide 1% of employees' base wages to their deferred compensation plans. The District will inform the Union of any plans to end the Health Trust. Additionally, the District will continue offering \$30,000 in life insurance for employees, covering any cause of death. Starting July 1, 2024, both a Battalion Chief and an administrative representative will be added to the Insurance Committee to ensure fair representation.

13. **Article 19: Deferred Compensation**

- **Change:** The District will pay into the Battalion Chiefs 401(a) account a matching contribution, dollar for dollar, up to 5 percent of base salary per month (based on employee deferred compensation contributions.); the District will contribute to each member's 401A account in the form of 3% of PERS compensable wages each pay period.
- **Explanation:** The changes in this article clean up language to remove references to prior contribution rates. Contribution rates to Battalion Chief's deferred compensation accounts remain the same as the prior collective bargaining agreement.



14. **Article 21: Duration**

- **Change:** From 3 to 4-year contract – July 1, 2024, to June 30, 2028.
- **Explanation:** N/A

Conclusion:

The bargaining process was conducted professionally and collaboratively, resulting in a contract that balances the needs of both the District and the Union. The changes made reflect a commitment to clarity, fairness, and the well-being of all parties involved. The unanimous ratification by the Battalion Chiefs underscores the effectiveness of the negotiations and the mutual respect achieved.

The attached blackline document highlights all changes in bold and underline for your detailed review. We recommend the Board approve the new contract to ensure continued harmony and operational efficiency within the Clackamas Fire District.

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, 2024
TO
JUNE 30, 2028

PREAMBLE

This agreement is entered into as of July 1, **2024**, 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 – DEFINITIONS

- 2.1 **For the purposes of this agreement, “weekdays” refers to Monday through Thursday.** When an action is to be taken under this agreement within a certain number of weekdays, the time period will be extended by any **observed** holidays that fall on a weekday within that period.
- 2.2 **For the purposes of this agreement, “calendar days” refers to all days in the month including weekdays, weekends, and holidays.**
- 2.3 **Definition of Immediate Family Member. Employee’s parents, spouse, children, foster children, brother, sister, grandparents, grandchildren, father-in-law, mother-in-law, son-in-law, or daughter-in-law, or other persons as defined in state law.**
- 2.4 **Definition of a Household Member. A person who lives in the same house or**

residence as the employee.

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, **Assistant** 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 employer's 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 for purposes concerning layoff means an 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. **Seniority, except for layoffs, will be based off time in promoted Battalion Chief position.**
- 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 **Division** 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.
- 7.1.1 Coaching and counseling are integral tools for employee development and are distinctly non-disciplinary in nature. These proactive measures are designed to provide guidance and support to employees, helping them understand and meet organizational expectations. It's important to clarify that while coaching and counseling are critical for performance improvement and professional growth, they do not constitute formal discipline, and, as such, are not subject to the grievance process. This distinction ensures that these processes are perceived and utilized as constructive feedback mechanisms, fostering a positive work environment conducive to personal and professional development.**
- 7.2 Disciplinary action may include, but is not limited to the following:
- a.** Oral reprimand
 - b.** Written reprimand
 - c.** Suspension without pay
 - d.** Demotion

e. Discharge

The above disciplinary actions are guidelines and not mandatory procedures. The District retains the right to exercise discretion in how and when to apply these steps, or to decide not to apply them, in accordance with the employment relationship. 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. **After three (3) years without recurrence, the disciplinary action shall be removed upon request.**
- 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 AND ARBITRATION PROCEDURE

- 8.1 A grievance is defined as **acts, omissions, applications, meaning and or interpretation of alleged violations** 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.
- 8.1.1 The District and the Union will resolve employee problems and complaints, or differences in the interpretation of the contract, by informal methods if possible, prior to filing a grievance. Such informal methods may include, but are not limited to, collaborative problem-solving and informal, non-binding mediation. However, if the Union or an employee desires formal resolution of any grievance or dispute which arises concerning the application, meaning, or interpretation of this Agreement, such grievance shall be resolved under 8.2 of this Article.**
- 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 **Division** 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 **Division** Chief have not reached agreement within ten (10) **weekdays** the matter is referred to the Fire Chief.

Step 2: If the grievant and Fire Chief have not reached agreement within ten (10) **weekdays**, 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) **weekdays** 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) **weekdays** 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 shifts in** a four-platoon system.

Total hours per year for Shift Battalion Chiefs is calculated as follows: 365.25 calendar days divided by four shifts equals 91.31 shifts per year, plus a dynamic workday each 24th calendar day equals an additional 15.22 shifts per year (365.25 days divided by 24 days equals 15.22 dynamic workdays), resulting in 106.53 shifts per year. A total of 106.53 shifts per year multiplied by 24 hours equals 2,556.75 hours per year.

- 10.2 **Shift Battalion Chiefs have a twenty-four (24) day work cycle as provided in Section 207(k) of the Fair Labor Standards Action. Shift Battalion Chiefs have**

fifteen (15.22) dynamic workdays scheduled per annual year.

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.

10.2.1 Effective 07/01/24, a 12-month trial period will take place where Shift Battalion Chiefs will have the flexibility to pick their DWD within a FLSA cycle. If the trial period is successful (it does not create a financial, administrative, or operational impact on the District) as determined by BC Shop Steward and AC of Emergency Services, then the DWD flexibility will remain in the contract on 07/01/25.

- a. Shift Battalion Chiefs will designate one (1) shift within each FLSA period as DWD.**
- b. Shift Battalion Chiefs will notify another BC via email to designate a shift as a DWD shift in Telestaff within the FLSA cycle.**
- c. Battalion Chiefs will not designate multiple dynamic days in a FLSA period so that their total regular hours exceed the FLSA cap. (1 DWD per FLSA cycle)**
- d. In the event a Battalion Chief does not designate one of their shifts within the FLSA cycle as a DWD, 24 hours will be deducted from their vacation bank.**
- e. Protected holidays will be filled in accordance with the 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. **Total hours per year for Staff Battalion Chiefs is 2,080 hours: 40 hours per week time 52 weeks per year.**

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, **not including dynamic workdays**, will receive time and one half (1 ½) 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, **not including dynamic workdays**, 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. **The above does not apply to dynamic workdays.**

In the event that a District-initiated roster change puts two (2) dynamic workdays in the same FLSA period, the affected employee will have the option of taking one of the two dynamic workdays off at no charge to the employee's leave bank or working the dynamic workday as a call shift.

Any roster changes that result in seventy-two (72) hours in a row will be assessed on a case-by-case basis using a combination of the above-mentioned practices.

- 10.7 The District will continue to participate in the Work After Retirement program, as allowed by PERS rules and detailed in District policy.**

ARTICLE 11 - VACATION

- 11.1 **40-hour** 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.

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

If a Battalion Chief moves from a 24-hour shift position to a 40-hour Battalion Chief position, a conversion will be applied to the employee's vacation bank upon entry to that assignment, unless the assignment is 6 months or less. The inverse will be applied to 40-hour Battalion Chiefs moving to a 24-hour shift position. The conversion factors will be based on annual scheduled work hours: the conversion factor for the 24-hour to 40-hour transition will be 0.8135 (2,080 hours/2556.75 hours). The conversion factor for the 40-hour to 24-hour transition will be 1.2292 (2556.75 hours/2,080 hours).

When a shift Battalion Chief moves to a 40-hour Battalion Chief position, if the converted vacation total is in excess of the maximum vacation balance, then the employee may immediately elect to have the excess amount transferred to a separate vacation holding account. This additional time will not be used or lost for the duration of the 40-hour assignment and can only be used upon transfer back to a 24-hour shift position, for payout at separation, or upon approval from the Fire Chief or their designee. In the event a 40-hour Battalion Chief accepts a position that no longer allows to move back to a 24-hour shift position, the hours in vacation holding account can be sold into their 401A.

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.

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 employee's retirement and consist of a maximum of 800 hours accrued vacation **plus any balance in the vacation holding account for 40-hour** Battalion Chiefs and 1,120 hours 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).
- In the absence of a final written notice of retirement, an employee's final vacation balance up to the maximum accrual will be cashed out upon separation.**
- 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 **40-hour** 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

ARTICLE 12 - EXTRA-WORK AND CALLBACK

12.1 All shift Battalion Chiefs, **40-hour Battalion** Chiefs, and Chief Officers (Division) that meet the following criteria shall be eligible for participation in operational shift replacement.

- a. The Chief must be at least the rank of Battalion Chief or greater; and,
- b. The Chief must have worked as an operational Battalion Chief at the District on a full-time basis **or at an external agency at rank of Battalion Chief or higher with completion of a taskbook**; and,
- c. The Chief must meet all "fit for duty" requirements as a Shift Battalion Chief; and,
- d. The Union recognizes that certain Chiefs may not be represented by the Union due to their rank, however, 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 **40-hour Battalion and Division** Chiefs may work operational replacement shifts that occur during their normal workday. 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 half the member's normal rate except as noted in 12.3 above.

- 12.5 Shift and **40-hour** 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 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. **The assignment as a floater will work a schedule that is mutually agreed upon by the Union and the Fire District.**

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". **Effective July 1, 2024, the pay scale for Battalion Chiefs will be as follows:**

- a. **Step 1 Battalion Chief will be \$150,670.06**
- b. **Starting year 2, step 2 will be 3% above step 1**
- c. **Starting year 7, step 3 will be 4% above step 2**

- 14.2 **Effective July 1st, 2025, the Battalion Chief classification wages will increase by a 2% cost of living adjustment.**

Effective January 1st, 2026, the Battalion Chief classification wages will increase by a 1.5% cost of living adjustment.

Effective July 1st, 2026, the Battalion Chief classification wages will increase by a 2% cost of living adjustment.

Effective January 1st, 2027, the Battalion Chief classification wages will increase by a 1.5% cost of living adjustment.

Effective July 1st, 2027, the Battalion Chief classification wages will increase by a 1% cost of living adjustment.

Effective January 1st, 2028, the Battalion Chief classification wages will increase as follows:

- a. If annual growth in the District's net assessed valuation is less than or equal to 4.0%, then wages will increase by 1.0%.
- b. If annual growth in the District's net assessed valuation is greater than 4.0% and less than or equal to 5.0%, then wages will increase by 1.5%.
- c. If annual growth in the District's net assessed valuation is greater than 5.0%, then wages will increase by 2.5%.

14.3 Determination of the annual change in the District's net assessed valuation will be based on Table 4a for the District's permanent tax rate of \$2.4012 as published by Clackamas County. The assessed value will appear on line 17 (Value to Compute the Tax Rate) each year. The District, with notice to the Union, will adjust the net assessed valuation from the amount shown on line 17 in the event of assessed value changes that do not result in new, ongoing revenue, such as annexations, mergers, or temporary suspensions of urban renewal areas.

The percentage change will be calculated using the formula:

$$\underline{[(\text{Current Year Value} - \text{Prior Year Value}) / \text{Prior Year Value}] \times 100}$$

For example, the calculation for the annual change from Tax Year 2021-22 to Tax Year 2022-23 would have been:

$$\underline{[(\$26,339,671,848 - \$25,328,313,143) / \$25,328,313,143] \times 100 = 3.99\%}$$

The District will present the calculated value and supporting documentation in November after the County publishes assessed values.

- 14.4 **40-hour** Battalion Chiefs will receive an additional 6% incentive 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 year (per Article 10 and current appendices) equals the hourly wage for Battalion Chiefs.

ARTICLE 15 - SICK LEAVE

- 15.1 **Effective July 1st, 2024, Battalion Chiefs below 1280 hours in their sick leave bank shall accrue sick leave at the rate of 12 hours per month until 1280 hours are reached. Battalion Chiefs at or above 1280 hours shall accrue sick leave at the rate of 10 hours per month. Once the 1280 hours threshold is met, even if the individual drops back below the 1280 threshold, the Battalion Chief will continue to accrue at 10 hours per month. Effective July 1, 2027, all Battalion Chiefs shall accrue sick leave at the rate of 10 hours per month.** The accrual limit is equivalent to one year scheduled working hours for both Shift Battalion Chiefs and 40-hour 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 **Employees who have earned sick leave shall be eligible for sick leave for any period of absence from employment which is due to the employee's illness, bodily injury, disability resulting from pregnancy, necessity for medical or dental care, exposure to contagious disease, attendance upon a member of the immediate family or household member where the employee's presence is required because of injury or illness. The employee has the responsibility to make arrangements, within a reasonable period of time for the care of the ill or injured immediate family or household member.**

Sick leave is designed for employees to use when they are unable to perform their work duties due to health reasons, including physical illness, injury, mental health needs, medical appointments, or caring for a sick or injured family member. Eligible employees, as defined by District policies and applicable laws, are encouraged to responsibly utilize sick leave to ensure their own well-being, recuperate from injuries, and prevent the spread of illness within the workplace. It is expected that employees provide timely notification in accordance with established procedures, and, when required, submit appropriate medical documentation. Sick leave is intended to support employees in maintaining their health and recovering from injuries without the financial burden of lost wages, thereby promoting a healthy, productive work environment. It is not to be used for non-medical reasons, ensuring that the sick leave is preserved for genuine health-related absences.

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. **40-hour** 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 **40-hour** Battalion Chief will not be charged to sick leave. Additional time off may be approved by the Fire Chief **or designee** on a limited, case-by-case basis.

15.5 For Shift Battalion Chiefs, effective July 1st, 2019, the District will provide one (1) twenty-four (24) hour shift of Health and Wellness leave each fiscal year. **The** 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.

15.6 Sick Leave Incentive: Represented employees in Oregon Public Employees Retirement System (PERS) will have the option to sell back hours in their sick leave accrual bank each year when their sick leave balance is more than 1280 hours. Each hour sold back during the annual sell back process will be 80% of the employee's regular hourly rate. Each hour sold back will reduce the employee's sick leave accrual bank by an hour.

Each year, the District will provide a list of current sick leave balances as of November 1st. Employees will have until November 30th each year to express their intent to sell back their sick leave up to a maximum of 250 hours. Payment for the employee's sold back hours will be deposited into their 401(a) account. If the employee's sick leave accrual bank is less than 1280 hours the employee is not eligible to sell any sick leave back except upon retirement as outlined below.

Annual payments will occur the first payday in December. For each annual payment employees may elect to sell back a maximum of 250 hours from their sick leave bank in excess of 1280 hours as of November 1. Employees may not sell back hours that would reduce their bank below 1280 hours.

Upon retirement of represented employees in the Oregon Public Employees Retirement System (PERS), the District will provide payment for the employee's sick leave balance as follows:

- **For the first 600 hours in their final sick leave bank, employees will receive payment for each hour at 40% of the employee's regular hourly rate at retirement.**

- For the next 600 hours in their final sick leave bank, employees will receive payment for each hour at 60% of the employee's regular hourly rate at retirement.
- For any sick leave hours between 1,200 hours and 1,400 hours in their final sick leave bank, employees will receive payment for each hour at 80% of the employee's regular hourly rate at retirement.

The District will not provide payment for any hours in the employee's sick leave bank above 1,400 hours at retirement, under the expectation that employees will manage their sick leave balances utilizing the annual sell back process described above.

It is understood that Oregon PERS members who are Tier 1 & 2 who participate in the sell back will lose hour for hour from their PERS sick leave bank affecting their final PERS calculation.

ARTICLE 16 - PERSONAL DAYS

- 16.1 Shift Battalion Chiefs will be allowed 3 personal days per fiscal year. **40-hour** Battalion Chiefs will be allowed **eight (8)** personal days per fiscal year.

Personal days may not be banked, 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 pay the medical, dental, and vision premiums in their entirety.** Medical and dental coverage will be provided through a sole carrier to be determined annually after researched and recommended by the Insurance Committee.
- 18.2 Battalion Chiefs may waive medical and dental coverage and receive **a contribution to the employee's PEHP account** of \$450.00 per month. If the member chooses to waive medical and retain dental coverage the **contribution** will be \$350.00 per month. If the employee chooses to waive dental only the **contribution** 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.
- 18.5 **The** District will contribute an amount equal to 1% of base wages to a retirement trust account **(the Health Trust).**

In the event that the Health Trust is discontinued, the parties agree to re-open this Article and negotiate an alternative method of providing 1% of base wages to bargaining unit employees' deferred compensation. As necessary, the District will update the Union on proposals to discontinue The Health Trust.

- 18.6 The employer shall continue to provide \$30,000 of term life insurance, which will cover on or off the job deaths.**
- 18.7 Effective July 1, 2024, one Battalion Chief and one administrative representative will be on the Insurance Committee to keep the split 50/50.**

ARTICLE 19 - DEFERRED COMPENSATION

- 19.1 **The** District will pay into the Battalion Chiefs 401(a) account a matching contribution, dollar for dollar, up to 5 percent of base salary per month (based on employee deferred compensation contributions.)
- 19.2 The District will make a contribution to each member's 401A account in the form of 3% 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.

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, **2024**, and it shall expire on June 30, **2028**. It shall remain in full effect until a successor agreement is reached.
- 21.2 The Union shall **submit to** the District prior to December 31, **2027, a demand to bargain** in writing its intentions to negotiate a successor agreement.

Clackamas Fire District #1

IAFF 1159 Wage Scales

Effective July 1, 2024 - June 30, 2025

Grade	Classification/Title	Footnote	Step 1	Step 2	Step 3
Battalion Chief					
	Battalion Chief - Shift	1 Hourly	\$58.93	\$60.70	\$63.13
		Overtime	\$88.40	\$91.05	\$94.69
		3 OT Shift Rate (24 hours)	\$2,121.49	\$2,185.14	\$2,272.54
		Semi-Monthly	\$6,277.92	\$6,466.26	\$6,724.91
		Annually	\$150,670.06	\$155,190.16	\$161,397.77
	Battalion Chief - 40 Hour	2 Hourly	\$76.78	\$79.09	\$82.25
		Overtime	\$115.18	\$118.63	\$123.38
		OT Rep Shift Rate (24 hours)	\$2,764.22	\$2,847.14	\$2,961.03
		Semi-Monthly	\$6,654.59	\$6,854.23	\$7,128.40
		Annually	\$159,710.26	\$164,501.57	\$171,081.63

Footnotes:

- 1 D-shift schedule
- 2 40 hour schedule
- 3 Overtime shift rate - time and a half

Formula

The following factors were used to calculate rates:

Total days per year	365.25
Average Shifts	91.31
Dynamic Days	15.22
Shifts/year worked	106.53
Total hour worked/year	2556.75
Standard hours per pay period	106.53
40-Hour Annual Hours	2080

Clackamas Fire District #1

IAFF 1159 Wage Scales

Effective July 1, 2025 - December 31, 2025

Grade	Classification/Title	Footnote	Step 1	Step 2	Step 3
Battalion Chief					
	Battalion Chief - Shift	1 Hourly	\$60.11	\$61.91	\$64.39
		Overtime	\$90.16	\$92.87	\$96.58
		3 OT Shift Rate (24 hours)	\$2,163.92	\$2,228.84	\$2,317.99
		Semi-Monthly	\$6,403.48	\$6,595.58	\$6,859.41
		Annually	\$153,683.46	\$158,293.97	\$164,625.72
	Battalion Chief - 40 Hour	2 Hourly	\$78.32	\$80.67	\$83.90
		Overtime	\$117.48	\$121.00	\$125.84
		OT Rep Shift Rate (24 hours)	\$2,819.50	\$2,904.09	\$3,020.25
		Semi-Monthly	\$6,787.69	\$6,991.32	\$7,270.97
		Annually	\$162,904.47	\$167,791.60	\$174,503.27

Footnotes:

- 1 D-shift schedule
- 2 40 hour schedule
- 3 Overtime shift rate - time and a half

Formula

The following factors were used to calculate rates:

Total days per year	365.25
Average Shifts	91.31
Dynamic Days	15.22
Shifts/year worked	106.53
Total hour worked/year	2556.75
Standard hours per pay period	106.53
40-Hour Annual Hours	2080

Clackamas Fire District #1

IAFF 1159 Wage Scales

Effective January 1, 2026 - June 30, 2026

Grade	Classification/Title	Footnote	Step 1	Step 2	Step 3
Battalion Chief					
	Battalion Chief - Shift	1 Hourly	\$61.01	\$62.84	\$65.35
		Overtime	\$91.52	\$94.26	\$98.03
		3 OT Shift Rate (24 hours)	\$2,196.38	\$2,262.27	\$2,352.76
		Semi-Monthly	\$6,499.53	\$6,694.52	\$6,962.30
		Annually	\$155,988.71	\$160,668.37	\$167,095.11
	Battalion Chief - 40 Hour	2 Hourly	\$79.49	\$81.88	\$85.15
		Overtime	\$119.24	\$122.82	\$127.73
		OT Rep Shift Rate (24 hours)	\$2,861.79	\$2,947.65	\$3,065.55
		Semi-Monthly	\$6,889.50	\$7,096.19	\$7,380.03
		Annually	\$165,348.03	\$170,308.48	\$177,120.81

Footnotes:	Formula
1 D-shift schedule	The following factors were used to calculate rates:
2 40 hour schedule	Total days per year 365.25
3 Overtime shift rate - time and a half	Average Shifts 91.31
	Dynamic Days 15.22
	Shifts/year worked 106.53
	Total hour worked/year 2556.75
	Standard hours per pay period 106.53
	40-Hour Annual Hours 2080

Clackamas Fire District #1

IAFF 1159 Wage Scales

Effective July 1, 2026 - December 31, 2026

Grade	Classification/Title	Footnote	Step 1	Step 2	Step 3
Battalion Chief					
	Battalion Chief - Shift	1 Hourly	\$62.23	\$64.10	\$66.66
		Overtime	\$93.35	\$96.15	\$99.99
		3 OT Shift Rate (24 hours)	\$2,240.31	\$2,307.52	\$2,399.82
		Semi-Monthly	\$6,629.52	\$6,828.41	\$7,101.54
		Annually	\$159,108.48	\$163,881.74	\$170,437.01
	Battalion Chief - 40 Hour	2 Hourly	\$81.08	\$83.52	\$86.86
		Overtime	\$121.63	\$125.27	\$130.29
		OT Rep Shift Rate (24 hours)	\$2,919.03	\$3,006.60	\$3,126.86
		Semi-Monthly	\$7,027.29	\$7,238.11	\$7,527.63
		Annually	\$168,654.99	\$173,714.64	\$180,663.23

Footnotes:

- 1 D-shift schedule
- 2 40 hour schedule
- 3 Overtime shift rate - time and a half

Formula

The following factors were used to calculate rates:

Total days per year	365.25
Average Shifts	91.31
Dynamic Days	15.22
Shifts/year worked	106.53
Total hour worked/year	2556.75
Standard hours per pay period	106.53
40-Hour Annual Hours	2080

Clackamas Fire District #1

IAFF 1159 Wage Scales

Effective January 1, 2027 - June 30, 2027

Grade	Classification/Title	Footnote	Step 1	Step 2	Step 3
Battalion Chief					
	Battalion Chief - Shift	1 Hourly	\$63.16	\$65.06	\$67.66
		Overtime	\$94.75	\$97.59	\$101.49
		3 OT Shift Rate (24 hours)	\$2,273.91	\$2,342.13	\$2,435.81
		Semi-Monthly	\$6,728.96	\$6,930.83	\$7,208.07
		Annually	\$161,495.12	\$166,339.97	\$172,993.57
	Battalion Chief - 40 Hour	2 Hourly	\$82.30	\$84.77	\$88.16
		Overtime	\$123.45	\$127.15	\$132.24
		OT Rep Shift Rate (24 hours)	\$2,962.81	\$3,051.70	\$3,173.77
		Semi-Monthly	\$7,132.70	\$7,346.68	\$7,640.55
		Annually	\$171,184.82	\$176,320.37	\$183,373.18

Footnotes:

- 1 D-shift schedule
- 2 40 hour schedule
- 3 Overtime shift rate - time and a half

Formula

The following factors were used to calculate rates:

Total days per year	365.25
Average Shifts	91.31
Dynamic Days	15.22
Shifts/year worked	106.53
Total hour worked/year	2556.75
Standard hours per pay period	106.53
40-Hour Annual Hours	2080

Clackamas Fire District #1

IAFF 1159 Wage Scales

Effective July 1, 2027 - Decemeber, 2027

Grade	Classification/Title	Footnote	Step 1	Step 2	Step 3
Battalion Chief					
	Battaltion Chief - Shift	1 Hourly	\$63.80	\$65.71	\$68.34
		Overtime	\$95.69	\$98.56	\$102.51
		3 OT Shift Rate (24 hours)	\$2,296.65	\$2,365.55	\$2,460.17
		Semi-Monthly	\$6,796.25	\$7,000.14	\$7,280.15
		Annually	\$163,110.06	\$168,003.36	\$174,723.50
	Battalion Chief - 40 Hour	2 Hourly	\$83.12	\$85.62	\$89.04
		Overtime	\$124.69	\$128.43	\$133.56
		OT Rep Shift Rate (24 hours)	\$2,992.44	\$3,082.22	\$3,205.50
		Semi-Monthly	\$7,204.03	\$7,420.15	\$7,716.95
		Annually	\$172,896.66	\$178,083.56	\$185,206.91

Footnotes:

- 1 D-shift schedule
- 2 40 hour schedule
- 3 Overtime shift rate - time and a half

Formula

The following factors were used to calculate rates:

Total days per year	365.25
Average Shifts	91.31
Dynamic Days	15.22
Shifts/year worked	106.53
Total hour worked/year	2556.75
Standard hours per pay period	106.53
40-Hour Annual Hours	2080

Clackamas Fire District #1

IAFF 1159 Wage Scales

Effective January 1, 2028 if AV ≤ 4%

Grade	Classification/Title	Footnote	Step 1	Step 2	Step 3
Battalion Chief					
	Battalion Chief - Shift	1 Hourly	\$64.43	\$66.37	\$69.02
		Overtime	\$96.65	\$99.55	\$103.53
		3 OT Shift Rate (24 hours)	\$2,319.62	\$2,389.21	\$2,484.77
		Semi-Monthly	\$6,864.22	\$7,070.14	\$7,352.95
		Annually	\$164,741.17	\$169,683.41	\$176,470.74
	Battalion Chief - 40 Hour	2 Hourly	\$83.95	\$86.47	\$89.93
		Overtime	\$125.93	\$129.71	\$134.90
		OT Rep Shift Rate (24 hours)	\$3,022.37	\$3,113.04	\$3,237.56
		Semi-Monthly	\$7,276.07	\$7,494.35	\$7,794.12
		Annually	\$174,625.64	\$179,864.41	\$187,058.99

Footnotes:

- 1 D-shift schedule
- 2 40 hour schedule
- 3 Overtime shift rate - time and a half

Formula

The following factors were used to calculate rates:

Total days per year	365.25
Average Shifts	91.31
Dynamic Days	15.22
Shifts/year worked	106.53
Total hour worked/year	2556.75
Standard hours per pay period	106.53
40-Hour Annual Hours	2080

Clackamas Fire District #1

IAFF 1159 Wage Scales

Effective January 1, 2028 if AV 4%-5%

Grade	Classification/Title	Footnote	Step 1	Step 2	Step 3
Battalion Chief					
	Battalion Chief - Shift	1 Hourly	\$64.75	\$66.70	\$69.36
		Overtime	\$97.13	\$100.04	\$104.04
		3 OT Shift Rate (24 hours)	\$2,331.10	\$2,401.03	\$2,497.08
		Semi-Monthly	\$6,898.20	\$7,105.14	\$7,389.35
		Annually	\$165,556.72	\$170,523.42	\$177,344.36
	Battalion Chief - 40 Hour	2 Hourly	\$84.37	\$86.90	\$90.38
		Overtime	\$126.56	\$130.35	\$135.57
		OT Rep Shift Rate (24 hours)	\$3,037.33	\$3,128.45	\$3,253.59
		Semi-Monthly	\$7,312.09	\$7,531.45	\$7,832.71
		Annually	\$175,490.12	\$180,754.83	\$187,985.02

Footnotes:

- 1 D-shift schedule
- 2 40 hour schedule
- 3 Overtime shift rate - time and a half

Formula

The following factors were used to calculate rates:

Total days per year	365.25
Average Shifts	91.31
Dynamic Days	15.22
Shifts/year worked	106.53
Total hour worked/year	2556.75
Standard hours per pay period	106.53
40-Hour Annual Hours	2080

Clackamas Fire District #1

IAFF 1159 Wage Scales

Effective January 1, 2028 if AV ≥ 5%

Grade	Classification/Title	Footnote	Step 1	Step 2	Step 3
Battalion Chief					
	Battalion Chief - Shift	1 Hourly	\$65.39	\$67.35	\$70.05
		Overtime	\$98.09	\$101.03	\$105.07
		3 OT Shift Rate (24 hours)	\$2,354.07	\$2,424.69	\$2,521.68
		Semi-Monthly	\$6,966.16	\$7,175.14	\$7,462.15
		Annually	\$167,187.82	\$172,203.46	\$179,091.59
	Battalion Chief - 40 Hour	2 Hourly	\$85.20	\$87.76	\$91.27
		Overtime	\$127.80	\$131.64	\$136.90
		OT Rep Shift Rate (24 hours)	\$3,067.25	\$3,159.27	\$3,285.64
		Semi-Monthly	\$7,384.13	\$7,605.65	\$7,909.88
		Annually	\$177,219.09	\$182,535.66	\$189,837.09

Footnotes:	Formula
1 D-shift schedule	The following factors were used to calculate rates:
2 40 hour schedule	Total days per year 365.25
3 Overtime shift rate - time and a half	Average Shifts 91.31
	Dynamic Days 15.22
	Shifts/year worked 106.53
	Total hour worked/year 2556.75
	Standard hours per pay period 106.53
	40-Hour Annual Hours 2080

FIRE CHIEF'S REPORT

MAY 2024



Virtual Training



St. 16 captured northern lights



Extrication Training

Highlights

- Applications are being accepted for the Fire Explorer Program. This program was closed during COVID and has been reinstated.
- Technology is changing the way we train. Virtual training is coming to CFD.
- Station 10 had an Open House May 4. Citizens were able to drop off yard debris and the Community Services Division handed out brochures on protecting homes from wildfires.
- Kudos to Bud's Towing for providing CFD with vehicles for training in extrication and other technical rescue scenarios.
- Five volunteer firefighters were extended a conditional offers of employment. The academy will begin in Fall of 2024.
- CFD is gearing up for the wildfire season. Wildfire protection is one of the pledges promised the public in 2023. On May 29 CFD participated in its first Wildfire Preparedness event at the Oregon City library.
- A recruiting process for lateral apparatus operators was pushed outside CFD, due to a shortage of drivers.
- BC Tony Cordie retired with 40 years of fire service. He is one of the last working Milwaukie Fire Protection District #56 employees.
- The Fire Marshal's Office was busy in May investigating 22 fires.

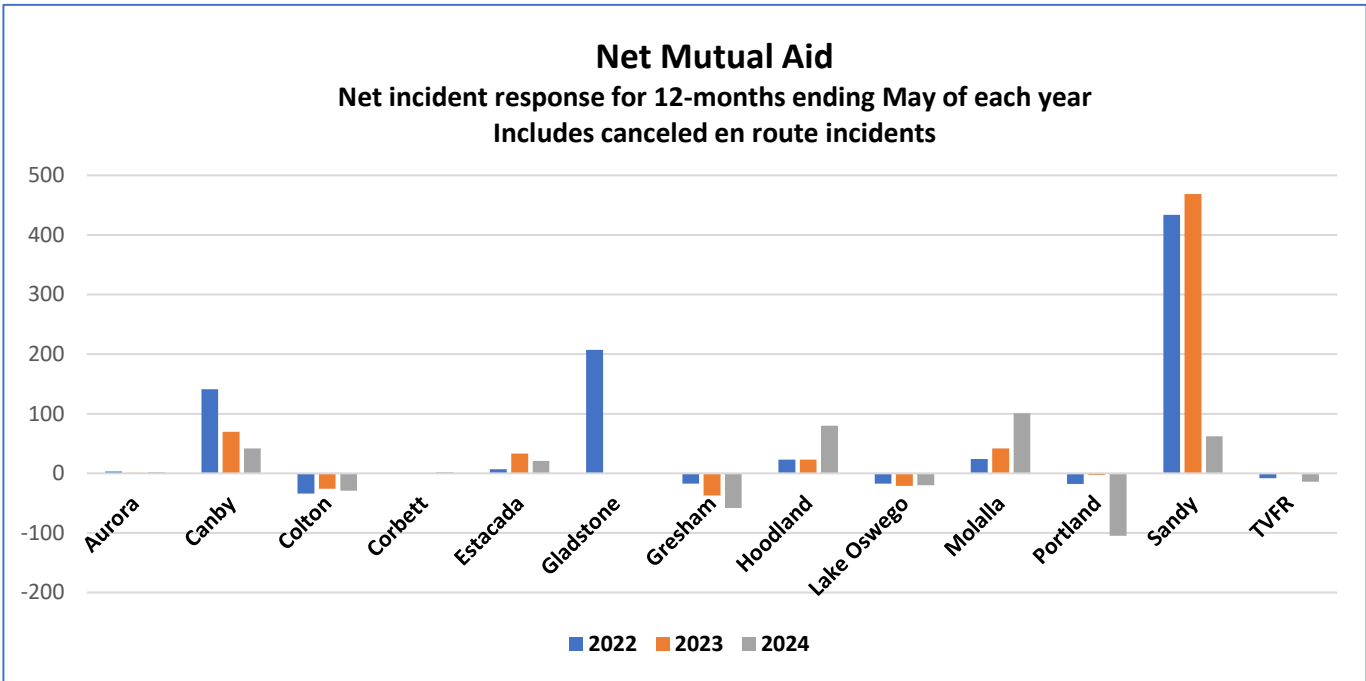
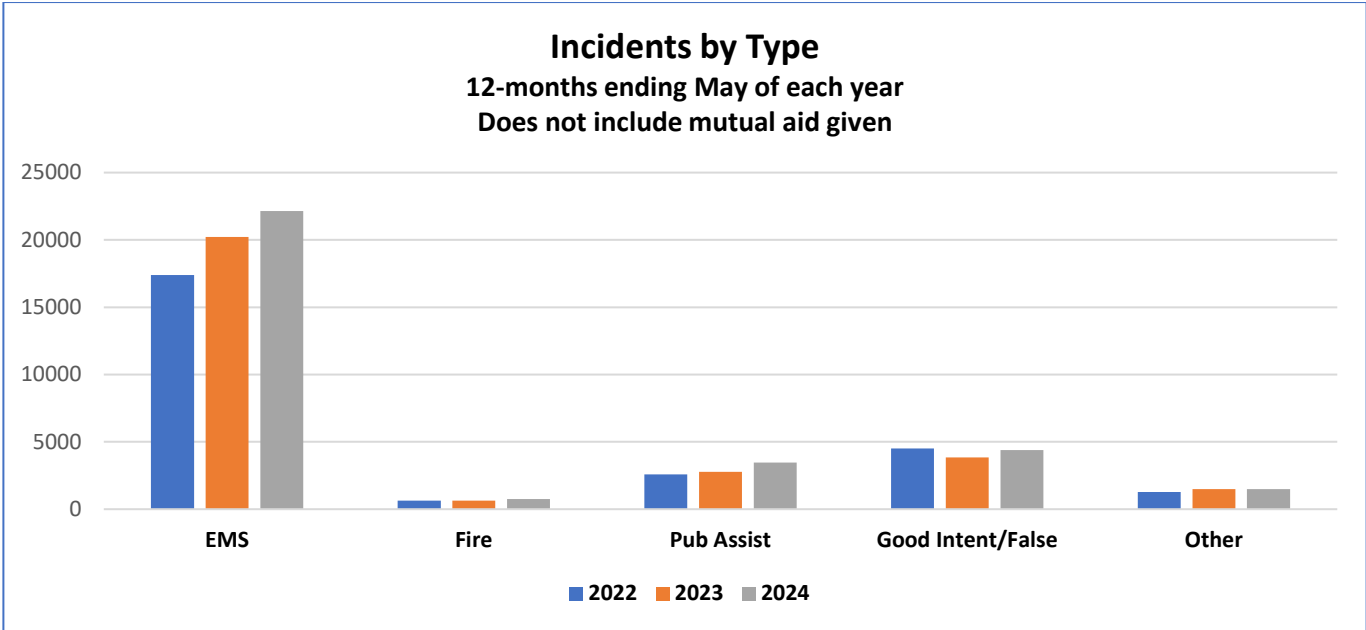
Notable Calls

May 11 Crews responded to a well-developed fire in a residence on S Lower Highland Road. E310 and WT310 arrived first and put a stop to the fire's progression, allowing for other crews to search. The fire was under control 41 minutes after arrival.

May 17 The East Battalion responded to a shop fire on Ten Eyck Road. E371 arrived and sized up a metal clad pole barn fully involved and partially collapsed with exposures. The incident was declared defensive. The fire was contained to the original building which had extensive fire damage.

FIRE CHIEF'S REPORT

MAY 2024



Average Company Time Committed	
Time: 321 hours and 12 minutes	Percent of Month: 46.77%
Includes Preparation and Response: Incidents, Apparatus/Equipment Checks, Physical Fitness, Training	

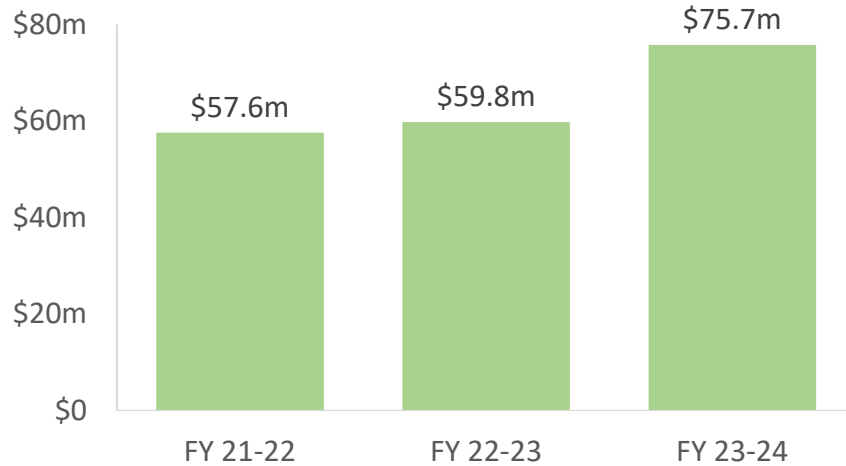


FINANCIAL REPORT

Period Ending May 31, 2024

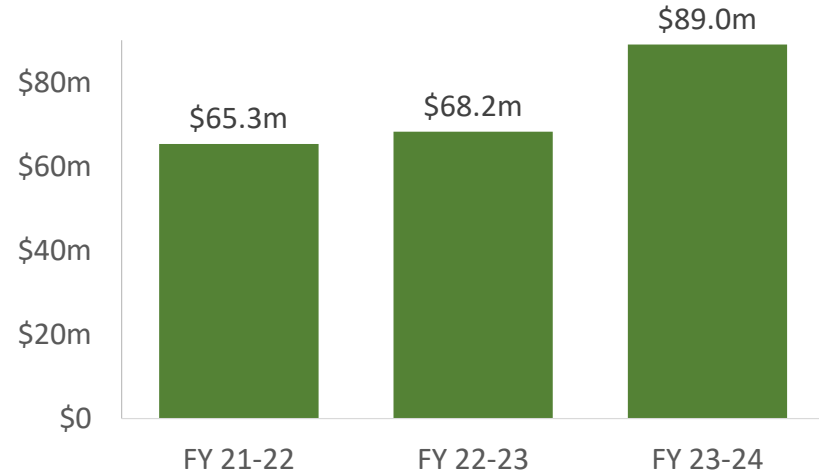
General Fund Property Tax Revenues

Through May



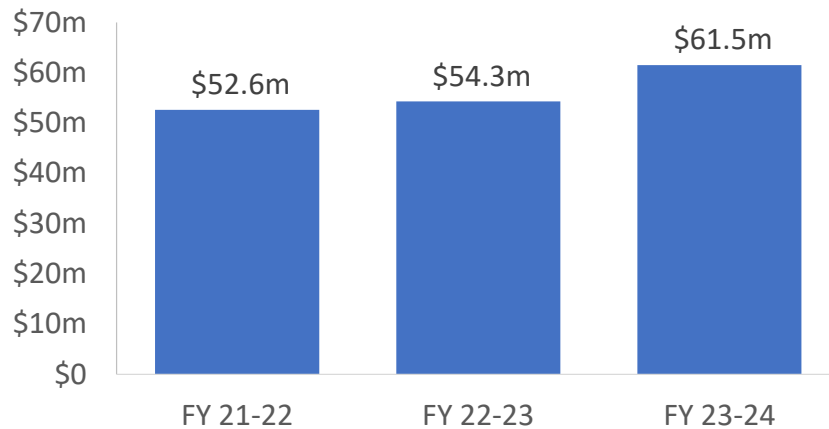
General Fund Total Revenue

Through May



General Fund Salary & Benefits

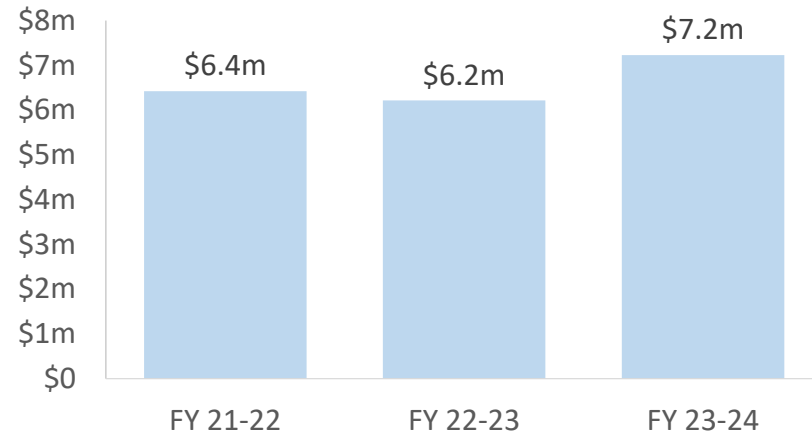
Through May



88.5% of FY budget spent

General Fund Overtime

Through May



91.0% of FY budget spent

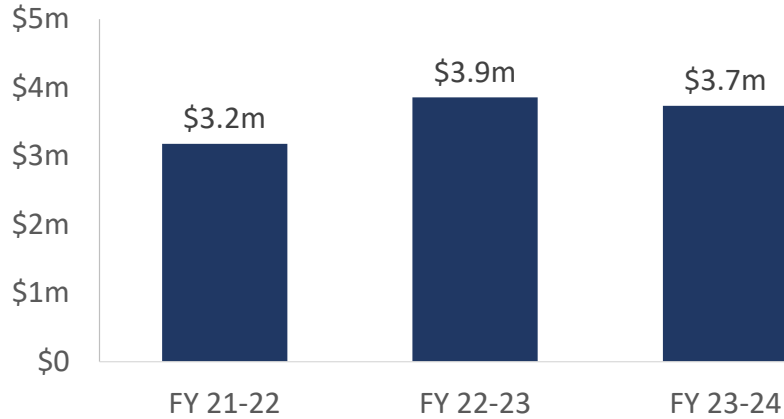


FINANCIAL REPORT

Period Ending May 31, 2024

General Fund Health Claim Expenses

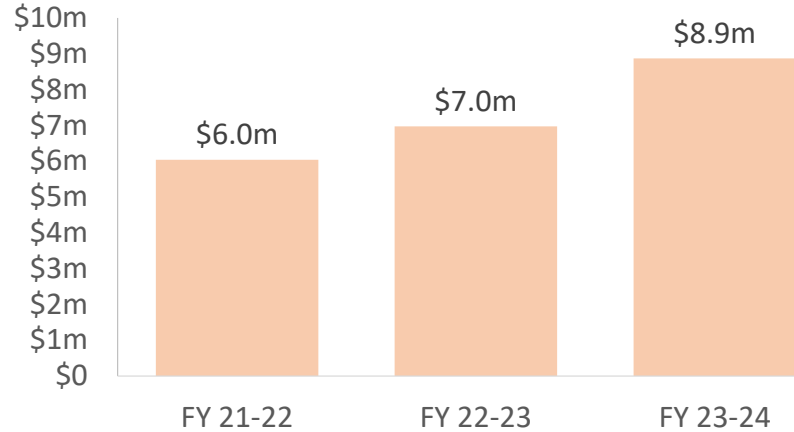
Through May



64.6% of FY budget spent

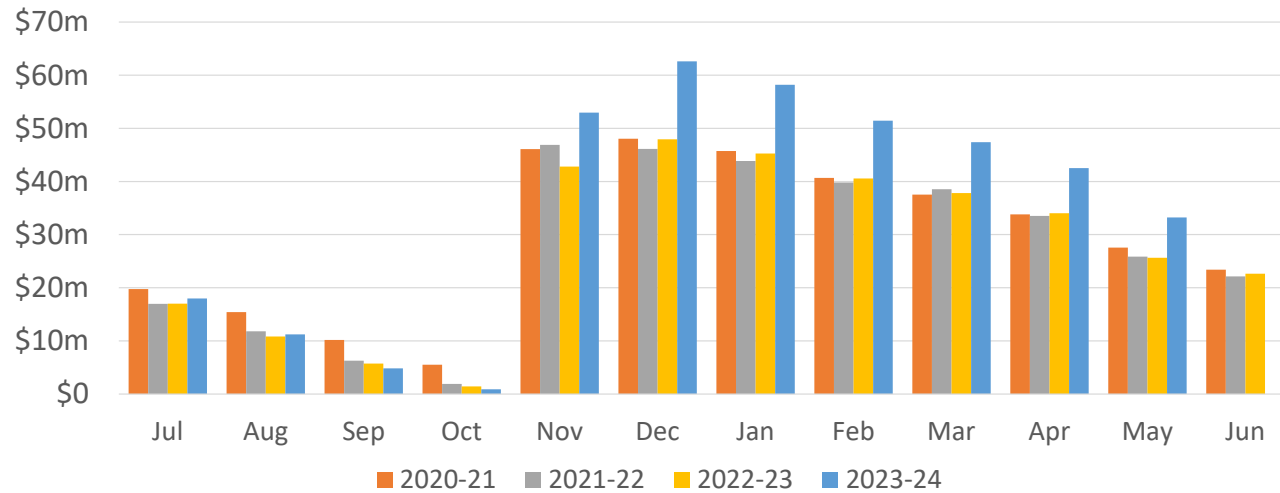
General Fund Materials and Services

Through May



99.7% of FY budget spent

Month-End Fund Balance, All Funds





10 - GENERAL FUND

Budget to Actual Report for Period Ending
May 31, 2024

Clackamas Fire District #1

	<u>Adopted Budget</u>	<u>Actual YTD</u>	<u>% of Budget</u>
Beginning Fund Balance	\$15,800,000	\$16,372,897	103.6%
<i>Revenues</i>			
Tax Revenue	\$77,150,182	\$75,735,611	98.2%
Interest	\$830,000	\$890,439	107.3%
EMS Revenue	\$2,445,136	\$1,735,158	71.0%
Contract Revenue	\$7,356,000	\$7,407,887	100.7%
Conflagration Revenue	\$0	\$1,107,486	-
Grants	\$0	\$102,002	-
Other Revenue	\$1,337,000	\$1,948,950	145.8%
Transfers In	\$70,000	\$70,027	100.0%
Total Revenues	<u>\$89,188,318</u>	<u>\$88,997,561</u>	<u>99.8%</u>
<i>Expenditures</i>			
Fire Chief's Office	\$1,027,450	\$973,233	94.7%
Emergency Services	\$58,963,105	\$54,075,273	91.7%
Business Services	\$18,382,143	\$15,340,273	83.5%
Debt Service	\$2,915,620	\$2,642,065	90.6%
Transfers Out	\$7,900,000	\$7,900,000	100.0%
Contingency	\$3,229,000	\$0	-
Total Expenditures	<u>\$92,417,318</u>	<u>\$80,930,843</u>	<u>87.6%</u>

Investment Report

District holdings as of 5/31/2024

Investment	Maturity Date	Purchase Price	Coupon Payments	Settlement Value	Net Earnings	Interest Rate
FHLB Bond	6/28/2024	\$4,856,704	\$0	\$5,000,000	\$143,296	5.06%
FHLB Bond	7/26/2024	\$4,838,590	\$0	\$5,000,000	\$161,410	5.05%
Treasury Bill	8/1/2024	\$4,390,618	\$0	\$4,500,000	\$109,382	4.93%
Treasury Note	8/31/2024	\$2,944,527	\$56,250	\$3,000,000	\$111,723	5.08%
FHLB Bond	6/13/2025	\$439,510	\$4,700	\$470,000	\$35,190	5.03%
FHLB Bond	6/12/2026	\$381,933	\$53,438	\$375,000	\$46,505	4.70%
FHLB Bond	11/17/2026	\$1,790,559	\$248,363	\$1,790,000	\$247,803	4.64%
		\$19,642,441	\$362,750	\$20,135,000	\$855,309	

Local Government Investment Pool (LGIP)

District Balance	\$13,434,236
Interest Rate	5.20%

CORRESPONDENCE

- C – 1 Social media comments.
- C – 2 Compliment from citizens in station 3's area for professional and caring service over the last 40+ years. Recognition on International Firefighters Day.
- C – 3 Thank you to the crews that showed up at a car accident on Redland/Abernathy. From the citizen that called 911.
- C – 4 Compliment to CFD at the SE Alberta fire on May 14, 2024.
- C – 5 Thank you from Jeff Helfrich, Minority Leader of the House of Representative, for the quick actions of firefighters at the Timberline Lodge fire on April 18, 2024.
- C – 6 Thank you from the USDA, Forest Service, Pacific Northwest Region, for incredible efforts and response to the Timberline Lodge fire on April 18, 2024.

CORRESPONDENCE

C-1 Social Media Comments

Thankful for Clackamas Fire in sharing water safety tips, May 7:

[Redacted]
Thank you Clackamas Fire for all your Support and Help,, you are Our Hero's

Thankful for Clackamas Fire for their training, May 13:

Top fan
[Redacted]
Always learning, always serving, always loving you guys!

Thankful for the crews for their response to a residential fire in Clackamas, May 14:

[Redacted]
Thank you for your Service and saving this home

[Redacted]
Thank you for putting it out so quickly!

[Redacted] Amazing job Clackamas Firefighters!!!

Thankful for the crews for their response to a barn fire in Sandy, May 17:

Top fan
[Redacted]
Thank you to our first responders. You did a great job keeping the fire isolated. We appreciate you all!

[Redacted]
Glad we have the staff to handle this.

Thankful for the live fire training in Sandy, May 22:

[Redacted]
Thank you for posting videos and pictures of your training fire of this old house on 362 Dr. Grew up across the street from it and knew the original owner.

Thankful for the crews for their mutual aid response to residential fire in Estacada, May 28:

Top fan
[Redacted]
Glad Clackamas Fire had the assets available to send 3 engines to help our neighbors. Great Job, Everyone.

Thankful for Clackamas Fire for transitioning the rescue apparatus to a brush apparatus at Station 71 in Sandy, May 29:

Clinkscapes Portable Toilets, LLC · Following
Thank you for keeping the equipment updated so the crews can do the best job they can. We appreciate our firefighters!!

[Redacted]
Excellent News !!!
Keep us Safe...
And Especially Yourselves

Saturday, May 4, 2024

Compliments or Concerns

Compliments or Concerns Form

Name

Bill Mason

Email

bill.mason.pdx@gmail.com

Address

13715 SE Fernridge Ave
Milwaukie, OR, 97222

Do wish you to share a compliment or concern?

Compliment

Date of Occurrence

Saturday, May 4, 2024

Location of Occurrence

Clackamas Fire District

We're happy to receive your compliment! Tell us about it

Having lived in the Station 3 area for 40+ years we have had the need to call upon its members from time to time over the years.

Our family and neighbors have always received professional and caring service during these calls.

We want to thank the members for your service and dedication to our community and recognize you on this special International Firefighters Day. This thank you is also extended to all of our firefighters!

Thank You,

Bill and Sharon



Attachments: [image001.png](#)

Hi there,

We received a nice thank you via Facebook direct message for an incident they said in a separate message that occurred on April 3. I thought I'd forward this on in case you'd like to include it in next month's board packet. [REDACTED]

Thanks.

Just wanted to thank the crews who showed up so quickly at the car accident on Redland/Abernathy yesterday afternoon. I was the one who called it in initially and thought I was seeing that woman's last breaths but was relieved to see your guys helping her out of the car. God Bless you all!



"Here for you"

CLACKAMAS FIRE DISTRICT #1
WWW.CLACKAMASFIRE.COM
503-742-2600

Wednesday, May 15, 2024

Compliments or Concerns

Compliments or Concerns Form

Name

JOE WINZER

Phone Number

(503) 979-3182

Email

jowinzer@yahoo.com

Address

10103 SE Talbert Street
Clackamas, OREGON , 97015

Do wish you to share a compliment or concern?

Compliment

Date of Occurrence

Tuesday, May 14, 2024

Location of Occurrence

SETalbert Street
Clackamas

We're happy to receive your compliment! Tell us about it

I was a building away from the townhouse fire last evening and I rushed to get our cat and our asses out the the door as I witness the flames reaching high above the 3 story homes. I first saw a small fire grow exponentially as I heard loud voices to "Get Out"

In a flash Clackamas Fire Department quickly knocked down a fire and steep slope to approach the bottom floor apartment and extinguished an explosive flame In as fast as their response time to our location. I truly appreciate your efforts, your dedication, your service to duty and professionalism to how you thoughtfully protected our community and neighbors.

With Respect
Joe and Jenny

MAY 30 2024

C-5

THANK YOU!!!

Dear Clackamas Fire,

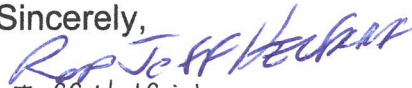
When the historic Timberline Lodge caught fire, tragedy could have struck our community. But we avoided that situation due to the first responders, like yourselves, who reacted quickly to keep everyone safe and extinguish the fire.

Your timely action not only saved the Timberline Lodge, but you saved countless lives. Our entire community is grateful!

There are many great first responders in our state, but our community is blessed with some of the best. Your bravery and dedication are truly commendable.

Thank you!

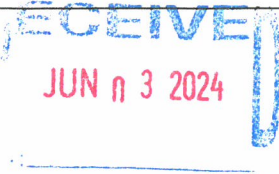
Sincerely,



Jeff Helfrich
Thomas Powell
B Willis
Arne Fromme
Troy Parke
Shari Sirkin
Steve Russell
Sandi Burgess
Chuck Burch
Dan Nelson
Lisa Clayton
Tim Lytle
Mike Hunt
James (Jim) Miller

Curtis March
Lisa Lane
Chris Ward
Margaret McClenaghan
Pete Updike
Curtis Fields
Linda Polier
Michael Mills
Debbie Stanton
Sylvia Machado
Christina Smead
P Jolly
Philip Rossi
Alexander Flemmer

Jason Cox
Carol Anderon-Long
Donald Raymond Magee
Barbara Hosford
David Osborne
Bob Walliker
G Craig Merhoff
Bill Mason
Mark Grover
John Sheppard
Stacey Estes
Michael Lorang



File Code: 1560
Date: May 30, 2024

Chief Nick Browne
Clackamas Fire District
11300 SE Fuller Rd
Milwaulkie, OR 97222

Dear Chief Browne:

I am writing to thank you for your agency's incredible efforts and quick response to the fire at Timberline Lodge on April 18, 2024. Those of us who received reports or saw the building in flames when first reported expected the worst. When the fire was called in, your agency was both swift and strong and demonstrated incredible knowledge and expertise.

Since its construction in the 1930s, Timberline has not experienced a fire associated with the chimney. While it has always been known that something like this could occur, our partner fire agencies understood better than anyone else the logistical challenges that a fire in a unique building like Timberline Lodge would take a tremendous and well-coordinated response. Even as we all hoped a fire at Timberline would never occur, hope is not a strategy. Thank you for your foresight in planning for this.

Along with the Timberline Lodge staff response, evacuation and planning, the actions of the five fire agencies who responded ensured that this national historic landmark remained standing and ready to receive customers mere days after the fire was declared out. It was an incredible team effort to protect the historic structure on both the inside and the outside of the building. As could be seen by the tremendous media coverage – not just in Oregon, but around the world – this building holds a special place in our hearts and collective imagination.

Once again, thank you. The American people are indebted to your staff and the other fire agencies for protecting this national treasure.

Sincerely,

JACQUELINE A. BUCHANAN
Regional Forester

INFORMATIONAL ITEMS

- I – 1 KOIN NEWS May 14, 2024 “Fire at Clackamas apartment building ‘extinguished,’ officials say” <https://www.koin.com/local/clackamas-county/fire-at-clackamas-apartment-building-under-control-officials-say/>
- I – 2 KATU NEWS May 14, 2024 “Clackamas firefighters tackle townhome complex blaze on SE Talbert Street” <https://www.katu.com/news/local/clackamas-firefighters-tackle-apartment-complex-blaze-on-se-talbert-street>
- I – 3 KATU NEWS May 14, 2024 “Clackamas Fire to start training with virtual reality headsets” <https://www.katu.com/news/local/clackamas-fire-to-start-training-with-virtual-reality-headsets-emt-firefighter-rick-huffman-portland-community-college-vr-emerging-technology-oklahoma-statehomeland-security-program>
- I – 4 KGW NEWS May 14, 2024 “More real than you expect: New virtual reality training helps prepare first responders in Clackamas County” <https://www.kgw.com/article/news/local/technology/new-virtual-reality-training-first-responders-clackamas-county/283-dc02fa27-1631-4ace-bf89-3b8084b1d46a>
- I – 5 KGW NEWS May 14, 2024 “Clackamas Fire uses VR for emergency simulation training” <https://www.kgw.com/video/news/local/283-a28db3c9-0bee-4d99-a682-9af7c599f7ea>
- I – 6 KOIN NEWS May 18, 2024 “Crews respond after Sandy barn fire spreads to trees” <https://www.koin.com/local/clackamas-county/crews-respond-to-sandy-barn-fire-which-spread-to-trees/>
- I – 7 FOX NEWS May 18, 2024 “Fire destroys tractors, barn in Sandy, spreads to nearby trees” <https://www.kptv.com/2024/05/19/fire-destroys-tractors-barn-sandy-spreads-nearby-trees/>
- I – 8 OREGON LIVE NEWS May 30, 2024 “What’s real and what’s make-believe merge in Clackamas Fire’s cutting-edge, \$50K training program” <https://www.oregonlive.com/crime/2024/05/whats-real-and-whats-make-believe-merge-in-clackamas-fires-cutting-edge-50k-training-program.html>