

AGREEMENT BY & BETWEEN
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

LOCAL 1159 AFL-CIO-CLC



AND



CLACKAMAS FIRE DISTRICT #1

CLACKAMAS FIRE DISTRICT #1

EFFECTIVE

July 1, 2021

TO

June 30, 2024

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PREAMBLE

This agreement is entered into as of July 1, 2021, between Clackamas Fire District #1 of Clackamas County, Oregon, hereinafter referred to as the "District," and the International Association of Firefighters Local 1159, hereinafter referred to as the "Union."

ARTICLE 1 – RECOGNITION

- 1.1** The District recognizes the Union as the exclusive representative for all members of the bargaining unit employed by the District, including fair share members, with respect to wages, hours, and other conditions of employment, excluding the Fire Chief, Assistant Chiefs, Division Chiefs, Battalion Chiefs, Support Staff, other Supervisory and Clerical Personnel.
- 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.

ARTICLE 2 – MISCELLANEOUS

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

ARTICLE 3 – DURATION

- 3.1** This agreement shall be in effect from July 1, 2021. It shall expire on June 30, 2024 but will continue in full force and effect during the period of negotiations for a successor agreement.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.1** It is recognized that an area of responsibility must be reserved to management if government is to serve the public effectively. Except to the extent expressly abridged by a specific provision of this agreement, it is recognized that the responsibilities of

management are exclusively functions to be exercised by the employer and board.

Except as especially modified or restricted by this agreement, the boards' reserved rights include, by way of description and not by way of limitation, the exclusive right in accordance with its judgment to hire, promote, transfer, layoff, and recall employees to work; maintain the efficiency of employees; or expand, reduce, alter, combine, transfer, assign, or cease any job, operation, or service, inside or outside the limits of the District; control and regulate the use of equipment and other property of the District; determine the number, location, and operation of bureaus, divisions, and other units of the District, or services to be provided, the schedules of service, the assignment of work, and the size and composition of the work force; introduce new or improved research, development, maintenance, services, and methods, materials, and equipment, and otherwise generally manage the District and direct the workforce. 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.

- 4.2** If the District desires to subcontract work customarily performed by members of the bargaining unit, to an extent which significantly deviates from the parties' past practice, the District will comply with the requirements of the Public Employee Collective Bargaining Act.

ARTICLE 5 – WORK RULES

- 5.1** In keeping with the principles of participatory management, the Fire Chief agrees to submit to the bargaining unit draft copies (except as noted below) of proposed additions, revisions, or deletions of District policies, procedures, or rules and regulations. The bargaining unit may in turn, offer written input on the proposals for a period of fifteen (15) weekdays following the submission. The District will have systems in place to track receipt and responses.

Exceptions to the above procedure are as follows:

- a. When said additions, revisions, or deletions are to rules and regulations for the Civil Service Commission and the commission has not provided an opportunity for input of the proposals to the commission;
- b. When said addition, revision, or deletion is deemed an emergency by the Fire Chief and/or the Board of Directors; and
- c. When a delay in implementation would be detrimental to the operation of the District.

ARTICLE 6 – PAST PRACTICE

- 6.1** Past practices which exist throughout the District are not affected by this agreement as long as the agreement does not specifically address the area of the practice.

ARTICLE 7 – UNION SECURITY

- 7.1** 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.
- 7.2** 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) weekdays.
- 7.3** The terms of this agreement have been made for all employees in the bargaining unit and not only for the members of the Union.
- 7.4** The District shall provide an electronic list of new employees hired into positions represented by the Union at the time of employment.
- 7.5** 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.
- 7.6** 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 7.2.
- 7.7** 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 8 – SENIORITY

- 8.1** Seniority means a permanent employee's length of continuous service with the District since the employee's last date of hire. Time as a volunteer, student, or intern is not

counted toward seniority. If more than one (1) employee has the same date of hire, seniority will be determined by placement on the hiring list.

8.2 Preference in vacation shall be by seniority subject to Article 22.

8.3 In the event of layoff, bargaining 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 medical examination as a prerequisite to return 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.

8.4 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) calendar 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) calendar days following the expiration of such leave after the employer has made reasonable effort to notify the employee of such expiration.

8.5 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. Employees who do not meet the certification requirement for their initial salary placement shall be evaluated by the Training Division and the Shop Steward and an educational plan shall be developed. Failure to maintain the educational plan will cause the employee to be placed in a position for which the employee is qualified at the appropriate pay rate.

8.6 All new employees and those hired after loss of seniority shall be considered probationary employees until they complete a probationary period of twelve (12) months. There shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall acquire seniority, which shall be retroactive to the employee's last date of hire with the District in a position covered

by this agreement.

8.7 Station Assignments: The District and the Union agree to the following regarding seniority and station assignments. The District retains the right to move, assign, or reassign employees at their discretion. For reference, refer to the District's policy regarding station assignments and qualifying training. When those moves are initiated by the District, the following guidelines will apply in the following order:

- a. Skills/Certification/Training
- b. Crew Continuity – How the employee fits into the assignment
- c. Seniority will be used if each employee is equal in the above criteria

ARTICLE 9 – DISCIPLINE

9.1 No employee shall be disciplined without just cause.

9.2 Disciplinary action may include, but is not limited to the following:

- a. Coaching/Counseling (not subject to grievance procedure)
- b. Oral reprimand
- c. Written reprimand
- d. Suspension without pay
- e. Demotion
- f. Discharge

Steps can be bypassed with the approval of Battalion Chief or Department Head and Shop Steward Notification. At no time will this article interfere with the employee's due process or their rights.

9.3 A copy of any written item placed in an employee's personnel file shall be furnished to the employee within three (3) weekdays. The employee may respond in writing within seven (7) weekdays regarding any information the employee disagrees with, and such response shall be placed in the employee's personnel file. If the copy of the written item is furnished to the employee after three (3) weekdays, it will not invalidate the document, but does extend the time for the employee to respond.

9.4 Written reprimands and any response written by the employee shall be placed in the employee's personnel file for a period not less than one (1) year from the date of the discipline. After one (1) year, the employee may petition the Fire Chief to have the reprimand and related responses removed from the file. Provided there is no subsequent discipline over the same or similar issue during the intervening period of time, the Fire Chief will review the situation and determine if the request can be granted

or if the discipline relates to an area requiring monitoring for a longer period of time for the good of the District. If no subsequent discipline over the same or similar issue occurs after four (4) years from the date of the discipline, the reprimand and related responses will be removed from the employee's file upon request.

- 9.5** 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.
- 9.6** An electronic log, provided by the Fire District will be used to track employee's performance. Entries will be kept for one (1) year of date of entry, then they will be permanently deleted from the log.

ARTICLE 10 – CIVIL SERVICE

- 10.1** Under the provisions of this agreement, all Firefighters 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.
- 10.2** 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 within the time period established by the Chief Training Officer, employee, Shop Steward, and it must be approved by the Fire Chief.
- 10.3** Any person accepting a position out of this unit for twelve (12) months or longer shall pass a competency-based skills refresher before bumping back into any bargaining unit position. Should additional training be required to pass the refresher, the employee will be put on a 40-hour schedule at 100% pay and follow applicable 40-hour rules until refresher is passed and they can be put back on the line.
- 10.4** Bargaining unit employees must have completed a total of three (3) years of career fire service experience including at least eighteen (18) months with the District before becoming eligible for promotion to Apparatus Operator. Employees promoting to Lieutenant must have a total of four (4) years of career fire service experience including at least 2.5 years with the District.
- 10.5** The District and Union agree to assign the lead Shop Steward or designee as a liaison to the promotional exam process. This liaison will participate in the development of job-

related assessments for the purposes of the promotional process. In cases of potential conflict of interest, the District and the Union agree to allow a designee of mutual consent to participate in that particular promotional process. Regarding matters of confidentiality and discipline, the liaison will follow normal contractual language regarding said issue or incident.

ARTICLE 11 – GRIEVANCE PROCEDURE

11.1 A grievance is defined as an allegation of a violation of a specific provision of this agreement. A grievance may be filed by an employee, affected by the alleged violation and/or Union representative. Grievance or complaints arising from the application of this agreement will be handled in the following manner.

11.2 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 Battalion Chief, within ten (10) weekdays of said occurrence, or knowledge thereof. By a written appeal of the grievant, the grievance may proceed to the higher appropriate level in the chain of command.

The grievant(s) may be accompanied by a Union representative in any discussion. Upon receipt of a grievant by the District, the following timelines will be followed.

11.3 Grievance Process:

Step 1: Grievance submitted to the appropriate Battalion Chief within ten (10) weekdays of the occurrence or knowledge thereof.

Step 2: The Battalion Chief has ten (10) weekdays to resolve the issue.

Step 3: If the grievant and the Battalion Chief have not reached agreement within ten (10) weekdays the matter is referred to the appropriate Division Chief.

Step 4: If the grievant and the Division Chief have not reached agreement within ten (10) weekdays, the matter is referred to the appropriate Assistant Chief.

Step 5: If the grievant and the Assistant Chief have not reached agreement within ten (10) weekdays, the matter is referred to the Fire Chief.

Step 6: If the grievant and the 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 7: 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.

11.4 Within ten (10) weekdays after the Board's decision, the Union can request arbitration

according to the following procedure.

- 11.5** 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. 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.
- 11.6** 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.
- 11.7** Each grievance shall be submitted at a separately convened hearing unless the parties mutually agree to submit more than one (1) 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. 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.
- 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.
- 11.8** An allegation of discrimination in violation of Article 1.2 may be processed through the arbitration procedure only if the employee signs a binding statement waiving all right to pursue a complaint over the same issue with the Oregon Bureau of Labor and Industries, the Equal Employment Opportunity Commission, any other discrimination agency, or in the courts, and if the employee agrees to accept the Arbitrator's decision as final and binding.
- 11.9** A grievance which also falls within the jurisdiction of the Civil Service Commission will be processed under this Article. The grievant will elect whether to appeal the decision of the Fire Chief to the Board of Directors or the Civil Service Commission. Once made, that election cannot be changed without District consent. If the grievant appeals to the Civil Service Commission, the procedures and time limits in Section 11.3, Steps 5 and 6 apply. The decision rendered through the procedures in this Article is final and binding with respect to issues under the jurisdiction of the Civil Service Commission related to contractual issues.

ARTICLE 12 – SAFETY AND HEALTH

- 12.1** The District will continue to have a Safety and Health Committee that will include bargaining unit members. The committee will function in accordance with the regulations issued by the Oregon Occupational Safety and Health Division and as directed by the Fire Chief.
- 12.2** The committee will have all responsibilities assigned to safety committees by the regulations of the Oregon Occupational Safety and Health Division and as directed by the Fire Chief. Those responsibilities include reviewing and making recommendations regarding protective equipment, clothing and related items and assisting the District in the development and revision of rules necessary to meet applicable regulations by submitting written recommendations to the Fire Chief.
- 12.3** The Fire Chief will acknowledge reports and recommendations of the committee within ten (10) weekdays and will issue a prompt written, substantive response. If the Fire Chief will not issue a written, substantive response within thirty (30) days, the Fire Chief will notify the committee of the reason and when the response will be issued.
- 12.4** The District with the participation of the Union, has established fitness standards that follow NFPA 1582 Medical Standard for Firefighters as a guideline. Any proposed amendments to those standards will be thoroughly reviewed and discussed with the Union prior to implementation. It is agreed that the purpose of fitness standards is to ensure a fit and healthy force and to promote the safety and the employees; it is not designed to be a disciplinary mechanism. Therefore, any employee who fails to meet the standards will be given reasonable time to become fit and achieve minimum standards before implementation of any discipline or dismissal related to a failure to meet those standards.

ARTICLE 13 – MEDICAL FITNESS FOR DUTY/ALTERNATE WORK ASSIGNMENT

- 13.1** The parties recognize that the medical fitness for duty of an employee is of vital concern to both the District and the Union. It is the employee's responsibility to remain medically fit. Accordingly, the following procedure and practices are agreed to.
- 13.2** Employees will undergo a medical examination based upon the District's schedule and conducted by the District's physician, who will provide a determination of the employee's medical fitness for duty.
- 13.3** Employees will cooperate with any relevant medical inquiry or evaluation conducted by the District physician or requested by the District. This may include the production of relevant medical records and history.
- 13.4** If the District physician declares an employee is unfit for duty, the physician will inform

the employee first of the decision and the medical basis for it. The decision will be confirmed in writing to the employee and the District within five (5) weekdays.

- 13.5** If an employee is declared unfit for duty by the District physician, the District will follow all applicable laws pertaining to alternate work.
- 13.6** Alternate work may continue while temporary, available, and suitable work exists or until the medical condition is determined to be stationary and a long-term career decision is made.
- 13.7** The employee placed in an alternative assignment due to a non-work-related illness or injury under this article will receive 100 % of the employee's normal base salary for non-current work-related assignments for a period of up to three (3) months, as work is available which will be determined by the District. If the District determines there is a need for longer duration Light Duty, pay will be agreed upon by the Union and the District for longer duration assignments based on scope of work. At no time shall the base salary paid by the district be less than 80% of the employee's base salary. The employee may use sick pay or vacation to maintain the prior normal base salary.
- 13.8** If the opinion of the District's physician and the opinion of the employee's treating physician are in conflict as to the employee's fitness for duty, the conflict will be resolved in the following manner.
- a. Upon being informed of being declared medically unfit for duty by the District, an employee may sign a release for their pertinent medical records to be examined and evaluated by the Union and District.
 - b. If the Union then disagrees with the District physician's decision, the District and the Union will mutually pick a third physician to send the employee to for evaluation. The District and the Union shall equally share any additional cost for this examination. The decision of that physician shall be binding upon the District, the Union, and the affected employee.
- 13.9** If the District does not have a sufficient alternative work to reasonably accommodate all employees who need it, preference among employees will be given solely on the basis of seniority as defined in Article 8.
- 13.10** It is recognized that the District must comply with the statutory provisions of the Americans with Disabilities Act (ADA) and the Age Discrimination in Employment Act (ADEA). The Union will cooperate with the District's efforts to make reasonable accommodation to physical and mental disabilities of employees. These efforts may include, in appropriate cases, waivers of seniority and other rights under this agreement. Should the District need to change any current policy or practice in order to comply with the provisions of ADA or ADEA, the District will follow the procedure in Article 5.1 regarding changes in work rules.

- 13.11** This Article does not limit the District's ability to participate in an early return-to-work program under the workers' compensation laws and in cooperation with the District's workers' compensation carrier.
- 13.12** Examples of alternate work assignments include but are not limited to the following: preparing curriculum for training sessions, instructing classes, data entry, fire inspections, filing or clerical activities that are consistent with the medical limitations and the skills, knowledge, and abilities of the injured worker.
- 13.13** The District will compensate for up to ½ hour travel time, plus actual exam time for employees required physical exams when they are off duty; the two (2) hour minimum applies.

ARTICLE 14 – OUTSIDE EMPLOYMENT

- 14.1** Employees gainfully employed, or contracting to provide services or supplies for firms, districts, or municipalities other than this District, must advise the Fire Chief or designee of such outside employment or contract activity on forms provided by the District for this purpose. Such outside employment or contract activity will be allowed as long as it is compatible with the employee's District work; does not detract from the employee's efficiency in District work; in no way discredits the employee's position with the District; does not take preference over extra duty or alternate duty as outlined in Article 17.5 that is required by the District; and does not impose any liability upon the District for payment of additional compensation.

This Article applies to volunteer activities performed within the District's service area, for another fire district or fire department, or when the employee is identified as a fire service employee in carrying out the volunteer activity.

ARTICLE 15 – UNION BUSINESS

- 15.1** The Board agrees that meetings of the Union can be held at District facilities provided space is available and the Fire Chief or designee is notified by the Union in advance. The District shall provide a bulletin board in a conspicuous and convenient location for the posting in Union notices. The Shop Steward shall be allowed reasonable time during the Shop Steward's regular shift to conduct Union business, such as investigate grievances, as long as it does not interfere with job performance.
- 15.2** Beginning July 1, 2018, the District will provide a \$15,000 check at the beginning of each fiscal year for the Shop Stewards and the Union President, if the President is a District employee, for the purposes of Union business which involves the District.

ARTICLE 16 – TRADE TIME

- 16.1** Trade time will be allowed as long as it does not interfere with normal company

business. Trade time worked for another person is not “time worked” for purposes of the FLSA or Oregon Law. Trade times will be handled per policy with notification of and approval by the immediate supervisor at least two (2) hours prior to the trade. Trade time requests with less than two (2) hours notice must be submitted to the on-duty Battalion Chief for approval. The District shall not be obligated to enforce any trade time obligations between employees.

The District has the right to deny trade time if the request has a negative impact on the District. Generally, trade time will not be allowed in the following circumstances:

- a. The person working the trade time is not qualified to perform the duties in the position;
- b. The trade would affect an employee’s training requirements or ability to do the work assigned to the employee’s position;
- c. The purpose of the trade time is to acquire a call shift or to otherwise earn additional compensation from the District, to work at another job, or to regularly avoid working the employee’s regularly assigned shift.

- 16.2** The employee who committed to work the trade is responsible for the cover of said shift or time trade. In the event that the employee who agreed to work the trade cannot complete the trade for ANY reason, and cannot find another person to work the trade, the employee must notify the on-duty BC immediately. The employee’s vacation leave will be charged at the time of the notification.

If the reason is caused by a short notice illness or injury within 48 hours of said trade and accompanied by a note from the employees’ health care provider, the District will charge the time as sick leave to the employee who agreed to work the trade only for the said trade within the 48-hour time frame. This change will occur at the time the note has been provided to Human Resources. A note will not be required for an on-the-job injury.

In the event that a trade commitment exists more than 48 hours out from an injury or illness, the person who committed to the trade has three (3) options:

- a. The person who committed to work the trade can have the hours booked as their own vacation in place of the trade and will not owe the trade. The BC must be notified so that the shift can be filled with vacation replacement.
- b. The person who initiated the trade can request to have the hours booked as their own vacation and the person who committed to work the trade will still owe the trade. This will prevent financial impact to the District. To change the vacation leave charge from the employee who could not complete the trade, Human Resources will need to be notified to make the change.
- c. The person who committed to work the trade can find someone else to work the trade and must notify the BC of the change.

Trade time guidelines in Article 16 must be followed along with appropriate District rules regarding leave from work.

ARTICLE 17 – INDUSTRIAL ACCIDENTS & ILLNESS

- 17.1** The District provides insurance coverage for all employees through the State Workers' Compensation Board for injuries and illnesses arising out of and in the course of employment with the District. When an employee must take time off from work as a result of such injury or illness, they shall receive compensation as scheduled by the State Workers' Compensation Board.

Additional payment by the District via an insurance program, or an amount equal to the difference in payments received from the state and the employee's regular salary will be made for a period not to exceed twelve (12) months. Medical progress reports may be required for approval of such payments. Upon receiving a workers' compensation check(s), the employee will sign over said check(s) to the District. Any insurance payment(s) shall be turned in to the District to replace the wages and benefits already paid by the District.

- 17.2** An employee away from work on a compensable injury will make contact with the Fire Chief or designee at the onset of the leave.
- 17.3** The employee will promptly submit to the District their physician's release clearing the employee to return to work. If the District questions the sufficiency of the release, it may require an independent medical evaluation at its expense. Any dispute over the employee's return to work shall be resolved through the grievance procedure in this agreement. The employee shall be returned to work as long as the employee's District seniority is sufficient to bump the most junior person in the District. During the period that the employee is off work, the employee shall continue to accumulate seniority for purposes of this contract. An employee who has been out of the District for twelve (12) months or longer can be required to pass a competency-based skills refresher before returning to work. Should additional training be required to pass the refresher, the employee will be put on a 40hr schedule at 100% pay and follow applicable 40hr rules until refresher is passed and the employee can be put back on the line.
- 17.4** The District may assign the employee to reasonable alternate duty work consistent with the employee's medical restrictions before the employee is fully released to return to regular work.
- 17.5** The District will determine when and for how long such alternate duty work can be made available. If the District had been notified of outside employment by an employee prior to an on-the-job injury at the District, the District will consider any conflicts with the outside employment obligation once the employee has been cleared for alternate duty. After all alternatives have been considered and exhausted, if the

employee is unable to complete the number of hours of alternate duty per work week which the employee has been cleared for due to conflicts with outside employment, their vacation leave shall be docked for the remaining number of hours per week.

- 17.6** Employees on sick or injury leave are to be returned to alternate duty as soon as possible, subject to approval by the Employee's physician and the Fire Chief or designate. While an employee is working on alternate duty the employee shall accrue sick leave. The rate shall be concurrent with the employee's alternate duty work schedule.
- 17.7** Employees on alternate duty for a period longer than fourteen (14) calendar days shall have their vacation and sick leave accruals changed to the 40-hour rate per Article 22.10.
- 17.8** In the event of a recognized 40-hour holiday occurring while on alternate duty, such day will be treated the same as a weekend. No vacation time or sick time shall be deducted.
- 17.9** When personnel are assigned to alternate duty and said person is released to full-time active duty, the two (2) immediate prior calendar days to active duty shall be considered the normal two (2) calendar days off between shifts and the employee is returned to full duty on the employee's next regularly scheduled shift.
- 17.10** While on alternate duty, an employee who must go to a doctor for any scheduled medical test may do so without such time being charged to them.
- 17.11** An employee, when assigned to alternate duty in relation to an off-duty injury or illness, may use sick time or vacation in the event of needing to use said leave. This leave will be hour-for-hour off the corresponding leave account.

ARTICLE 18 – UNIFORMS

- 18.1** The District shall provide uniformed employees covered under this agreement with uniforms. The District shall replace them as necessary. The uniforms provided under this Article will include at least the following: uniform shirts, uniform trousers, belt, shoes, uniform coat, dress uniform cap, tie, service dress uniform, badges, patches, logos, and any other mandatory uniform items.
- 18.2** Damage to uniforms due to unauthorized use will be repaired or replaced at the employee's expense. Uniforms are to be worn only on duty, or directly to and from work and other special occasions by permission of the Fire Chief or designee.
- 18.3** All Items of clothing, protective or otherwise, belonging to either the District or employees that are damaged in the line of duty, may be replaced, dry cleaned, or

mended at District expense, at the discretion of the Fire Chief.

18.4 District will provide for one dry cleaning of the “Class A” dress uniform per year. This will include coat, shirt, and pants. The Emergency Services Division Chief may approve additional cleanings on an as needed basis.

18.5 Removed per MOU 19-03

ARTICLE 19 – COMPENSATION

See Wage Appendix A - D

19.1 Effective January 1, 2006, the District will adjust employee’s salary on a cost neutral basis and the 6% IAP contribution will be paid on a pre-tax basis by the employee.

Effective January 1, 2021, wages to the Firefighter, Paramedic, Fire Inspector, Public Educator and EMS Trainer will decrease by 1% as reflected in Section 28.4.

Effective July 1, 2022, wages to the Firefighter, Paramedic, Fire Inspector, Public Education and EMS Trainer classifications will increase by 1%.

Effective July 1, 2023, wages to the Firefighter, Paramedic, Fire Inspector, Public Education and EMS Trainer classifications will increase by 3%.

TSFF to A/O Step 2 spread will be 6% beginning January 1, 2019

A/O Step 2 Paramedic to Lt. Step 2 spread will be 7%

Lt. Step 2 to Capt. Step 2 spread will be 9%

Step 1 wage or probationary wage will be 50% of the percentage increase for the promoted position, i.e., Step 1 A/O will be 3% above TSFF.

Firefighter pay scale will change effective July 1, 2018. Step 1 will be the Academy wage. After leaving the Academy and after the employee’s indoctrination shifts the employee will move to Step 2 of the wage scale.

January 1, 2021, Firefighter pay scale will be reduced from 6 to 5 steps. The remaining 5 steps will be adjusted to equal percentage pay increases between steps.

19.2 Upon the effective date of this agreement, employees will be placed on the salary scale at the appropriate job classification in the highest step for which they qualify, but no lower than the first step that provides an increase in base salary. Employees will move to a higher step after attainment of the required certification and time in grade.

19.3 Newly hired Firefighters and Inspectors will be placed on the salary scale at the step for probationary Firefighter or Inspector. Movement to a higher Firefighter or Inspector step will occur after one year at the lower step and attainment of the required certification.

- 19.4** Upon promotion to Apparatus Operator, Lieutenant, or Captain, the employee will be placed on Step 1. After one year and attainment of the required training or certification (see below), the employee will advance to Step 2.
- a. Firefighter – Firefighter II (before moving to Year 3)
 - b. Apparatus Operator – Water Tender Operator and Heavy Rescue Driving Proficiency
 - c. Lieutenant – Fire Officer I or equivalent
 - d. Captain – Fire Officer II or equivalent
- 19.5** The salary scales for suppression personnel are in the wage appendix and apply to 40-hour, 42-hour, and shift suppression personnel.
- 19.6** Overtime for 40- and 42-hour personnel will be paid when required by the Fair Labor Standards Act based on time actually worked at the rate of one and one-half times the regular hourly rate for any extra hours worked in their normally assigned position.
- 19.7** Off-duty personnel who are called back will receive a minimum of three (3) hours pay based upon their hourly rate. This time will be paid at time and one-half for fire investigations on a call-back basis, state-declared conflagrations, and/or when required by the Fair Labor Standards Act. An off-duty employee may be contacted for advice, expertise, or information exchange related to Fire Marshal Office areas of responsibility with no compensation. For computation of total call time, the clock will start when the employee is requested to respond.
- 19.8** Effective July 1, 2021, the pager pay rate will be 15% of TSFI. Pager pay will be paid to employee for carrying a pager while on 'stand-by' to:
- a. Qualified Fire Investigator employees for responding to the investigation of fires within the District or areas served as part of an intergovernmental agreement or contract for service.
 - b. Public Information Officers for responding to significant incidents, media events or other projects deemed necessary by the Fire Chief or designee.
 - c. In any unusual circumstance, whereby the Fire Chief, or designee, requests a qualified employee to carry a pager and work in a stand-by status.

PIO's and investigators, who are on pager standby, must have the ability to respond within twenty (20) minutes of being paged and should be within forty (40) minutes of their respective assignment. If the fire investigator or PIO is called while on pager standby to investigate a fire or provide duties related to the position of PIO, the stand-by time will cease from the time the page was received. From the time the page was

received the employee will be paid in accordance with Article 19.7. The pager stand-by schedule for investigators will be developed by the Fire Marshal to ensure 24/7 coverage. The pager stand-by schedule for the PIO will be developed by the Public Affairs Battalion Chief.

- 19.9** Any employee who is given a provisional or temporary appointment to a higher position and assumes the responsibilities of that position shall be compensated at the higher rate of pay while so assigned. Normally, temporary, or provisional appointments will not be used for coverage of vacations, and/or sick and injury leave, unless for extended periods of time.
- 19.10** Any bargaining unit member who is acting in capacity to a higher position and assumes the responsibilities of that position shall be compensated at the higher rate of pay while so assigned.
- 19.11** Firefighters and Apparatus Operators certified as an EMT I (Intermediate certified and hired before July 1, 2003) will receive 6% of top step Firefighter pay per month. Firefighters and Apparatus Operators certified as an EMT P (Paramedic) will receive 10% of top step Firefighter pay per month.
- Effective January 1, 2007, Lieutenants and Captains no longer receive EMT P or EMT I incentive pay if certified as an EMT P (Paramedic) or EMT I (Intermediate).
- Lieutenants and Captains certified as an EMT P (Paramedic) (and when the employee is the only EMT P on the tour) will receive the EMT P incentive: 10% of TSFF, for that tour.
- 19.12** Shift employees must maintain a minimum certification level of EMT B. No incentive above normal salary is paid for EMT B certification.
- 19.13** Bargaining unit members, holding EMT I certification may elect to drop that certification as long as they maintain EMT B certification.
- 19.14** If a shift employee loses EMT B certification through no fault of their own, the Fire Chief will review the situation and any mitigating circumstances to determine what action is appropriate. Loss of employment shall not be imposed arbitrarily or capriciously.
- 19.15** Shift employees who desire to reduce their EMT P certification level may do so to EMT Basic level or Intermediate; such requests will not be unreasonably denied. If the request is granted and if the District paid the costs for the shift employee to increase the certification within the prior (2) two years, the shift employee must repay the District one-half of that amount after reducing certification level.
- 19.16** The District will give fair consideration on a case-by-case basis to requests by shift employees for legal representation at an Oregon State Health Division hearing or

disciplinary action.

19.17 The District offers fire suppression line personnel opportunity for voluntary career enrichment through a program of temporary duty assignment to 40-hour staff positions. An employee on temporary duty assignment is expected to return to a fire suppression position at the end of the assignment and to maintain the ability to work on their fire suppression position if needed. Suppression personnel accepting a designated temporary duty assignment shall continue to receive the higher of the applicable salary scale in the appropriate wage appendix, including applicable EMT or other certification premium pay, and shall be eligible for promotion to a higher fire suppression position provided that they remain qualified and able to perform their normal job. The Fire District retains the right to determine the minimum qualifications for any temporary duty position.

19.18 If an employee on a temporary duty assignment becomes unable or unqualified to return to their regular job, and if the Fire District elects to retain the employee in the temporary duty assignment, the employee will be paid at the compensation level for the job actually performed.

Assignment to a 40-hour per week staff position on a permanent basis is not covered by section 19.17. The 40-hour employee shall be paid on the salary scale in the appropriate wage appendix for that job and shall be eligible for promotion from that job. With the approval of the Fire Chief, an employee transferring to a lower paid 40-hour staff position from a fire suppression position can be red-circled at the employee's base salary and EMT premium pay until the pay scale in the appropriate wage appendix surpasses the employee's current pay. Personnel accepting a staff position will be eligible to participate in the operational replacement pool as long as the following conditions are met:

- a. The employee must comply with all conditions of Article 13; and
- b. The employee must have worked in at the Fire District at the operations level on a full-time basis; and
- c. The employee must hold any required certifications for the position; and
- d. The employee must participate in all required training for the operational position; and
- e. The employee is only eligible for callback at the last operational rank held, regardless of staff rank.

19.19 Daily work hours may vary according to the schedule agreed upon by the employee and their immediate supervisor, applying flex time principles. Flex time is initiated as a request by the employee, employer requests are handled with comp time or overtime.

19.20 Employees transferring from shift work to a 40- or 42-hour week will have their hours and

benefits converted to assure the same total dollar value for the given benefit or time. A reverse conversion of hours and benefits will be made for employees converting from the 40- or 42-hour week to shift work. Benefits for purposes of this section are defined as insurance, vacation, sick leave, and seniority.

- 19.21** When an employee is required to go to court from an off-duty status because of District business, the employee will be compensated. Any monies received from the court will be turned over to the District.
- 19.22** When an employee is required to serve on jury duty, the employee will continue to receive normal compensation for up to four (4) weeks, for one period of jury service during the life of the contract unless otherwise directed by the court, provided that the employee has asked to be released. The employee must turn over to the District any compensation received for jury service. An employee who is released from jury service before the end of the employee's work shift will return to work.
- 19.23** Employees designated as floaters on the District roster will be compensated at the rate of \$150 per month. This payment will remain constant regardless of the number of moves a floater may undergo during a pay cycle. Effective the first FLSA cycle following January 1, 2023, floaters will be transitioned to the four-platoon system and employees who move from their "home company" to fulfill dynamic workday (DWD) obligation will not receive floater pay.

Employees who are required to move from their "home company" to another location, for the purpose of balanced staffing, will be paid \$15 "floater pay" for each move. These payments will be a part of the regular payroll. Employees are required to submit the request for floater pay in order for the payment to be made.

- 19.24** The Fire District maintains Technical Rescue Teams in the following disciplines:
- a. Urban Search and Rescue (USAR),
 - b. Hazardous Materials (Haz-Mat),
 - c. Swift Water Rescue (SWR)
 - (1) Effective July 1, 2015, certified employees assigned to the Technical Rescue Teams will receive an incentive percentage based on Top Step Firefighter (TSFF) as follows:
 - i. USAR Rescue Technician
 - ii. Haz-Mat Technician
 - iii. Swift Water Rescue Technician
 - (2) Technical Rescue incentives shall not exceed 6% per employee, regardless of how many certifications are held.
 - (3) USAR, Haz-Mat, and SWR certified personnel not normally assigned to a

technical rescue company shall receive this incentive on a per-shift or hourly basis when working overtime at a station providing their technical specialty.

- (4) It is understood that station transfers will occur during the normal course of operations that may displace incumbent team members.
- (5) The Fire District will provide ongoing training for the Technical Rescue Teams.

19.25 Effective July 1, 2018, Paramedics, Firefighters and Apparatus Operators who are certified EMT-Paramedics and have been trained and certified as a Field Training Officer (FTO) by the Fire District will receive a 5% of TSFF (or TSP for Paramedics) incentive during the time period that they are assigned a probationary Firefighter and during which time daily assessments or evaluations of the probationary employee are required by the Fire District. Entries into a daily supervisor log or other daily note taking is not considered part of this requirement. If an FTO is on leave, the replacement for the FTO will not receive any additional compensation but will not be required to perform a daily assessment or evaluation. Effective July 1, 2019, FTO incentive will be 5.5%. Effective July 1, 2020, FTO incentive pay will be 6%.

19.26 Paramedics and Firefighter Paramedics assigned to medic units in the transport system shall be paid a 6% incentive based on TSFF for Paramedics and for Firefighter Paramedics.

19.27 Employees assigned as a Community Paramedic shall receive an incentive of 6% based on TSP for Paramedics and TSFF for Firefighter Paramedics.

19.28 When an employee is promoted, they shall be placed at the highest step that they currently qualify and receive the wage and incentives listed within the wage appendix as applicable. If the employee's promoted rate and incentives is less than the rate and incentives at the previously held position, excluding TDY, the employee will receive the greater of the two until they qualify for the next promotional step increase.

ARTICLE 20 – HOURS/OVERTIME

20.1 Employees will work on either a forty (40) hour per week basis or on a shift basis using a twenty-seven (27) day work cycle as provided in section 207(k) of the Fair Labor Standards Act. Suppression employees may also work forty-two (42) hours per week, twenty-seven (27) day work cycle. Effective the first FLSA cycle following January 1, 2023, employees will be transitioned to a twenty (20) day work cycle as provided in section 207(k) of the Fair Labor Standards Act.

20.2 Normal shift scheduling will be twenty-four (24) hours on duty followed by forty-eight (48) continuous hours off. Effective the first FLSA cycle following January 1, 2023, 24-hour suppression employees will be transitioned to a four-platoon system. In the event of a District-initiated shift change within class, employees receiving less than forty-eight (48) continuous hours off will receive an additional half (½) time pay for the first shift of the

new assignment. In the event of a District-initiated shift change within class that results in a back-to-back shift, the affected employee will have the option of taking the first day of the new assignment off at no charge to the employee's leave bank or working the first shift of the new assignment as a call shift. Effective the first FLSA cycle following January 1, 2023, the above mentioned forty-eight (48) continuous hours off will be adjusted to accommodate the new four-platoon system. Employees who are promoting to another class will be given at least twenty-four (24) hours off between shifts, however, the half (½) time pay above does not apply. The 42-hour shift will consist of three (3) 12 hour shifts with eighty-four (84) continuous hours off.

- 20.3** For payroll purposes, each shift worked will be paid at the per-shift rate, and any hours less than a full shift will be paid at the regular hourly rate. The shift rate is calculated by dividing the total annual compensation (base salary and any incentive pay) by the number of shifts per year (121.67) minus the number of FLSA shifts rounded to the nearest hundredth. 42-hour personnel shall be paid at the shift rate and any hours less than a full shift at the regular hourly rate. Shift rate is calculated by dividing the total annual compensation (base and any applicable incentives) by the number of scheduled shifts per year which is 179. Hourly rate for 42-hour personnel is calculated by taking the per-shift rate and dividing by twelve (12).

All operations call back time will be paid at one and one-quarter (1.25) of the employees' applicable rate for those employees who receive FLSA time off in lieu of FLSA pay, regardless of the number of hours, location of the work, or type of work, notwithstanding the terms of Article 19.7. Beginning October 5, 2015, this rate will increase to time and one-half (1.5).

40 and 42-hour personnel overtime will be paid at time and one-half (1.5) their regular hourly rate including all incentive pay for any extra work performed in their normally assigned position. 40 and 42-hour personnel who work operational replacement shifts will be paid for those hours at time and one-half (1.5) of their rate converted to the shift rate including all incentive pay.

- 20.4** Hours worked for the purposes of this agreement and the Fair Labor Standards Act includes only time that the District authorizes, orders, or knowingly permits an employee to perform services for the District for which the employee is entitled to be paid. It does not include coming in early or staying over after the end of a shift when this is for the employee's personal purposes and does not include email or Telestaff interaction during off duty periods, unless time is specifically authorized for these activities by a Chief Officer. It also does not include any voluntary activities the employee may engage in for the District or other fire districts, organizations, or persons even if those activities are related to firefighting. It also does not include time when the employee is not on duty. Time worked for the purpose of replacing an employee on authorized leave or a temporary vacancy shall be deemed voluntary for the purposes of ORS 652.070(1).

20.5 Time Worked as Lead Instructor will be paid at the rate of the current Lieutenant Step 2 hourly rate times one and a half (1.5). (This rate was calculated on the regular hourly rate of a fifty-three (53) hour Lieutenant multiplied by 1 and ½). 53-hour employees who are Assistant Instructors or perform other work outside of normal duties will be paid time and one-half (1.5) of the employee's hourly rate.

20.6 The employer reserves the right to determine when additional hours are to be worked and in what classifications.

When "non-emergency" coverage is required for suppression, it shall be offered to permanent employees through the Telestaff system, using a single call-shift roster, except when special skills are required to perform the work, as determined by the District. The following guidelines normally will apply

- a. Floaters will be assigned first. Effective the first FLSA cycle following January 1, 2023, dynamic workdays will be assigned.
- b. Every reasonable effort will be made to equalize opportunities for call shifts.
- c. Call shifts will not result in an employee working more than seventy-two (72) consecutive hours, including the regular schedule, trade time, and call shifts without a twelve (12) hour break in service. The Fire Chief or designee may authorize a shorter period between shifts due to an emergent situation.
- d. Employees are not eligible to work a call shift during periods that they are on leave from their normal work schedule for personal medical reasons until after completing their next regularly scheduled shift.
- e. Employees who are on other types of family and medical leave are assumed to be unable to work a call shift during periods that they are unavailable for their regular shift. However, the employee is eligible for a call shift if documentations is submitted of legitimate reasons for the intermittent availability for work.

20.7 40-hour Fire Prevention personnel that are on standby after their normal work schedule are subject to the following conditions. No employee will be required to work more than six (6), fourteen (14) or twenty-four (24) hour standby tours per month. The Fire Marshal or his/her designee may exclude or excuse employees for the standby rotation. Exclusions or excuses for standby may not be unreasonably denied. Minimum qualifications and a list of qualified participants will be developed by the Fire Marshal in cooperation with Local 1159.

20.8 Effective July 9, 2005, the District and Union agreed to phase in FLSA time off in lieu of FLSA pay.

Effective the first FLSA cycle following January 1, 2014, all suppression personnel assigned to 24-hour shifts will receive a twenty-four (24) hour shift off every 15th consecutively assigned platoon shift, thereby reducing the work week to 52.41 hours.

Effective the first FSLA cycle beginning January 1, 2021, all suppression personnel assigned to 24-hours shifts will receive a twenty-four (24) shift off every 9th consecutively assigned platoon shift, thereby reducing the work week to 49.92 hours.

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

The District and Union agree to form a committee of three (3) management and three (3) labor to develop an MOU for staffing and scheduling of the four-platoon system.

Effective the first FLSA cycle following January 1, 2023, all 24-hour suppression employees will work one (1) Dynamic Workday (DWD) every 24th calendar day for a total of fifteen (15.22) annually, thereby reducing the work week to 49.13 hours.

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

20.9 Compensatory Time:

- a. 40-hour employees. Non-exempt employees are paid time and one-half (1.5) for any hours physically worked over forty (40) in one week. The employee may choose compensatory time as reimbursement in lieu of overtime compensation which is irrevocable at the time of earning. Employees may have a maximum accrual of sixty (60) hours of compensatory time on the books at any one time.
- b. When comp time has been earned, the employee's supervisor will input the hours earned into Telestaff on the roster for the appropriate day. The hours will be entered on the actual day the comp time was earned.
- c. When taking comp time off, employees must submit an appropriate leave request form or email to their supervisor for the use of comp time. The supervisor must enter the comp time hours taken into Telestaff on the roster for the appropriate day. It is the responsibility of the supervisor and the employee to manage and verify correct comp time balances for the employee.

20.10 The use of District supplies and materials is covered in the Loan Out Personal Use of District Property SOP and is part of this agreement.

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

20.12 Emergency Conflagration Act

- a. Assignment Definition- An assignment is defined as the time period (days) between the first full operational period at the first incident or reporting location on the original resource order and commencement of return

travel to the home unit and includes the two (2) hour restoration time.

- b. Length of Assignment Standard - assignment length is up to fourteen (14) days, exclusive of travel from and to home unit with possible assignment extension.
- c. Recovery Time
 - (1) Upon return to home unit from an emergency conflagration act assignment, if an employee is on-shift, employees will be given the remainder of their shift off at no cost to the employee. If an employee's Kelly day falls on the return to unit day, the employee's Kelly day will be moved as close as practicable to the shift following. All future Kelly days will remain on the original Kelly day rotation.
 - (2) From one (1) to four (4) day assignments
 - i. Employees who return with less than twelve (12) hours of rest and recovery, including restoration time, will be given the following calendar day off if it falls on their regularly scheduled shift. If an employee's Kelly day falls on the following day off, the Kelly day will count towards that recovery time.
 - ii. Employees who return with more than twelve hours of rest and recovery, including restoration time, will be responsible to return to their regularly scheduled shift the following day.
 - (3) Five (5) days or longer
 - i. Employees who return after working a five (5) day or longer assignment will be given the following calendar day off if it falls on their regularly scheduled shift. Any scheduled overtime within the following 24-hour period shall be cancelled. If an employee's Kelly day falls on the mandated day off, the Kelly day will count towards that recovery time.
- d. Short-Notice Vacation and Return of Overtime – Employees returning from conflagration assignment may take short notice vacation or return overtime within the 61.5-hour window. The employee will coordinate with a Battalion Chief and the Telestaff station.

ARTICLE 21 – SICK LEAVE

21.1 Sick leave with pay shall be earned from the date of employment.

21.2 For 24-hour shift employees, sick leave shall be earned at the rate of sixteen (16) hours for each month worked with a limit of one (1) year. Effective July 1, 2019, for 24-hour shift employees, sick leave shall be earned at the rate of thirteen (13) hours for each month worked with a limit of one (1) year. For 40-hour employees, sick leave shall be

earned at the rate of twelve (12) hours for each month worked with a limit of one (1) year. For 42-hour employees, sick leave shall be earned at the rate of 12.6 hours for each month worked with a limit of one (1) year. Sick leave accrual will be prorated if less than a full month is worked. Effective January 1, 2023, for all represented employees, sick leave shall be earned at the rate of twelve (12) hours per each month worked with a limit of one (1) year.

Work time for purposes of this provision is normal on duty time, paid sick leave, vacation time, and the first twelve (12) months of continuous absence due to an occupational or service-connected disability. Effective July 1, 2019, the employee's sick leave and PERS sick leave shall be deducted at the rate of one (1) hour from accumulated sick leave for every hour used. Sick leave can be used for less than a full shift and employees who recover during their scheduled shift are expected and desired to return to work.

- 21.3** For 24-hour shift employees, effective July 1, 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 used prior to any sick leave usage. Health and Wellness leave must be taken as a full shift and will follow callboard rules the same as a sick day with the exception that it may not be scheduled on the 10 protected holidays. If the employee uses a sick day on one of the 10 protected holidays prior to the use of the Health and Wellness Day, the Health and Wellness Day will be deducted in place of sick leave. If the Health and Wellness Day is unused by the last shift of the fiscal year or by the last shift of employment, the Health and Wellness Day may be sold back at straight time. The employee may elect to put the funds in their 457 account or cashed out on the first pay period of the new fiscal year or on the final check if the employee is separated. The employee must notify payroll of their choice of these options by the end of the fiscal year or before their last day of employment.
- 21.4** Sick leave pay will not be allowed for disabilities resulting from gainful employment while employed by other than the District. Gainful employment for this section shall mean any other employment for which the employee should be covered under workers' compensation insurance as required by Oregon workers' compensation laws. In the event of injury resulting from such other gainful employment, an employee may be placed on leave of absence not to exceed six (6) months pursuant to Article 26.
- 21.5** Sick leave can be used for the illness of the employee and for medical appointments which cannot be scheduled during off duty time. In the event of an approved leave for illness, injury, or hospitalization of an immediate family member for other than personal illness, which qualifies under state or federal family and medical leave laws, 24-hour shift employees may use up to seventy-two (72) hours of sick leave in a fiscal year July 1 – June 30. 40-hour employees may use up to 51.5 hours in a fiscal year July 1 – June 30 (72/1.4 conversion factor). 42-hour employees may use up to fifty-six (56) hours in a fiscal year July 1 – June 30. Additional family leave time will be trade time,

vacation, or unpaid time. For parental leave, or as otherwise required by state or federal law, the employee may use additional sick leave after all accrued vacation time is exhausted. As an exception, if the employee is carrying a minimum balance of 75% of accrued potential employment time sick leave time hours, the use of sick leave can be used with approval of the Fire Chief. An employees' immediate family shall be as defined in state and federal leave laws, and in addition, a spousal equivalent. The Fire Chief can approve additional use of sick leave in extreme cases such as a spouse with a life-threatening illness.

- 21.6** The District may require documentation from a health provider in the event of a recognized pattern of sick leave use.

ARTICLE 22 – VACATION AND HOLIDAYS

See Vacation Appendix A - G

- 22.1** Employees accrue vacation hours beginning with the first full month of employment. They become eligible to use vacation time beginning with assignment to shift work. When justified by the situation, early vacation or vacation not yet earned may be authorized by the Fire Chief.

Vacation hours will be accrued monthly. Employees can accrue a maximum of up to one and one-half (1 ½) years' worth of vacation hours (monthly accrual times 18). When the employee has accrued the maximum, no further vacation will be earned or accrued until the employee has taken some vacation time. Vacation accrual will be credited to an employee's account on the second payroll cutoff day of each month. An employee who is at or near the vacation accrual cap must utilize the appropriate amount of vacation hours on or before the second payroll cutoff day of the month in order to avoid exceeding the cap and losing vacation hours.

If an employee is unable to schedule vacation time off because it is unavailable and such an employee has reached the maximum vacation accrual, the Fire Chief may approve a limited extension of the accrual ceiling.

- 22.2** Monthly vacation accruals for employees will be credited as reflected in Vacation Appendix A - G. Effective January 1, 2023, suppression employees' vacation accruals will be reduced in conjunction with the reduction from 17 to 15 Dynamic Workdays (see Vacation Appendix G).
- 22.3** The District does not grant compensatory days off for holidays, as is commonplace in other fire agency's collective bargaining agreements. The above schedule includes time off to compensate employees for the time required to be on-duty during holidays.
- 22.4** Vacation time for shift, 40- and 42-hour employees shall be deducted at the rate of

one (1) hour from accumulated vacation credit for each one (1) hour of vacation taken.

22.5 Employees shall be allowed to schedule vacation two (2) hours at a time. However, from midnight to shift change, employees may take vacation in one (1) hour increments. Vacation hours requested for under twelve (12) hours (6 hours for 42-hour employees) in duration shall be filled by the employee requesting the time off.

22.6 Effective January 1, 2019, the District and the Union agree to the full utilization of up to twenty-one (21) floaters. Effective January 1, 2020, the District and the Union agree to up to twenty-four (24) floaters. Effective January 1, 2021, the District and the Union agree to up to twenty-seven (27) floaters. The District and Union recognize that fluctuations in floater numbers and ranks can occur in the short term due to unforeseen circumstances; the goal is to equalize overtime opportunities between classes as much as practical over the long term. The District and the Union agree to form a committee to explore an alternate schedule. Committee will meet quarterly at a minimum. The committee will have equal number of District and Union members with a maximum of three per group.

22.7 Vacation leave must be requested by shift personnel no later than 1800 hours on the employee's immediately preceding shift (42- and 40-hour personnel must submit by 18:00 two (2) days prior to requested day) and by non-shift personnel at least twenty-four (24) hours in advance. The District has the right to deny vacation requests if the request has a negative impact on the District.

In exigent circumstances where vacation leave is requested after the deadline, the leave request must be submitted to the on-duty Battalion Chief. The Union acknowledges that granting short notice leave requests may also result in short notice mandatory holdover and holds the District harmless in these situations.

22.8 In the event of termination or retirement, the employee may have the option of taking accrued vacation time off or receive pay for same.

22.9 Years of service for vacation purposes shall include total time served with any district that is now in the merged district as calculated for the purpose of seniority.

22.10 Employees who transfer between a 24-hour shift position, 40-hour position, or 42-hour position will earn pro rata vacation under the schedules in paragraphs 22.1, 22.10, and 22.15 according to the portion of the year spent on each job. In making that computation, the vacation schedule for 24-hour shift employees is understood to include extra vacation time in lieu of three (3) holiday shifts.

If an employee moves from a 24-hour shift position to any contractually recognized work scheduled. A conversion will be applied to the employee's vacation bank upon entry to that assignment. The inverse will be applied to those coming from any other

contractually recognized schedule to a 24-hour shift position. The conversion factors will be calculated using the defined work week average for 24-hour shift positions found in the wage scale section of the CBA. The conversion will be factored to the nearest hundredth. The conversion will happen no later than the nearest payroll cycle completion. For those employees that are on an alternative duty (light duty) the vacation and sick leave caps will stay as shift work caps, the monthly accrual rates will be based on the 40-hour rates until re-assigned to shift work.

On July 1, 2021, any employee currently assigned to a 40-hour work week that has the potential of going to a 24-hour shift position shall have their current vacation bank converted using the old conversion method. Article 22.10 will then be applied to each employee's vacation bank.

22.11 Sections 22.1, 22.3, and 22.15 do not apply to 40-hour employees. The remainder of Article 22 does apply to 40-hour employees.

22.12 Employees 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 consist of earned vacation designated by the employee.

It will begin no sooner than five (5) years prior to the employee's specified retirement date. For 24-hour shift personnel, it will consist of a maximum of two (2) years accrual plus ten (10) shifts, which equals a cap of up to 1104 hours. For 40-hour personnel, it will consist of a maximum of two (2) years accrual plus 160 hours, which equals a cap of up to 676 hours. For 42-hour personnel, it will consist of a maximum of two (2) years accrual plus 190 hours, which equals a cap of up to 780 hours. This vacation will be cashed out by the District at the employee's retirement and shall be compensated at the employee's rate of pay at retirement.

Employees may elect to use the cash out option detailed in company policy.

22.13 40-hour employees will have Fourteen (14) holidays per year as follows:

New Year's Day	1 st of January
Martin Luther King Jr. Day	3 rd Monday of January
President's Day	3 rd Monday of February
Memorial Day	4 th Monday of May
Juneteenth	19 th of June
Independence Day	4 th of July
Labor Day	1 st Monday of September
Veteran's Day	11 th of November
Thanksgiving Day	4 th Thursday of November
Christmas Day	25 th of December
Four (4) Floating Holidays	Employee's Choice

For payroll purposes, the holiday is based on the same number of hours as the employee's normal daily work schedule.

42-hour employees will accrue vacation hours on a monthly basis.

22.14 See section 20.9 for FLSA shifts that are additional time off duty.

22.15 The Union and District will work together to establish policies and procedures required for joint operation of the Telestaff system.

22.16 Effective July 1, 2022, 40-hour employees will be allowed one (1) Personal Day per fiscal year. Personal Days may not be banked, carried over, or sold back to the District.

ARTICLE 23 – HEALTH AND WELFARE

23.1 The District will provide a cafeteria plan which includes employee health insurance coverage, and allows employees to select dependent health insurance coverage, disability insurance, post-employment health insurance, child care, deferred compensation, and a cash option. The plan will provide for optional employee contributions as well as the District's contribution.

- a. Effective July 1, 2011, the contribution to the Partially Self-Funded Medical Plan will be \$1,025 per employee per month. Effective September 1, 2015, the Fire District contribution to the Partially Self-Funded Medical Plan will be an amount equal to 90% of the cost of the composite rate for medical and dental coverage. Effective July 1, 2017, the Fire District contribution will be 92.5% of the cost of the composite rate for medical and dental coverage.
- b. The method used to determine the District's average monthly composite cost payment per Section 23.1 will be as follows: the District's Agent of Record will provide the total tiered rate cost for medical and dental insurance coverage and the District will calculate the final composite cost for the number of bargaining unit employees covered. The resulting number is the actual average monthly composite cost per bargaining unit employee.
- c. Effective July 1, 2015, the District will contribute \$100 dollars into the employee's PEHP (Post Employment Health Plan).
- d. A committee of up to three (3) members selected by management and up to three (3) members selected by the Union will consider alternate coverage, carriers and recommend to the Fire Chief direction of any residual monies from administering the plan, collaboratively. All committee members shall be active participants in the current plan.
- e. Effective July 1, 2016, the District will contribute an amount equal to 1% of base wages to a retirement trust account. The District and Union agree that the terms of the trust will be determined within the trust document by mutual agreement

between the parties and with review of legal counsel. Effective July 1, 2017, the District will contribute an amount equal to 1% of base wages to the trust account.

- f. Effective July 1, 2016, upon retirement banked vacation as outlined in Article 22 may be rolled into the employee's PEHP account under the following conditions:
 - (1) The employee must give at least thirty (30) calendar days written notice of intent to move their vacation bank into their PEHP account.
 - (2) The employee understands that rollover of banked vacation into a PEHP plan is not PERS compensable.
- g. The District and Union agree to work together to explore the option of migrating to a VEBA plan to replace the PEHP plan within the duration of this contract.
- h. The District and Union agree to explore Trust products, composite factors, dual coverage, clinics and yet to be discovered partnerships in Health Care.

23.2 An employee may opt out of the medical and/or dental insurance coverage described in Sections 23.1 and 23.2 under the following conditions:

- a. Effective July 1, 2005, up to seven (7) bargaining unit employees who are eligible for health insurance may opt out. If more than seven (7) employees wish to opt out, District seniority as outlined in Article 8 will be the basis for inclusion in this program. As more opt out openings become available through attrition or otherwise, they will be offered first to bargaining unit employees until a pro-rata portion of bargaining unit members, based on the total number of bargaining unit members and the total number of staff have opted out.
- b. The following amounts will be paid as additional wages to the employee who opts out: \$450/month if the employee opts out of both medical and dental coverage; \$350/month if the employee opts out of medical coverage but retains dental coverage; if the employee opts out of only dental coverage the sum is \$100.00.
- c. Prior to receiving the rebate and waiving coverage, the employee must provide written proof of current medical insurance coverage under another plan to the District, must agree to maintain that coverage in effect during the opt out period, and must sign a form waiving coverage under the District group insurance. The written proof of insurance must include the employee's name, name of the insurance carrier, and effective dates if the coverage.
- d. An employee's decision to opt out can be rescinded by written notice to the District due to a qualifying event.
- e. Participation in the opt out program will be reviewed annually during the open enrollment/renewal period.
- f. The opt out will not affect the employee's 401a contribution.

- 23.3** Upon retirement, employees may elect continuation of coverage for themselves and their spouses under the District's group health and welfare plan; provided, however, that the retired employees reimburse the District in full for the premiums for such coverage. This reimbursement shall be paid to the District monthly in advance of the due date for payment of each premium by the District.
- 23.4** If an employee is killed in the line of duty, the District shall provide, and pay the premiums, for a two-year period, medical/dental insurance to employee's surviving family. Medical/dental benefits are to be, at a minimum, equal to the plans in effect for the unit membership. Aforementioned benefit shall be in effect if said line of duty death conformed to the Federal Public Safety Officers Benefit law. Said benefit shall cease when the surviving spouse remarries or after twenty-four (24) months.
- 23.5** In the event of a retired employee's death, their family may elect to continue under the District's group plan, at their own expense.
- 23.6** The District will provide short and long term off the job disability insurance for eligible employees who are not working in any other occupation, who are unable to work at the District because of non-job-related illness or injury.
- 23.7** The District shall continue to provide an Employee Assistance Program.

ARTICLE 24 – COMPASSIONATE LEAVE

- 24.1** An employee may take up to two (2) shifts, or forty (40) hours for day personnel or an average of forty-two (42) for 42-hour personnel of funeral leave for a death in the family per fiscal year. The First two (2) shifts, or forty (40) hours for day personnel, or an average of forty-two (42) hours for 42-hour personnel can be taken by the employee and the time will not be charged to any accrual leave. Additional time off may be approved by the Fire Chief on a limited, case by case basis.

ARTICLE 25 – EDUCATION

- 25.1** Under the Fire District's education assistance program, employees are eligible for District payment of the tuition, testing fees, and other direct expenses of courses that are part of a paramedic certification program. The employee must apply for and receive approval from the Fire Chief prior to pursuing District funded paramedic education, which will be approved or denied based on District paramedic needs. These expenses will be reimbursed or advanced based on the employee completing the course with a passing grade or reimbursing the District if the employee fails to do so. As the employee's attendance is voluntary, the District will not compensate the employee for attendance at certification programs but will allow trade time or vacation leave at the employee's discretion.

- 25.2** The District shall provide re-certification training for all EMTs and Paramedics in the bargaining unit, either through a District program or at other schools and seminars. When continuing education hours toward re-certification are mandated by the state, District, or physician adviser, and requires classroom attendance, tuition, fees and related expenses shall be paid by the District. The employee will be allowed to attend re-certification classes during on-duty time when District operations will not be adversely affected. Employees required by the District to attend an annual re-certification class while off duty shall be compensated for their time.
- 25.3** An employee attending educational courses for the purpose of career enrichment or advancement may apply for tuition reimbursement, fees, and other direct expenses, through the Training Division. If approved in writing by the Training Chief, the rate of reimbursement will be 75% of the total cost of tuition, fees, and other direct expenses, up to a limit of \$5,250 per calendar year. The employee must pass with a "C" or better grade, if applicable to receive reimbursement. Time at class will not be considered work time and will not be paid, unless required by the District. If an employee is attending an approved educational course from an on-duty status, the employee will arrange their own relief.
- 25.4** An employee attending job related certification courses or conferences may apply for payment of course fees and other direct expenses through the Training Division. If approved in writing by the Training Chief, the District will pay the course or conference fees directly to the vendor. Attendance is not considered work time and will not be paid unless attendance is required by the District. If an employee is attending an approved course or conference from an on-duty status, the employee will arrange their own relief, unless attendance is required by the District. If the employee does not pass the course or does not attend the conference, the employee must reimburse the District any pre-paid costs.
- 25.5** An employee who is assigned to a specialty company as selected by a mutually agreed upon selection process and is in need of training to become a certified as a member of a specialty company, all class tuition, fees, textbooks, and travel will be paid for by the District. Time at the class will be at the employee's 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 26 – LEAVE OF ABSENCE

- 26.1** A permanent employee may be granted a leave of absence without pay, for up to six (6) months when the work of the District will not be seriously handicapped by their absence. Requests for such leave must be in writing and must establish reasonable justification for approval by the Fire Chief. A leave of absence for longer than three (3)

months must be approved by the Board of Directors.

- 26.2** Employees will not accrue additional sick pay or vacation during a leave of absence, which exceeds fourteen (14) calendar days.
- 26.3** Requests for leave of absence for parental leave, pregnancy, and family illness will be allowed in accordance with the provisions of federal and state statutes and regulations.

ARTICLE 27 – RETIREMENT

- 27.1** The District shall continue to participate in the Oregon Public Employees Retirement System, including the contribution described in Article 19.1.
- 27.2** The District shall continue to participate in the PERS Sick Leave Incentive Program as allowed under PERS rules.

ARTICLE 28 – DEFERRED COMPENSATION

- 28.1** The District will offer a deferred compensation program as permitted under applicable federal law and Internal Revenue Service rules. Employees may designate, on a monthly basis, any amount as a percentage of their base wage up to the legal maximum to be placed in their deferred compensation account. The employee is responsible for the submitting of the appropriate paperwork in a timely manner. The District assumes no liability for any error in omission. Effective January 1, 2016, employees will be able to designate a percentage of all wages up to the legal maximum to be placed in their deferred compensation account.
- 28.2** A committee consisting of unit members elected by the unit membership will meet on an ad hoc basis to oversee deferred compensation issues as needed.
- 28.3** The District will make a monthly matching 401A contribution to each employee, dollar for dollar. Effective January 1, 2020, the monthly matching contribution will be 3% of TSFF. Effective January 1, 2021, the monthly matching contribution will be 4% of TSFF. Effective July 1, 2022, the monthly matching contribution will be 5% of TSFF.

All ranks will contribute dollar for dollar except newly hired Firefighters, Paramedics, Fire Inspectors, Public Educators, and EMS Trainers. Their contribution will be as follows, in year 1 of employment they will match 1%, in year 2 of employment they will match 2%, in year 3 and above they will match 3% to receive the full contribution, as listed above, from the District. Effective July 1, 2022, in year 3 of employment they will match 3% and in year 4 and above, they must contribute 4% to receive the full contribution, as listed above, from the District. Beginning July 1, 2022, any employee contributing less than the percentage previously listed will receive a dollar-for-dollar match. Employees must contribute the full percentage

listed to receive the full employer contribution.

For current employees beginning January 1, 2019, the ranks of Firefighter, Paramedic, Fire Inspector, Public Educator, and EMS Trainer will contribute 1%, in January 1, 2020 the rank of FF, SRP and Inspector will contribute 2%, In January 1, 2021 the rank of FF, SRP and Inspector will contribute 3%, to receive the full contribution, as listed above, from the District. Effective July 1, 2022, the ranks of Firefighter, Paramedic, Fire Inspector, Public Educator, and EMS Trainer must contribute 4%, to receive the full contribution, as listed above, from the District. Beginning July 1, 2022, any employee contributing less than the percentage previously listed will receive a dollar-for-dollar match. Employees must contribute the full percentage listed to receive the full employer contribution.

- 28.4** To maintain bargaining unit members' retirement account security due to changes imposed by SB1049, effective January 1, 2021, The District will make a contribution to each employee's 401a account in the form of 1.45% of PERS compensable wages each pay period. This contribution will be made without the requirement of a matching contribution by the employee and is in addition to the already established 401a contribution as outlined in 28.3. Effective January 1, 2021, The Union agrees to a 1% reduction in wage to fund the above employer 401A contributions.

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

ARTICLE 29 – MILITARY LEAVE

- 29.1** Employees serving in military reserve programs shall be allowed to serve their regular two (2) week encampment with no reduction in total compensation received from the District, provided that they turn over to said District any and all sums received from the military for this two (2) week period.
- 29.2** If the employee chooses not to turn over their military compensation, the time of encampment will be charged at their option, to either vacation or leave without pay status.
- 29.3** Employees pursuing membership in Military Reserve programs will be allowed to utilize leave, accrued or unpaid, for the duration of their training to become a member and will then follow 29.1 for ongoing training and required time.

ARTICLE 30 – PARAMEDICS (NON-SUPPRESSION)

- 30.1** Paramedics shall be entitled to all portions of this collective bargaining agreement except as expressly outlined in this article.
- 30.2** Wages: The Paramedic wage scale is part of the wage appendix. The wage scale shall be adjusted at the same rate as top step firefighter unless otherwise specified through

the collective bargaining process.

- 30.3** 42-hour schedule: The schedule will be developed by mutual agreement between Union and District. Paramedics assigned to a 42-hour schedule will not receive paid holidays. 42-hour Paramedics hourly rate will be the same as the 40-hour schedule. FLSA overtime will be paid when required. Sick and vacation leave will be accrued at the 40-hour rates outlined in Articles 21 and 22 of this collective bargaining agreement. Paramedics assigned to a 42-hour schedule will receive ten (10) personal days off per fiscal year.

Effective July 1, 2022, Paramedics assigned to a 42-hour schedule will receive one (1) additional personal day for a total of eleven (11) personal days per fiscal year.

Personal days may not be banked or carried over, however, up to (3) personal days 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.

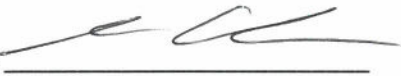
- 30.4** 24-hour schedule: District and Union will meet and confer to develop a 24-hour schedule and pay rate if the need for a 24-hour schedule arises during the term of this agreement.
- 30.5** Overtime: FLSA overtime will be paid to Paramedics when required for any extra hours worked on a normally scheduled workday or on call shifts. Firefighter/Paramedics working overtime on a Paramedic staffed unit will receive their normal overtime rate, except for holiday replacement on a 40-hour transporting medic unit for one of the 10 identified holidays in this agreement.
- 30.6** Vacancy replacement: If unassigned to Firefighter vacancy, Floater/Paramedics may be used to cover Paramedic vacancies on Paramedic staffed units. Paramedics will have the first right of refusal for call shift opportunities on Paramedic staffed units following the callboard rules. If no Paramedics take a given call shift, the shift may then be offered up to Firefighter/Paramedics. If a Paramedic shift goes mandatory, the Paramedic work group will be mandated to work first, then the Firefighter/Paramedic group if no Paramedics can work.
- 30.7** Time off on holidays will follow the callboard rules. Paramedics and Firefighter/Paramedics who work a replacement shift on one of the 10 observed holidays on a 40-hour Paramedic staffed transporting medic unit will receive time and one half of their respective 40-hour rate for that shift, plus applicable incentive pay.
- 30.8** Maximum hours: 40 hour and 42-hour Paramedics shall not work more than six (6) consecutive calendar days without one (1) calendar day break. 24-hour Paramedics shall not work more than 72 consecutive hours without at least a 12-hour break.
- 30.9** Vacation request deadline: 40- and 42-hour Paramedics shall request vacation no later than 1800 hours two (2) calendar days prior to the requested day per Article 22.7
- 30.10** Community Paramedic incentive: If a Community Paramedic is a non-suppression

Paramedic employee, the Community Paramedic will receive an incentive equal to 6% of top step Paramedic.

- 30.11** All required training will be provided on duty. Paramedics required to attend training off duty will be paid time and one-half overtime.
- 30.12** Paramedics will be able to test for entry level Firefighter/Paramedic positions within the District at any time, however, Paramedics must complete probation to receive any applicable incentive points as outlined in District policy. After 18 months, Paramedics are eligible to participate in a promotional process to the rank of Firefighter/Paramedic.

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

IAFF Local 1159

By: 

Mark Corless
President

Date:

Clackamas County Fire District No. 1

By: 

Nick Browne
Fire Chief

Date: 12/1/21

VACATION APPENDIX A
24-Hour Shift Vacation Accrual
July 1, 2021 – June 30, 2022

24-Hour Shift Vacation Accrual Effective July 1, 2021				
Years of Service	Annual Vacation Shifts	Annual Vacation Accrual	Monthly Accrual of Hours	Maximum Vacation Balance
During year 1	6	144	12	216
During year 2	7	168	14	252
During year 3	9	216	18	324
During year 4	11	264	22	396
During year 5	12	288	24	432
Beginning with year 6 and through year 7	13	312	26	468
Beginning with year 8 and through year 9	14	336	28	504
Beginning with year 10 and through year 14	15	360	30	540
Beginning with year 15 and through year 19	16	384	32	576
Beginning with year 20 and through year 24	17	408	34	612
Beginning with year 25 and thereafter	18	432	36	648

VACATION APPENDIX B

40-Hour Vacation Accrual
July 1, 2021 – June 30, 2022

40-Hour Vacation Accrual Effective July 1, 2021			
Years of Service	Annual Vacation Hours	Monthly Accrual of Hours	Maximum Vacation Balance
During year 1	80.4	6.7	120.6
During year 2	99.6	8.3	149.4
During year 3	120	10	180
During year 4	140.4	11.7	210.6
During year 5	150	12.5	225
Beginning with year 6 and through year 7	160.8	13.4	241.2
Beginning with year 8 and through year 9	172.8	14.4	259.2
Beginning with year 10 and through year 14	198	16.5	297
Beginning with year 15 and through year 19	223.2	18.6	334.8
Beginning with year 20 and through year 24	240	20	360
Beginning with year 25 and thereafter	258	21.5	387

VACATION APPENDIX C

42-Hour Vacation Accrual
July 1, 2021 – June 30, 2022

42-Hour Vacation Accrual Effective July 1, 2021			
Years of Service	Annual Vacation Hours	Monthly Accrual of Hours	Maximum Vacation Balance
During year 1	112.8	9.4	169.2
During year 2	132	11	198
During year 3	170.4	14.2	255.6
During year 4	208.8	17.4	313.2
During year 5	228	19	342
Beginning with year 6 and through year 7	246	20.5	369
Beginning with year 8 and through year 9	264	22	396
Beginning with year 10 and through year 14	284.4	23.7	426.6
Beginning with year 15 and through year 19	302.4	25.2	453.6
Beginning with year 20 and through year 24	322.8	26.9	484.2
Beginning with year 25 and thereafter	344.4	28.7	516.6

VACATION APPENDIX D
24-Hour Shift Vacation Accrual
July 1, 2022 – December 31, 2022

24-Hour Shift Vacation Accrual Effective July 1, 2022				
Years of Service	Annual Vacation Shifts	Annual Vacation Accrual	Monthly Accrual of Hours	Maximum Vacation Balance
During year 1	6	144	12	216
Beginning with year 2 and through year 3	9	216	18	324
Beginning with year 4 and through year 5	12	288	24	432
Beginning with year 6 and through year 7	13	312	26	468
Beginning with year 8 and through year 9	14	336	28	504
Beginning with year 10 and through year 14	15	360	30	540
Beginning with year 15 and through year 19	16	384	32	576
Beginning with year 20 and through year 24	17	408	34	612
Beginning with year 25 and thereafter	18	432	36	648

VACATION APPENDIX E
40-Hour Vacation Accrual
July 1, 2022 – June 30, 2024

40-Hour Vacation Accrual Effective July 1, 2022			
Years of Service	Annual Vacation Hours	Monthly Accrual of Hours	Maximum Vacation Balance
During year 1	80.4	6.7	120.6
Beginning with year 2 and through year 3	120	10	180
Beginning with year 4 and through year 5	150	12.5	225
Beginning with year 6 and through year 7	160.8	13.4	241.2
Beginning with year 8 and through year 9	172.8	14.4	259.2
Beginning with year 10 and through year 14	198	16.5	297
Beginning with year 15 and through year 19	223.2	18.6	334.8
Beginning with year 20 and through year 24	240	20	360
Beginning with year 25 and thereafter	258	21.5	387

VACATION APPENDIX F
42-Hour Vacation Accrual
July 1, 2022 – June 30, 2024

42-Hour Vacation Accrual Effective July 1, 2022			
Years of Service	Annual Vacation Hours	Monthly Accrual of Hours	Maximum Vacation Balance
During year 1	112.8	9.4	169.2
Beginning with year 2 and through year 3	170.4	14.2	255.6
Beginning with year 4 and through year 5	228	19	342
Beginning with year 6 and through year 7	246	20.5	369
Beginning with year 8 and through year 9	264	22	396
Beginning with year 10 and through year 14	284.4	23.7	426.6
Beginning with year 15 and through year 19	302.4	25.2	453.6
Beginning with year 20 and through year 24	322.8	26.9	484.2
Beginning with year 25 and thereafter	344.4	28.7	516.6

VACATION APPENDIX G
24-Hour Shift Vacation Accrual
January 1, 2023 – June 30, 2024

24-Hour Shift Vacation Accrual Effective January 1, 2023				
Years of Service	Annual Vacation Shifts	Annual Vacation Accrual	Monthly Accrual of Hours	Maximum Vacation Balance
During year 1	5.88	141.12	11.76	211.68
Beginning with year 2 and through year 3	8.82	211.68	17.64	317.52
Beginning with year 4 and through year 5	11.76	282.24	23.52	423.36
Beginning with year 6 and through year 7	12.74	305.76	25.48	458.64
Beginning with year 8 and through year 9	13.72	329.28	27.44	493.92
Beginning with year 10 and through year 14	14.70	352.80	29.40	529.20
Beginning with year 15 and through year 19	15.68	376.32	31.36	564.48
Beginning with year 20 and through year 24	16.66	399.84	33.32	599.76
Beginning with year 25 and thereafter	17.64	423.36	35.28	635.04

WAGE APPENDIX A (JUL 2021 - JUN 2022)

Clackamas Fire District #1

IAFF 1159 Wage Scales

Effective July 1, 2021 - June 30, 2022

Grade	Classification/Title	Footnote	Academy	Year 1-After Academy	Year 2	Year 3	Year 4
			NFPA FF1	NFPA FF1	NFPA FF1	NFPA FF2	
<u>Suppression</u>							
	Firefighter - Basic	2	Hourly	30.16	26.32	28.62	31.13
			Overtime	45.24	39.48	42.94	46.69
		4	OT Shift Rate (24 hours)		947.63	1,030.45	1,120.52
			Semi-Monthly	2,614.18	2,846.84	3,095.65	3,366.21
			Annually	62,740.29	68,324.18	74,295.71	80,789.15
	Firefighter - Intermediate	1, 2	Hourly	32.70	28.36	30.66	33.16
			Overtime	49.05	42.54	45.99	49.74
		4	OT Shift Rate (24 hours)		1,020.85	1,103.67	1,193.73
			Semi-Monthly	2,834.13	3,066.79	3,315.60	3,586.16
			Annually	68,019.05	73,602.94	79,574.47	86,067.92
	Firefighter - Paramedic	1, 2	Hourly	34.39	29.71	32.01	34.51
			Overtime	51.59	44.57	48.02	51.77
		4	OT Shift Rate (24 hours)		1,069.65	1,152.48	1,242.54
			Semi-Monthly	2,980.76	3,213.42	3,462.24	3,732.80
			Annually	71,538.23	77,122.11	83,093.65	89,587.09
			Step 1	Step 2			
			Aerial Operator				
	Apparatus Operator - Basic	2	Hourly	34.91	35.93		
			Overtime	52.37	53.89		
		4	OT Shift Rate (24 hours)	1,256.85	1,293.46		
			Semi-Monthly	3,775.78	3,885.76		
			Annually	90,618.77	93,258.15		
	Apparatus Operator - Intermediate	1, 2	Hourly	36.95	37.96		
			Overtime	55.42	56.94		
		4	OT Shift Rate (24 hours)	1,330.06	1,366.67		
			Semi-Monthly	3,995.73	4,105.70		
			Annually	95,897.53	98,536.91		
	Apparatus Operator- Paramedic	1, 2	Hourly	38.30	39.32		
			Overtime	57.45	58.98		
		4	OT Shift Rate (24 hours)	1,378.87	1,415.48		
			Semi-Monthly	4,142.36	4,252.34		
			Annually	99,416.71	102,056.09		

WAGE APPENDIX A (JUL 2021 - JUN 2022)

			<u>Step 1</u>	<u>Step 2</u>
			NFPA Fire Officer I	
Lieutenant (Basic, Intermediate, Paramedic)	2	Hourly	40.70	42.07
		Overtime	61.04	63.11
	4	OT Shift Rate (24 hours)	1,465.02	1,514.56
		Semi-Monthly	4,401.17	4,550.00
		Annually	105,628.05	109,200.02

			<u>Step 1</u>	<u>Step 2</u>
			NFPA Fire Officer II	
Captain (Basic, Intermediate, Paramedic)	2	Hourly	43.96	45.86
		Overtime	65.95	68.79
	4	OT Shift Rate (24 hours)	1,582.72	1,650.87
		Semi-Monthly	4,754.75	4,959.50
		Annually	114,114.02	119,028.02

		Academy	Year 1-After Academy	Year 2	Year 3	Year 4
Single Role Paramedics 40 hour	Hourly	26.57	28.16	29.85	32.09	34.33
	Overtime	39.85	42.24	44.77	48.13	51.50
	OT Shift Rate (10 hours)	398.49	422.40	447.75	481.33	515.02
	Semi-Monthly	2,302.41	2,440.55	2,586.99	2,781.01	2,975.68
	Annually	55,257.81	58,573.28	62,087.68	66,744.25	71,416.35

		Year 1	Year 2	Year 3	Year 4
Single Role Paramedics (2, 2, 3-12 shift)	Hourly	28.16	29.85	32.09	34.33
	Overtime	42.24	44.77	48.13	51.50
	OT Shift Rate (12 hours) - Pending on work schedule	506.88	537.30	577.59	618.03
	Semi-Monthly	2,684.66	2,845.73	3,059.17	3,273.31
	Annually	64,431.73	68,297.64	73,419.96	78,559.36

Training

			<u>Step 1</u>	<u>Step 2</u>
			NFPA Instructor I or NFPA Fire Officer I	
Lieutenant/TDY	3	Hourly	50.78	52.50
		Overtime	76.17	78.75
		Semi-Monthly	4,401.17	4,550.00
		Annually	105,628.05	109,200.02

			<u>Step 1</u>	<u>Step 2</u>
			NFPA Instructor II or NFPA Fire Officer II	
Captain/TDY	3	Hourly	54.86	57.23
		Overtime	82.29	85.84
		Semi-Monthly	4,754.75	4,959.50
		Annually	114,114.02	119,028.02

Public Information Office

		Step 2		
Public Information Officer - Captain/TDY	3	Hourly	57.23	
		Overtime	85.84	
		Semi-Monthly	4,959.50	
		Annually	119,028.02	

WAGE APPENDIX A (JUL 2021 - JUN 2022)

Fire Prevention

Deputy Fire Marshal - Lieutenant/TDY

3

Hourly
Overtime
Semi-Monthly
Annually

Step 1

50.78
76.17
4,401.17
105,628.05

Step 2

ICC Inspector II

52.50
78.75
4,550.00
109,200.02

Deputy Fire Marshal - Captain/TDY

3

Hourly
Overtime
Semi-Monthly
Annually

Step 1

54.86
82.29
4,754.75
114,114.02

Step 2

ICC Fire Inspector II

57.23
85.84
4,959.50
119,028.02

Fire Inspector

3

Hourly
Overtime
Semi-Monthly
Annually

Step 1

Probationary

ICC Fire
Inspector I

39.38
59.07
3,412.82
81,907.64

Step 2

NFPA Fire
Inspector I

41.66
62.49
3,610.63
86,655.11

Step 3

ICC Plans Examiner
or
NFPA Fire
Investigator

43.94
65.92
3,808.44
91,402.45

Public Educator

3

Hourly
Overtime
Semi-Monthly
Annually

Step 1

32.91
49.36
2,851.83
68,443.96

Step 2

34.81
52.22
3,017.24
72,413.71

Step 3

36.72
55.08
3,182.58
76,381.98

Emergency Medical Services

EMS Trainer - Paramedic

3

Hourly
Overtime
Semi-Monthly
Annually

Step 1

Probationary

39.38
59.07
3,412.82
81,907.74

Step 2

AHA BLS Instructor

41.66
62.49
3,610.63
86,655.11

Step 3

NFPA Instructor II

43.94
65.92
3,808.44
91,402.45

Incentive Pay

EMT - Intermediate
EMT - Paramedic
Swift Water Rescue
USAR
HazMat
Medic
Field Training Officer
Field Training Officer - Single Role Paramedic
Pager
Instructor

1
1

% of TSFF

6%
10%
6%
6%
6%
6%
6%
6%
15% TSFI
1.5 Lt. Step 2

Annually

Semi-Monthly

Regular Hourly

Overtime Hourly

5,278.76
8,797.94
5,278.76
5,278.76
5,278.76
5,278.76
5,278.76
4,284.98
63.11

219.95
366.58
219.95
219.95
219.95
219.95
219.95
178.54

2.03
3.39
2.03
2.03
2.03
2.03
2.03
2.06

3.05
5.08
3.05
3.05
3.05
3.05
3.05
3.09

Footnotes:

- 1 Included in base wages where applicable
- 2 24/48 shift schedule
- 3 40 hour schedule
- 4 Overtime shift rate - time and a half

Formula

The following factors were used to calculate rates:

Total days per year 365.00
Average Shifts 121.67
Kelly Days/year 13.52
Shifts/year worked 108.15
Total hour worked/year 2,595.60
Average work week 49.92

WAGE APPENDIX B (JUL 2022 - DEC 2022)

Clackamas Fire District #1

IAFF 1159 Wage Scales

Effective July 1, 2022 - December 31, 2022

Grade	Classification/Title	Footnote	Academy	Year 1-After Academy	Year 2	Year 3	Year 4
			NFPA FF1	NFPA FF1	NFPA FF1	NFPA FF2	
<u>Suppression</u>							
Firefighter - Basic	2	Hourly	30.46	26.59	28.91	31.44	34.23
		Overtime	45.70	39.88	43.36	47.16	51.35
	4	OT Shift Rate (24 hours)		957.11	1,040.76	1,131.72	1,232.44
		Semi-Monthly	2,640.32	2,875.31	3,126.61	3,399.88	3,702.47
		Annually	63,367.69	69,007.42	75,038.67	81,597.05	88,859.18
Firefighter - Intermediate	1, 2	Hourly	33.03	28.64	30.96	33.49	36.29
		Overtime	49.54	42.96	46.45	50.24	54.43
	4	OT Shift Rate (24 hours)		1,031.05	1,114.70	1,205.67	1,306.39
		Semi-Monthly	2,862.47	3,097.46	3,348.76	3,622.02	3,924.61
		Annually	68,699.24	74,338.97	80,370.22	86,928.60	94,190.73
Firefighter - Paramedic	1, 2	Hourly	34.74	30.01	32.33	34.86	37.66
		Overtime	52.10	45.01	48.50	52.29	56.49
	4	OT Shift Rate (24 hours)		1,080.35	1,164.00	1,254.96	1,355.69
		Semi-Monthly	3,010.57	3,245.56	3,496.86	3,770.12	4,072.71
		Annually	72,253.61	77,893.34	83,924.58	90,482.96	97,745.10
			Step 1	Step 2			
			Aerial Operator				
Apparatus Operator - Basic	2	Hourly	35.26	36.29			
		Overtime	52.89	54.43			
	4	OT Shift Rate (24 hours)	1,269.42	1,306.39			
		Semi-Monthly	3,813.54	3,924.61			
		Annually	91,524.96	94,190.73			
Apparatus Operator - Intermediate	1, 2	Hourly	37.32	38.34			
		Overtime	55.97	57.51			
	4	OT Shift Rate (24 hours)	1,343.36	1,380.34			
		Semi-Monthly	4,035.69	4,146.76			
		Annually	96,856.51	99,522.28			
Apparatus Operator- Paramedic	1, 2	Hourly	38.69	39.71			
		Overtime	58.03	59.57			
	4	OT Shift Rate (24 hours)	1,392.66	1,429.63			
		Semi-Monthly	4,183.79	4,294.86			
		Annually	100,410.88	103,076.65			

WAGE APPENDIX B (JUL 2022 - DEC 2022)

			<u>Step 1</u>	<u>Step 2</u>
			NFPA Fire Officer I	
Lieutenant (Basic, Intermediate, Paramedic)	2	Hourly	41.10	42.49
		Overtime	61.65	63.74
	4	OT Shift Rate (24 hours)	1,479.67	1,529.71
		Semi-Monthly	4,445.18	4,595.50
		Annually	106,684.33	110,292.02

			<u>Step 1</u>	<u>Step 2</u>
			NFPA Fire Officer II	
Captain (Basic, Intermediate, Paramedic)	2	Hourly	44.40	46.32
		Overtime	66.61	69.47
	4	OT Shift Rate (24 hours)	1,598.55	1,667.38
		Semi-Monthly	4,802.30	5,009.10
		Annually	115,255.16	120,218.30

		Academy	Year 1-After Academy	Year 2	Year 3	Year 4
Single Role Paramedics 40 hour	Hourly	26.83	28.44	30.15	32.41	34.68
	Overtime	40.25	42.66	45.22	48.61	52.02
	OT Shift Rate (10 hours)	402.48	426.63	452.23	486.14	520.17
	Semi-Monthly	2,325.43	2,464.96	2,612.86	2,808.82	3,005.44
	Annually	55,810.39	59,159.01	62,708.55	67,411.69	72,130.51

		Year 1	Year 2	Year 3	Year 4
Single Role Paramedics (2, 2, 3-12 shift)	Hourly	28.44	30.15	32.41	34.68
	Overtime	42.66	45.22	48.61	52.02
	OT Shift Rate (12 hours) - Pending on work schedule	511.95	542.67	583.37	624.21
	Semi-Monthly	2,711.50	2,874.19	3,089.76	3,306.04
	Annually	65,076.05	68,980.61	74,154.16	79,344.95

Training

			<u>Step 1</u>	<u>Step 2</u>
			NFPA INSTRUCTOR I OR NFPA FIRE Officer I	
Lieutenant/TDY	3	Hourly	51.29	53.03
		Overtime	76.94	79.54
		Semi-Monthly	4,445.18	4,595.50
		Annually	106,684.33	110,292.02

			<u>Step 1</u>	<u>Step 2</u>
			NFPA INSTRUCTOR II OR NFPA FIRE Officer II	
Captain/TDY	3	Hourly	55.41	57.80
		Overtime	83.12	86.70
		Semi-Monthly	4,802.30	5,009.10
		Annually	115,255.16	120,218.30

Public Information Office

			Step 2
Public Information Officer - Captain/TDY	3	Hourly	57.80
		Overtime	86.70
		Semi-Monthly	5,009.10
		Annually	120,218.30

WAGE APPENDIX B (JUL 2022 - DEC 2022)

Fire Prevention

Deputy Fire Marshal - Lieutenant/TDY

3

Hourly
Overtime
Semi-Monthly
Annually

Step 1

51.29
76.94
4,445.18
106,684.33

Step 2

ICC Inspector II

53.03
79.54
4,595.50
110,292.02

Deputy Fire Marshal - Captain/TDY

3

Hourly
Overtime
Semi-Monthly
Annually

Step 1

55.41
83.12
4,802.30
115,255.16

Step 2

ICC Fire Inspector II

57.80
86.70
5,009.10
120,218.30

Fire Inspector

3

Hourly
Overtime
Semi-Monthly
Annually

Step 1

Probationary

ICC Fire
Inspector I

39.77
59.66
3,446.95
82,726.72

Step 2

NFPA Fire
Inspector I

42.08
63.12
3,646.74
87,521.66

Step 3

ICC Fire Inspector
or
NFPA Fire
Investigator

44.38
66.57
3,846.52
92,316.47

Public Educator

3

Hourly
Overtime
Semi-Monthly
Annually

Step 1

33.23
49.85
2,880.35
69,128.40

Step 2

35.16
52.74
3,047.41
73,137.85

Step 3

37.09
55.63
3,214.41
77,145.80

Emergency Medical Services

EMS Trainer - Paramedic

3

Hourly
Overtime
Semi-Monthly
Annually

Step 1

Probationary

39.77
59.66
3,446.95
82,726.82

Step 2

AHA BLS Instructor

42.08
63.12
3,646.74
87,521.66

Step 3

NFPA Instructor II

44.38
66.57
3,846.52
92,316.47

Incentive Pay

% of TSFF

Annually

Semi-Monthly

Regular Hourly

Overtime Hourly

EMT - Intermediate

1

6%

5,331.55

222.15

2.05

3.08

EMT - Paramedic

1

10%

8,885.92

370.25

3.42

5.14

Swift Water Rescue

6%

5,331.55

222.15

2.05

3.08

USAR

6%

5,331.55

222.15

2.05

3.08

HazMat

6%

5,331.55

222.15

2.05

3.08

Medic

6%

5,331.55

222.15

2.05

3.08

Field Training Officer

6%

5,331.55

222.15

2.05

3.08

Field Training Officer - Single Role Paramedic

6%

4,327.83

180.33

2.08

3.12

Pager

15% TSFI

6.66

Instructor

1.5 Lt. Step 2

63.74

Footnotes:

- 1 Included in base wages where applicable
- 2 24/48 shift schedule
- 3 40 hour schedule
- 4 Overtime shift rate - time and a half

Formula

The following factors were used to calculate rates:

Total days per year	365.00
Average Shifts	121.67
Kelly Days/year	13.52
Shifts/year worked	108.15
Total hour worked/year	2,595.60
Average work week	49.92

WAGE APPENDIX C (JAN 2023 - JUN 2023)

Clackamas Fire District #1

IAFF 1159 Wage Scales

Effective January 1, 2023 - June 30, 2023

Grade	Classification/Title	Footnote	Academy	Year 1-After Academy	Year 2	Year 3	Year 4
			NFPA FF1	NFPA FF1	NFPA FF1	NFPA FF2	
<u>Suppression</u>							
Firefighter - Basic	2	Hourly	30.46	27.01	29.37	31.94	34.78
		Overtime	45.70	40.52	44.06	47.91	52.17
	4	OT Shift Rate (24 hours)		972.39	1,057.38	1,149.79	1,252.13
		Semi-Monthly	2,640.32	2,875.31	3,126.61	3,399.88	3,702.47
		Annually	63,367.69	69,007.42	75,038.67	81,597.05	88,859.18
Firefighter - Intermediate	1, 2	Hourly	33.03	29.10	31.46	34.03	36.87
		Overtime	49.54	43.65	47.19	51.04	55.30
	4	OT Shift Rate (24 hours)		1,047.52	1,132.51	1,224.92	1,327.25
		Semi-Monthly	2,862.47	3,097.46	3,348.76	3,622.02	3,924.61
		Annually	68,699.24	74,338.97	80,370.22	86,928.60	94,190.73
Firefighter - Paramedic	1, 2	Hourly	34.74	30.49	32.85	35.42	38.26
		Overtime	52.10	45.73	49.27	53.13	57.39
	4	OT Shift Rate (24 hours)		1,097.60	1,182.59	1,275.01	1,377.34
		Semi-Monthly	3,010.57	3,245.56	3,496.86	3,770.12	4,072.71
		Annually	72,253.61	77,893.34	83,924.58	90,482.96	97,745.10
			Step 1	Step 2			
Apparatus Operator - Basic	2	Hourly	35.82	36.87			
		Overtime	53.74	55.30			
	4	OT Shift Rate (24 hours)	1,289.69	1,327.25			
		Semi-Monthly	3,813.54	3,924.61			
		Annually	91,524.96	94,190.73			
Apparatus Operator - Intermediate	1, 2	Hourly	37.91	38.96			
		Overtime	56.87	58.43			
	4	OT Shift Rate (24 hours)	1,364.82	1,402.38			
		Semi-Monthly	4,035.69	4,146.76			
Apparatus Operator- Paramedic	1, 2	Hourly	39.30	40.35			
		Overtime	58.95	60.52			
	4	OT Shift Rate (24 hours)	1,414.90	1,452.47			
		Semi-Monthly	4,183.79	4,294.86			
		Annually	100,410.88	103,076.65			

WAGE APPENDIX C (JAN 2023 - JUN 2023)

			<u>Step 1</u>	<u>Step 2</u>
			NFPA Fire Officer I	
Lieutenant (Basic, Intermediate, Paramedic)	2	Hourly	41.76	43.17
		Overtime	62.64	64.76
	4	OT Shift Rate (24 hours)	1,503.30	1,554.14
		Semi-Monthly	4,445.18	4,595.50
		Annually	106,684.33	110,292.02

			<u>Step 1</u>	<u>Step 2</u>
			NFPA Fire Officer II	
Captain (Basic, Intermediate, Paramedic)	2	Hourly	45.11	47.06
		Overtime	67.67	70.58
	4	OT Shift Rate (24 hours)	1,624.07	1,694.01
		Semi-Monthly	4,802.30	5,009.10
		Annually	115,255.16	120,218.30

		Academy	Year 1-After Academy	Year 2	Year 3	Year 4
Single Role Paramedics 40 hour	Hourly	26.83	28.44	30.15	32.41	34.68
	Overtime	40.25	42.66	45.22	48.61	52.02
	OT Shift Rate (10 hours)	402.48	426.63	452.23	486.14	520.17
	Semi-Monthly	2,325.43	2,464.96	2,612.86	2,808.82	3,005.44
	Annually	55,810.39	59,159.01	62,708.55	67,411.69	72,130.51

		Year 1	Year 2	Year 3	Year 4
Single Role Paramedics (2, 2, 3-12 shift)	Hourly	28.44	30.15	32.41	34.68
	Overtime	42.66	45.22	48.61	52.02
	OT Shift Rate (12 hours) - Pending on work schedule	511.95	542.67	583.37	624.21
	Semi-Monthly	2,711.50	2,874.19	3,089.76	3,306.04
	Annually	65,076.05	68,980.61	74,154.16	79,344.95

Training

			<u>Step 1</u>	<u>Step 2</u>
			NFPA Instructor I or NFPA Fire Officer I	
Lieutenant/TDY	3	Hourly	51.29	53.03
		Overtime	76.94	79.54
		Semi-Monthly	4,445.18	4,595.50
		Annually	106,684.33	110,292.02

			<u>Step 1</u>	<u>Step 2</u>
			NFPA Instructor II or NFPA Fire Officer II	
Captain/TDY	3	Hourly	55.41	57.80
		Overtime	83.12	86.70
		Semi-Monthly	4,802.30	5,009.10
		Annually	115,255.16	120,218.30

Public Information Office

			Step 2
Public Information Officer - Captain/TDY	3	Hourly	57.80
		Overtime	86.70
		Semi-Monthly	5,009.10
		Annually	120,218.30

WAGE APPENDIX C (JAN 2023 - JUN 2023)

Fire Prevention

Deputy Fire Marshal - Lieutenant/TDY

3

Hourly
Overtime
Semi-Monthly
Annually

Step 1

51.29
76.94
4,445.18
106,684.33

Step 2

ICC Inspector II

53.03
79.54
4,595.50
110,292.02

Deputy Fire Marshal - Captain/TDY

3

Hourly
Overtime
Semi-Monthly
Annually

Step 1

55.41
83.12
4,802.30
115,255.16

Step 2

ICC Fire Inspector II

57.80
86.70
5,009.10
120,218.30

Fire Inspector

3

Hourly
Overtime
Semi-Monthly
Annually

Step 1

Probationary

ICC Fire
Inspector I

39.77
59.66
3,446.95
82,726.72

Step 2

NFPA Fire
Inspector I

42.08
63.12
3,646.74
87,521.66

Step 3

ICC Fire Inspector
or
NFPA Fire
Investigator

44.38
66.57
3,846.52
92,316.47

Public Educator

3

Hourly
Overtime
Semi-Monthly
Annually

Step 1

33.23
49.85
2,880.35
69,128.40

Step 2

35.16
52.74
3,047.41
73,137.85

Step 3

37.09
55.63
3,214.41
77,145.80

Emergency Medical Services

EMS Trainer - Paramedic

3

Hourly
Overtime
Semi-Monthly
Annually

Step 1

Probationary

39.77
59.66
3,446.95
82,726.82

Step 2

AHA BLS Instructor

42.08
63.12
3,646.74
87,521.66

Step 3

NFPA Instructor II

44.38
66.57
3,846.52
92,316.47

Incentive Pay

% of TSFF

Annually

Semi-Monthly

Regular Hourly

Overtime Hourly

EMT - Intermediate

1

6%

5,331.55

222.15

2.09

3.13

EMT - Paramedic

1

10%

8,885.92

370.25

3.48

5.22

Swift Water Rescue

6%

5,331.55

222.15

2.09

3.13

USAR

6%

5,331.55

222.15

2.09

3.13

HazMat

6%

5,331.55

222.15

2.09

3.13

Medic

6%

5,331.55

222.15

2.09

3.13

Field Training Officer

6%

5,331.55

222.15

2.09

3.13

Field Training Officer - Single Role Paramedic

6%

4,327.83

180.33

2.08

3.12

Pager

15% TSFI

6.66

Instructor

1.5 Lt. Step 2

64.76

Footnotes:

- 1 Included in base wages where applicable
- 2 24/72 shift schedule
- 3 40 hour schedule
- 4 Overtime shift rate - time and a half

Formula

The following factors were used to calculate rates:

Total days per year	365.00
Average Shifts	121.67
DWDs/year	15.22
Shifts/year worked	106.45
Total hour worked/year	2,554.80
Average work week	49.13

WAGE APPENDIX D (JUL 2023 - JUNE 2024)

Clackamas Fire District #1

IAFF 1159 Wage Scales

Effective July 1, 2023 - June 30, 2024

Grade	Classification/Title	Footnote	Academy	Year 1-After Academy	Year 2	Year 3	Year 4
			NFPA FF1	NFPA FF1	NFPA FF1	NFPA FF2	
<u>Suppression</u>							
Firefighter - Basic	2	Hourly	31.38	27.82	30.25	32.90	35.82
		Overtime	47.07	41.73	45.38	49.35	53.74
	4	OT Shift Rate (24 hours)		1,001.56	1,089.10	1,184.29	1,289.69
		Semi-Monthly	2,719.53	2,961.57	3,220.41	3,501.87	3,813.54
		Annually	65,268.72	71,077.64	77,289.82	84,044.95	91,524.95
Firefighter - Intermediate	1, 2	Hourly	34.02	29.97	32.40	35.05	37.97
		Overtime	51.03	44.96	48.60	52.57	56.96
	4	OT Shift Rate (24 hours)		1,078.95	1,166.48	1,261.67	1,367.07
		Semi-Monthly	2,948.34	3,190.38	3,449.22	3,730.69	4,042.35
		Annually	70,760.22	76,569.13	82,781.32	89,536.45	97,016.45
Firefighter - Paramedic	1, 2	Hourly	35.78	31.40	33.84	36.48	39.41
		Overtime	53.67	47.11	50.75	54.72	59.11
	4	OT Shift Rate (24 hours)		1,130.53	1,218.07	1,313.26	1,418.66
		Semi-Monthly	3,100.88	3,342.92	3,601.76	3,883.23	4,194.89
		Annually	74,421.22	80,230.13	86,442.32	93,197.45	100,677.45
			Step 1	Step 2			
Apparatus Operator - Basic	2	Hourly	36.90	37.97			
		Overtime	55.35	56.96			
	4	OT Shift Rate (24 hours)	1,328.38	1,367.07			
		Semi-Monthly	3,927.95	4,042.35			
		Annually	94,270.70	97,016.45			
Apparatus Operator - Intermediate	1, 2	Hourly	39.05	40.12			
		Overtime	58.57	60.19			
	4	OT Shift Rate (24 hours)	1,405.76	1,444.45			
		Semi-Monthly	4,156.76	4,271.16			
		Annually	99,762.20	102,507.95			
Apparatus Operator- Paramedic	1, 2	Hourly	40.48	41.56			
		Overtime	60.72	62.33			
	4	OT Shift Rate (24 hours)	1,457.35	1,496.04			
		Semi-Monthly	4,309.30	4,423.71			
		Annually	103,423.20	106,168.95			

WAGE APPENDIX D (JUL 2023 - JUNE 2024)

			<u>Step 1</u>	<u>Step 2</u>
			NFPA Fire Officer I	
Lieutenant (Basic, Intermediate, Paramedic)	2	Hourly	43.01	44.47
		Overtime	64.52	66.70
	4	OT Shift Rate (24 hours)	1,548.40	1,600.76
		Semi-Monthly	4,578.54	4,733.37
		Annually	109,884.86	113,600.77

			<u>Step 1</u>	<u>Step 2</u>
			NFPA Fire Officer II	
Captain (Basic, Intermediate, Paramedic)	2	Hourly	46.47	48.47
		Overtime	69.70	72.70
	4	OT Shift Rate (24 hours)	1,672.80	1,744.83
		Semi-Monthly	4,946.37	5,159.37
		Annually	118,712.81	123,824.84

		Academy	Year 1-After Academy	Year 2	Year 3	Year 4
Single Role Paramedics 40 hour	Hourly	27.64	29.30	31.05	33.38	35.72
	Overtime	41.46	43.94	46.58	50.07	53.58
	OT Shift Rate (10 hours)	414.55	439.43	465.79	500.73	535.78
	Semi-Monthly	2,395.20	2,538.91	2,691.24	2,893.09	3,095.60
	Annually	57,484.70	60,933.78	64,589.81	69,434.05	74,294.43

		Year 1	Year 2	Year 3	Year 4
Single Role Paramedics (2, 2, 3-12 shift)	Hourly	29.30	31.05	33.38	35.72
	Overtime	43.94	46.58	50.07	53.58
	OT Shift Rate (12 hours) - Pending on work schedule	527.31	558.95	600.87	642.93
	Semi-Monthly	2,792.85	2,960.42	3,182.45	3,405.22
	Annually	67,028.33	71,050.03	76,378.79	81,725.30

Training

			<u>Step 1</u>	<u>Step 2</u>
			NFPA INSTRUCTOR I OR NFPA FIRE Officer I	
Lieutenant/TDY	3	Hourly	52.83	54.62
		Overtime	79.24	81.92
		Semi-Monthly	4,578.54	4,733.37
		Annually	109,884.86	113,600.77

			<u>Step 1</u>	<u>Step 2</u>
			NFPA Instructor II or NFPA Fire Officer II	
Captain/TDY	3	Hourly	57.07	59.53
		Overtime	85.61	89.30
		Semi-Monthly	4,946.37	5,159.37
		Annually	118,712.81	123,824.84

Public Information Office

		<u>Step 2</u>		
Public Information Officer - Captain/TDY	3	Hourly	59.53	
		Overtime	89.30	
		Semi-Monthly	5,159.37	
		Annually	123,824.84	

WAGE APPENDIX D (JUL 2023 - JUNE 2024)

Fire Prevention

Deputy Fire Marshal - Lieutenant/TDY

3

Hourly
Overtime
Semi-Monthly
Annually

Step 1

52.83
79.24
4,578.54
109,884.86

Step 2

ICC Inspector II

54.62
81.92
4,733.37
113,600.77

Deputy Fire Marshal - Captain/TDY

3

Hourly
Overtime
Semi-Monthly
Annually

Step 1

57.07
85.61
4,946.37
118,712.81

Step 2

ICC Fire Inspector II

59.53
89.30
5,159.37
123,824.84

Fire Inspector

3

Hourly
Overtime
Semi-Monthly
Annually

Step 1

Probationary

ICC Fire
Inspector I

40.97
61.45
3,550.36
85,208.52

Step 2

NFPA Fire
Inspector I

43.34
65.01
3,756.14
90,147.31

Step 3

ICC Plans Examiner
or
NFPA Fire
Investigator

45.71
68.57
3,961.92
95,085.96

Public Educator

3

Hourly
Overtime
Semi-Monthly
Annually

Step 1

34.23
51.35
2,966.76
71,202.25

Step 2

36.22
54.33
3,138.83
75,331.99

Step 3

38.20
57.30
3,310.84
79,460.17

Emergency Medical Services

EMS Trainer - Paramedic

3

Hourly
Overtime
Semi-Monthly
Annually

Step 1

Probationary

40.97
61.45
3,550.36
85,208.62

Step 2

AHA BLS Instructor

43.34
65.01
3,756.14
90,147.31

Step 3

NFPA Instructor II

45.71
68.57
3,961.92
95,085.96

Incentive Pay

EMT - Intermediate
EMT - Paramedic
Swift Water Rescue
USAR
HazMat
Medic
Field Training Officer
Field Training Officer - Single Role Paramedic
Pager
Instructor

1
1

% of TSFF

Annually

Semi-Monthly

Regular Hourly

Overtime Hourly

6% 5,491.50 228.81 2.15 3.22
10% 9,152.50 381.35 3.58 5.37
6% 5,491.50 228.81 2.15 3.22
6% 5,491.50 228.81 2.15 3.22
6% 5,491.50 228.81 2.15 3.22
6% 5,491.50 228.81 2.15 3.22
6% 5,491.50 228.81 2.15 3.22
6% 4,457.67 185.74 2.14 3.21
15% TSFI 6.86
1.5 Lt. Step 2 66.70

Footnotes:

- 1 Included in base wages where applicable
- 2 24/72 shift schedule
- 3 40 hour schedule
- 4 Overtime shift rate - time and a half

Formula

The following factors were used to calculate rates:

Total days per year 365.00
Average Shifts 121.67
DWDs/year 15.22
Shifts/year worked 106.45
Total hour worked/year 2,554.80
Average work week 49.13

Memoranda of Understanding

Table of Contents

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Memorandum of Understanding 22-01

Between
IAFF Local 1159 ("Union")
and
Clackamas Fire District #1 ("District")

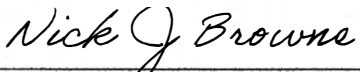
PURPOSE:

This MOU replaces the language of the 2021-2024 Collective Bargaining Agreement Article 22.6. This MOU is in effect until a successor agreement is bargained in which case the terms of this MOU and any successor changes will be integrated into the successor agreement. This MOU reflects changing the number of floaters from 27 to 30.

ARTICLE 22 – VACATION AND HOLIDAYS

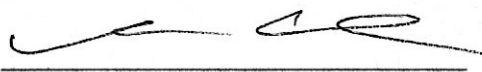
22.6 Effective January 1, 2019, the District and the Union agree to the full utilization of up to twenty-one (21) floaters. Effective January 1, 2020, the District and the Union agree to up to twenty-four (24) floaters. Effective January 1, 2021, the District and the Union agree to up to thirty (30) floaters. The District and Union recognize that fluctuations in floater numbers and ranks can occur in the short term due to unforeseen circumstances; the goal is to equalize overtime opportunities between classes as much as practical over the long term. The District and the Union agree to form a committee to explore an alternate schedule. Committee will meet quarterly at a minimum. The committee will have equal number of District and Union members with a maximum of three per group.

DATED: January 6, 2022

 1/13/2022

For the District

Nick Browne, Fire Chief
Clackamas Fire District #1



For the Union 1/13/21
Mark Corless, Local President
IAFF Local 1159