

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
NORTH METRO FIRE RESCUE DISTRICT
AND
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 2203

EFFECTIVE DATES:

JANUARY 1, 2023 THROUGH DECEMBER 31, 2025

AMENDED AND EXTENDED ON SEPTEMBER 17, 2024

EFFECTIVE DATES:

JANUARY 1, 2025 THROUGH DECEMBER 31, 2026

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PREAMBLE

This Agreement between the North Metro Fire Rescue District, hereinafter referred to as "the District," and Local 2203 of the International Association of Firefighters, hereinafter referred to as "the Union," is designed to promote and improve labor relations between the District and the Union and to protect the health, safety, and welfare of employees and the public by assuring the orderly and uninterrupted operations and services of the District at all times. This Agreement was negotiated in good faith and shall not be violated or abridged in any way by either party.

ARTICLE 1 - DEFINITIONS

In addition to terms defined elsewhere in this Agreement, the following definitions shall apply to this Agreement.:

- 1.1 **Administrative Captain(s):** A full-time employee(s) holding the rank of Captain for whom the District has determined their primary duty is the management and administration of the District, including but not limited to the Emergency Management Captain. Administrative Captains are not members of the Bargaining Unit and are not covered by this Agreement.
- 1.2 **Agreement:** This Collective Bargaining Agreement between the Union and the District.
- 1.3 **Bargaining Unit:** All full-time, uniformed firefighters of the District with the rank of Line Captain or below, regardless of their assignment or position within the District. The term "Bargaining Unit" does not include clerical, administrative, temporary, seasonal, maintenance and part-time employees, or Administrative Captains. A probationary firefighter's status within the Bargaining Unit is limited, and a probationary firefighter is excluded from certain rights and benefits, as specifically stated in this Agreement.
- 1.4 **Board:** The Board of Directors of the District.
- 1.5 **District:** The North Metro Fire Rescue District.
- 1.6 **District employee(s):** All part-time and full-time employees of the District, including employees within the Bargaining Unit, employees who are not within the Bargaining Unit, and probationary firefighters.
- 1.7 **Employee(s):** An employee(s) within the Bargaining Unit.
- 1.8 **Employment Date:** The first date on which a person became a District employee.
- 1.9 **Fire Chief:** The Fire Chief of the District, including an individual serving in an Acting Fire Chief capacity or an individual designated by the Fire Chief to perform one or more duties on behalf of the Fire Chief.
- 1.10 **Line Captain(s):** A full-time employee(s) holding the rank of Captain for whom the District has determined their primary duty is that of a first responder, including Line Captains temporarily assigned to non-line positions, such as Training Division assignments. Line Captain is the highest rank included in the Bargaining Unit.
- 1.11 **Probationary Firefighter(s):** An employee(s) who, from the initial date of hire through the one-

year period immediately following the Fire Academy graduation ceremony is expected to prove his/her complete fitness for the position. This one-year period, which may be extended by the Fire Chief, includes all training that occurs after the Fire Academy graduation ceremony and before the first day of line duty, excluding any training required for job certification, such as the EMT Academy. A probationary firefighter is employed on an “at will” basis and may be terminated without just cause after being given notice and an opportunity to be heard. As stated in the definition of “Bargaining Unit” above, a probationary firefighter is excluded from certain rights and benefits, as specifically stated in this Agreement.

1.11.1 Probationary Lateral Firefighter(s): An employee(s) who: (a) has firefighter experience from another emergency services agency, (b) was hired per the District’s lateral hire policy in accordance with Civil Service Rules and Regulations and approved hiring processes, and (c) who, from the initial date of hire through the one-year period immediately following either the Fire Academy graduation ceremony or the first day of line duty, whichever occurs first, is expected to demonstrate complete fitness for the position. This one-year period may be extended by the Fire Chief. If the employee participates in the Fire Academy, the probationary period includes all training that occurs after the Fire Academy graduation ceremony and before the first day of line duty. In accordance with District policy and at the discretion of the Fire Chief, probationary lateral firefighters may not be required to attend a Fire Academy, may qualify for a shortened Fire Academy, and/or may qualify for an accelerated promotion to a higher firefighter step-grade based on their demonstrated skills and competencies. A probationary lateral firefighter is employed on an “at will” basis and may be terminated without just cause after being given notice and an opportunity to be heard. As stated in the definition of “Bargaining Unit” above, a probationary firefighter is excluded from certain rights and benefits, as specifically stated in this Agreement. The term “probationary firefighter” includes a “probationary lateral firefighter” wherever that term occurs in this Agreement.

- 1.12 **Promotion** - The change in the status of an employee to a higher pay classification or rank, including all duties and pay rates
- 1.13 **Rule(s)/ District Rule(s).** Collectively, all rules, policies and procedures adopted or amended by the Board from time-to-time in its sole discretion, including but not limited to, the Rules and Regulations, Administrative Policies and Procedures, Standard Operating Procedures (SOP), Field Operating Guidelines, and other verbal or written rules, directives, orders, policies or procedures established or amended by the Fire Chief from time-to-time in his/her sole discretion.
- 1.14 **Seniority** - The employee's length of continuous service commencing with the employment date in 1.8 above, and excluding time spent on unpaid leaves of absence, as governed by Article 11, Section 11.1 of this Agreement and/or disciplinary suspensions of fifteen (15) calendar days or more.
- 1.15 **Union:** The International Association of Firefighters Local 2203.
- 1.16 **Union Member:** An employee(s) who at the time in question is a Member of the Union.

ARTICLE 2 – RECOGNITION

The Union is hereby recognized by the District Board as the exclusive bargaining agent for all employees (as defined in Article 1) for the purpose of negotiating working conditions, including but not limited to wages, fringe benefits, dispute resolution procedures, and other terms and conditions of employment. The Union shall be the exclusive bargaining agent for the purpose of negotiating collective bargaining agreements for employees during the term of this Agreement.

ARTICLE 3 - BARGAINING UNIT

3.1 **DISCRIMINATION:** The District and the Union agree that all provisions of this Agreement shall apply equally to all employees, except for probationary firefighters. The District and the Union agree not to unlawfully harass or discriminate against any District employee on account of race, national origin, color, ancestry, hair texture, hair type or a protective hairstyle commonly associated with race, religion, creed, gender, sex, pregnancy, sexual orientation, transgender status, marital status, military status, veteran status, age (over 40), genetic information, mental or physical disability, citizenship status, membership or non-membership in a labor organization, or status in any other group protected by Federal, State or local law.

3.2 **UNION MEMBER DUES AND FEES - DEDUCTION AND COLLECTIONS**

3.2.1 No employee shall be required to become a Union Member as a condition of his/her employment or continued employment by the District, and there shall be no discrimination against any employee on account of his/her membership or non-membership in the Union.

3.2.2 The District agrees to deduct from each pay period, all Union membership dues and fees uniformly required, in an amount certified to be current and accurate by the Treasurer of the recognized Union.

3.2.2.1 All Union Members must individually request and authorize, in writing/email, that such deductions be made and that such deductions be paid over to the Treasurer of the Union. This written authorization shall remain in force and effect and may be revoked only by written notice being given to the District. Notice of dues termination shall be given to the Union.

3.2.2.2 The written certification of the amount of the dues and fees to be deducted shall be received from the Treasurer of the Union; and, shall remain in force and effect and may be revoked only by written notice given to the District during the period thirty days immediately prior to expiration of the contract year.

3.2.3 Each Union Member and the Union hereby authorize the District to rely upon and to honor certification by the Treasurer of the Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and fees.

3.2.4 An employee who chooses not to become a Union Member shall not be charged an "agency fee" and shall be entitled to fair representation by the Union, except that the Union shall not be required to represent such employee in any stage of a disciplinary action pursuant to this Agreement, unless the employee requests such representation and agrees to pay the Union for the reasonable costs of such representation. No provision of this Article shall prohibit the Union from providing legal, economic or job-related services or benefits beyond those provided in this Agreement with the District only to its Union Members. A probationary firefighter may request Union representation in a disciplinary action; however, the disciplinary action is strictly limited to notice and an opportunity to be heard.

3.2.5 The Union shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to it, such payment to be made within ten (10) calendar days after deduction. The District or any of its officers and District employees, shall not be liable for any delay in carrying out such deductions, and upon the direct deposit of such deductions to the Union's account in a financial institution with which the District has direct deposit relationship, the District

and its officers and District employees shall be released from all liability to the Union Members or to the Union under the assignments of wages set forth in Section 3.2 of this Article.

The Union agrees that, in the event of litigation against the District, its agents or District employees arising out of this provision, it shall co-defend and indemnify and hold harmless the District, its agents or District employees from any monetary award arising out of such litigation, including any costs or attorney's fees related thereto.

ARTICLE 4 - AGREEMENT

- 4.1 **ENTIRE AGREEMENT:** The District and the Union are not bound by any past practices of the District, the North Metro Fire Rescue Authority or of the Union, or understandings with any labor organization, unless such past practices or understandings are specifically stated in this Agreement.
- 4.2 **SCOPE OF THE AGREEMENT:** The Union and the District agree that this Agreement is intended to cover all matters affecting wages, rates of pay, fringe benefits, grievance procedure, working conditions and all other terms and conditions of employment and similar or related subjects, except to the extent such matters are reserved by statute to the Civil Service Committee and that during the term of this Agreement, neither the District nor the Union shall be required to negotiate on any further matters affecting these or any other subjects whether or not specifically set forth in this Agreement.
- 4.3 A proposed Rule is not in conflict with the terms of this Agreement merely because it affects working conditions, wages, hours, fringe benefits or terms of employment, if the issue is not expressly covered herein. Nothing in this Agreement is intended to affect any legal right the Board and/or the Fire Chief may have to implement a change in a Rule, without Union approval, even to the extent the change is in conflict with this Agreement, if the change is necessary as a result of a present or impending emergency which would jeopardize the District's ability to provide its services to the citizens of the District, or which would jeopardize the health, safety, or welfare of the citizens of the District.
- 4.4 Should any provision of this Agreement be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.
- 4.5 **TERM OF AGREEMENT:** This Agreement shall become effective January 1, 2023, and all of its provisions shall remain effective through December 31, 2026.

This Agreement shall not be automatically renewed. Any renewal or formal decision made not to renew this Agreement must be by written notice. If either party desires renewal, it shall notify the other party, in writing, no later than December 9, 2025. The parties agree that if either requests renewal, they will meet to negotiate a new agreement, if possible.

In the event that proper notice is given, the parties shall meet no later than January 23, 2026. The period from January 23, 2026 to February 23, 2026 will be devoted to joint study of any problems that may exist and require extended research, study, etc. Negotiations for a possible renewal shall commence no later than March 1, 2026. If no agreement is reached by April 15, 2026, the parties agree to use a neutral mediator to determine if an agreement can be reached and, if so, to attempt to facilitate an agreement. If the parties cannot agree upon a mediator, either party may request a panel of seven mediators from the American Arbitration Association. The AAA shall have seven days to provide the panel, and the parties shall alternatively strike from the panel within seven days of its receipt. The mediation shall begin as soon as practical after selection of the mediator. If the

parties are unable to reach an agreement through mediation within 30 days of the date of the first mediation session the mediation shall be deemed to have been unsuccessful and shall cease. The cost of mediation shall be borne equally by the District and the Union. The parties may agree to extend the time periods and cost limitations provided herein.

Nothing herein shall be construed in any way to require the District to enter into a new agreement with the Union upon the expiration of the term of this Agreement.

- 4.6 **COPIES OF AGREEMENT:** The District shall provide to the Union, for each station in the District, a copy of this Agreement on standard 8 1/2" x 11" size paper and a "read only" copy on the District's website. Such copies, plus an original copy, of this Agreement shall be delivered to the Union thirty (30) days prior to the effective date of the Agreement.
- 4.7 **WAGE/BENEFIT SURVEY:** No later than forty-two (42) days prior to the beginning of the first formal meeting to negotiate renewal of this working Agreement, one employee, represented by this Agreement and designated by the Union President, and one member of the management of the District, designated by the Fire Chief of the District, shall jointly collect wage and fringe benefit data from the cities or districts to be used in a survey. This survey shall identify base wages, fringe benefit costs, and fringe benefit levels of the jurisdictions surveyed.

ARTICLE 5 - STRIKES AND OTHER DISRUPTIONS OF NORMAL WORK ROUTINE

- 5.1 Since this Agreement provides for the orderly and friendly adjustments of all disputes, differences and grievances that may exist between the Union, the employees, and the District, the District shall not cause a lockout so long as the Union complies with the terms of this Agreement.
- 5.2 The protection of the public health, safety and welfare demands, and the parties to this Agreement agree that neither the Union, nor the employees, or any person acting in concert with them shall cause, sanction or take part in any strike, walk out, sit down, slow down, picketing, or any other interference with the normal work routine.
- 5.3 Violation of any of the provisions of this Article by any employee shall be just cause for immediate imposition of any discipline deemed appropriate by the District, up to and including discharge, in addition to whatever other remedies may be available to the District at law or in equity. No employee shall receive any portion of his/her compensation while engaging in activity in violation of this Article.
- 5.4 By entering into this provision, the parties are not thereby indicating that any employee has, or may have, any right to strike or engage in any of the prohibited activities. Any construction of this provision to infer the existence or nonexistence of any common law, statutory or other right by virtue of the language in this Agreement is expressly negated. The provisions in this Agreement are intended to provide a separate contractual prohibition against strikes or any of the proscribed activities which is to operate in addition to and possibly in concert with, any prohibitions set forth in State law and Federal law to the full extent as therein applicable.

ARTICLE 6 - MANAGEMENT RIGHTS AND RESPONSIBILITIES

- 6.1 It is mutually agreed that the District shall have the sole right to manage the affairs of the District as provided by law, including, but not limited to, the right to change the level or nature of services provided by the District to the extent authorized by law.

- 6.2 Except where limited by express provisions of this Agreement, nothing in this Agreement shall be construed to restrict, limit, or impair the rights, powers and authority of the District as granted to it under the laws of the State of Colorado. These rights, powers and authority include but are not limited to the following:
- 6.2.1 The determination of the Rules, including the right to manage the affairs of the District in all respects;
 - 6.2.2 The right to assign working hours, including overtime;
 - 6.2.3 The right to establish, modify, or change work schedules, the staffing of apparatus, and the amount of apparatus in the main or reserve fleet;
 - 6.2.4 The right to direct the District employees, and the right to hire, promote, transfer, or lay off any District employee;
 - 6.2.5 The right to maintain the discipline and efficiency of the employees, the right to discipline the employees, and the right to discharge for cause any employee of the Bargaining Unit; provided, that probationary firefighters are only entitled to notice and an opportunity to be heard in connection with any disciplinary action;
 - 6.2.6 The right to organize, reorganize, or dissolve the District in any manner it chooses, including determination of the size of the District and determination of job classification and ranks based upon duties assigned;
 - 6.2.7 The determination of the safety, health and property protection measures of the District;
 - 6.2.8 The allocation and assignment of work to all District employees;
 - 6.2.9 The determination of Rules affecting the selection and training of District employees;
 - 6.2.10 The scheduling of operations and the determination of the number and duration of hours of assigned duty per week;
 - 6.2.11 The establishment, discontinuance, modification and enforcement of District Rules;
 - 6.2.12 The transfer of work from one position to another within the District;
 - 6.2.13 The introduction of new, improved, or different methods and techniques of operation of the District or changes in existing methods and techniques;
 - 6.2.14 The placing of service, maintenance or other work with outside contractors;
 - 6.2.15 The determination of the number of ranks and the number of employees within each rank;
 - 6.2.16 The determination of the amount and nature of supervision necessary;
 - 6.2.17 To determine necessary or appropriate actions in any emergency;
 - 6.2.18 To determine whether to lay off employees because of lack of work, lack of funds, or for other legitimate reasons;

6.2.19 To determine and implement the methods, equipment, facilities and other means and personnel by which District operations are to be conducted, and to take the steps it deems necessary to maintain the efficiency and safety of said operations and of the employees engaged therein; and

6.2.20 To determine its budget, organization, and the merits, necessity and level of any activity or services provided.

This statement of management rights, powers, duties and authority is not exclusive of other functions not herein contained, provided, however, that the exercise of these functions shall not conflict with the express terms of this Agreement.

6.3 Nothing in this Agreement shall prohibit the District Board from establishing, from time to time and at any time, such minimum standards for employees as are deemed necessary, including but not limited to testing of physical health, fitness, agility and other qualifications to the extent authorized by law.

ARTICLE 7 - WAIVER AND NOTICE

7.1 Failure of the District to enforce, or insist upon the performance of any term, condition, or provision of this Agreement in any one or more instances, shall not be deemed a waiver of such term, condition or provision. No term, condition or provision of this Agreement shall be deemed waived by the District unless such waiver is reduced to writing and signed by an agent of the District who has actual authority to give such waiver. If such waiver is given, it shall apply only to the specific case for which the waiver is given and shall not be construed as a general or absolute waiver of a term, condition or provision, which is the subject matter of the waiver.

7.2 Where any provision of this Agreement requires that any notice or information be given by the Union to the District and/or the Fire Chief within a specified time, such requirements shall not be met unless the officials of the District specified herein, who have actual authority to receive such notice or information, actually receives the notice or information in person or it is received in person by a representative of their office, within the time limits specified in this Agreement.

ARTICLE 8 - DISCIPLINE AND DISCHARGE

8.1 The Fire Chief shall have the authority to take disciplinary action against an employee. Probationary firefighters are not entitled to the just cause proceedings set forth in this Article, but shall be afforded notice and an opportunity to be heard in connection with any discipline action up to and including termination.

8.2 For the purposes of this Article, the term “**Disciplinary Action**” is an action taken by the District against an employee for violating one or more of the Rules, which involves a reduction of accrued leave, fine, suspension without pay, demotion, or termination. A corrective action may be imposed in addition to a disciplinary action. A disciplinary action is not a corrective action.

8.3 In the event that an employee appears for disciplinary action before the Fire Chief, that employee shall have the right to request a Union representative of his or her choice, provided that the choice does not delay the deadlines associated with the disciplinary action. The Union does not have any right to attend such proceedings unless the employee requests that a Union representative be present.

8.4 **JUST CAUSE:** The following conduct may result in disciplinary action, up to and including

immediate termination. The District reserves the right to discipline, suspend, or terminate for any just cause, including but not limited to:

- 8.4.1 Inability to maintain satisfactory job performance levels.
- 8.4.2 Insubordination.
- 8.4.3 Fighting or threats of physical violence.
- 8.4.4 Conviction of, a plea of guilty to, or failure to contest a charged felony.
- 8.4.5 Violation of the District's drug or alcohol policies.
- 8.4.6 Falsification of, or material omission from an application for employment, payroll records, staffing or time reports, or other District documents.
- 8.4.7 Accepting bribes during the course of employment.
- 8.4.8 Carelessness, negligence, or misuse of District property.
- 8.4.9 Theft, vandalism or destruction of District property.
- 8.4.10 Unauthorized absence from duty.
- 8.4.11 Frequent or habitual tardiness.
- 8.4.12 Unauthorized possession of firearms or dangerous weapons on District property.
- 8.4.13 Misuse of sick leave.
- 8.4.14 Failure to report for duty without proper notification.
- 8.4.15 Loss of any license, certificate or other credential required for performance of the job responsibilities of the position then held by the employee. (The employee shall not have the right to a transfer or demotion to a different position if he or she loses a license, certification, or other credential required for the position then held.)
- 8.4.16 Release of confidential information of the District or of a District employee.
- 8.4.17 Inducing or encouraging any District employee to violate any law or any District Rule.
- 8.4.18 Wrongfully obtaining any confidential information of the District or the District's employees.
- 8.4.19 Violation of safety Rules or practices.
- 8.4.20 Violation of any applicable statute, rule, regulation, or policy of any governmental agency, including any District Rule, where such violation, or the effects thereof, affect the public confidence in the District's management or operation, or which impairs the ability of the employee to perform his/her duties.
- 8.4.21 Violation of the District's sexual harassment policy.

- 8.5 **CORRECTIVE ACTION:** Corrective Action is not discipline. A corrective action is an action taken by the District against an employee for violating one or more District Rules, which does not involve a reduction in accrued leave, fine, suspension without pay, demotion or termination. A corrective action is intended to notify an employee of conduct that is not in conformance with the District Rules or otherwise is inappropriate or deficient, so that the employee can promptly take appropriate action to correct the deficiency, and ensure the conduct does not occur again. Warnings are corrective actions.
- 8.6 **SUSPENSION WITHOUT PAY:** The suspension shall be accompanied by a written statement, setting forth the fact of the suspension, the reason for the suspension, and the duration of the suspension. An action plan shall be constructed by the employee and the Fire Chief to prevent further occurrences of a similar nature. The Fire Chief shall have the final authority with regard to the content of the action plan. The suspension statement and the action plan shall be signed by the employee and the Fire Chief. The original shall go to the employee's personnel file, with a copy to the employee. The employee shall have the opportunity to submit written comments in response to the suspension and those comments shall be attached to the incident documentation.
- 8.7 **DEMOTION:** The demotion shall be accompanied by a written statement, setting forth the fact of the demotion, the reason for the demotion, and the duration of the demotion. An action plan shall be constructed by the employee and the Fire Chief to prevent further occurrences of a similar nature. The Fire Chief shall have the final authority with regard to the content of the action plan. The demotion statement and the action plan shall be signed by the employee and the Fire Chief. The original shall go to the employee's personnel file, with a copy to the employee. The employee shall have the opportunity to submit written response to the demotion and those comments shall be attached to the documentation.
- 8.8 **TERMINATION:** The termination shall be accompanied by a written statement, setting forth the fact of the termination, and reason for the termination. The termination statement shall be signed by the employee and the Fire Chief. The original shall go to the employee's personnel file, with a copy to the employee. The employee shall have the opportunity to submit written comments in response to the termination and those comments shall be attached to the incident documentation.
- 8.9 **ADMINISTRATIVE LEAVE:** Administrative leave is not considered to be disciplinary action. In matters of alleged criminal activity, the employee may be placed on administrative leave, without pay, for the duration of the investigative and judicial processes. If the investigative or judicial process finds the employee was not guilty of the allegations, and the District is not going to administer disciplinary action, the employee shall be immediately returned to duty with a status as if the employee was never placed on leave. This includes, but is not limited to, no loss of pay (including back pay), seniority, benefits, and promotional opportunities. This section is not intended to limit the purposes for which an employee may be placed on administrative leave as otherwise provided in this Agreement or in the District Rules.

The Union does not have a right of access to any employee's personnel file by reason of this Agreement, without the expressed written request of the employee detailing the specific item or items being accessed.

While progressive disciplinary action is generally favored, it is not required, and the level of discipline to be imposed for an infraction shall be that which the Fire Chief deems appropriate under the circumstances. The Fire Chief retains the right to determine in his/her sole discretion that any of the listed disciplinary actions is appropriate without using lower levels of discipline first.

ARTICLE 9 - WORK WEEK

- 9.1 During the term of this Agreement, employees currently working 24-hour shifts shall continue to work a 24-hour shift, an average of 56 hours per week. The present 48/96 shift schedule shall remain unchanged unless the Fire Chief first consults with the Union before any changes are made.

A maximum of three (3) consecutive shifts, plus a time allowance for appropriate relief of duty will be permitted. A minimum of 8 hours “rest” time shall be required following three consecutive 24-hour shifts before an employee may resume regular shift work. These work restrictions may be waived by the Fire Chief in the event of emergency staffing needs.

The foregoing sentences of this Article do not and shall not be taken to imply or infer that the District considers matters of work scheduling to be negotiable under the Recognition provisions set forth in Article 2.

- 9.2 **BREAKS FOR NURSING MOTHERS:** In accordance with Section 7 of the Fair Labor Standards Act (FLSA) and applicable State and Federal law, the District will provide employees a reasonable amount of time to express milk for up to 2 years after a child’s birth each time that she needs to express milk.

The District shall provide a location to express breast milk, that is not a bathroom, that is shielded from view and free from intrusion from coworkers and the public.

ARTICLE 10 - HOLIDAY TIME

- 10.1 For the calendar years 2023 and 2024, every 24-hour shift employee shall be paid 96 hours at the regular hourly rate on an annual basis as Holiday pay, due and payable in a lump sum by November 16 for each year. For the calendar years 2025 and 2026, every 24-hour shift employee shall be paid 104 hours at the regular hourly rate on an annual basis as Holiday pay, due and payable in a lump sum by November 16 for each year. This provision is intended to eliminate any other form of compensation for holidays. Employees who terminate employment during the year shall be paid a pro rata amount based on the number of months worked. For the calendar years 2023 and 2024, any 24-hour shift employee who is temporarily assigned to a light duty 8-hour shift work schedule shall have the 96 hours of holiday pay reduced by 8 hours for each holiday that occurs during such light duty assignment. For the calendar years 2025 and 2026, any 24-hour shift employee who is temporarily assigned to a light duty 8-hour shift work schedule shall have the 104 hours of holiday pay reduced by 8 hours for each holiday that occurs during such light duty assignment.
- 10.2 Any employee assigned to an 8-hour shift work schedule shall receive fourteen paid holidays per year, as follows

New Year’s Day	January 1
Martin Luther King Jr.	Third Monday in January
President’s Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran’s Day	November 11
Thanksgiving Day	Fourth Thursday in November
Thanksgiving Friday	Friday following Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

Three Floating Holidays

May be taken at any time, subject to approval of supervisor.

The employee shall observe the holiday time off schedule and shall not be paid any additional compensation as defined in Section 10.1 of this Article for the affected holidays. The employee and supervisor may agree to substitute different days off.

ARTICLE 11 - LEAVES

11.1 UNPAID LEAVE OF ABSENCE

11.1.1 Personal leaves of absence without pay shall normally be applied for at least 30 days in advance of the requested date unless in the event of an emergency. Any such leave shall be granted only in the sole discretion of the Fire Chief, for a period not to exceed one year, and in accordance with any separate agreement covering such leave without pay. Applications for such leave shall state the date the proposed absence is to commence, the length of absence, the date of return, and the reason for the request. All accrued and unused vacation time shall be used prior to the beginning of the leave of absence without pay. If the employee does not or cannot return to work upon the expiration of any such leave, at the sole discretion of the Fire Chief, the employee may be terminated.

11.1.2 Such leave may be granted only after an employee submits a written request setting forth the reasons for the proposed absence and when the employee's record indicates that it would be desirable to retain the services of the employee for the future.

11.1.3 Such leave may be granted to assist an employee in addressing significant personal/family challenges, or for any other reason deemed sufficient by the Fire Chief. Any leaves mandated by Federal or State law, such as Family and Medical Leave Act ("FMLA"), shall run concurrently with the leave of absence. Unpaid leaves of absences shall not be granted for such purposes as exploring other career/business opportunities or sabbaticals.

11.1.4 There shall be no accrual of vacation time or sick time while on leave of absence without pay. When an employee returns from a leave of absence without pay, the employee shall have the same salary and benefits provided to other employees in the rank to which he/she is returning. However, any such leave of absence shall not be considered in computing an employee's seniority and credited years-of-service in determining the employee's rights to any other fringe benefits or eligibility for promotion. During any such period of leave of absence, the District shall make no contribution to any fringe benefit to which the employee is entitled. An employee on leave of absence may, during such leave, continue to participate in health, dental, and/or life insurance program in which such employee was participating prior to such leave of absence. Should an employee elect to continue such participation, the employee shall be required to deposit with the District, on or before the last day of each month, the full amount of any benefit premium for coverage for the following month under such program. If premiums are not paid by the end of the month in which they become due, it is understood and agreed that the insurances, for which premium payment(s) have not been received, shall be canceled by the District.

11.1.5 An employee granted a leave of absence shall, no later than the date agreed upon by the District and the employee, confirm to the Fire Chief the employee's intention to return to employment with the District upon the expiration of the leave of absence. Upon the employee's return, the employee shall be reinstated to the position vacated by leave of absence, or to any other vacant position within the same classification. Any employee's failure to return to work on the next working day following the expiration of the leave of absence may, at the sole discretion of the Fire

Chief, be considered a resignation.

11.1.6 An employee who wishes to return following a leave of absence may be required, at the discretion of the Fire Chief, to successfully complete a testing process, including a medical examination, as required for current employees in the District's physical fitness program.

11.1.7 Any leave of absence authorized for any employee shall be in writing and a copy shall be placed in the employee's personnel file.

11.2 **VACATION LEAVE:** Employees begin to accrue vacation leave upon date of hire. They are eligible to take vacation leave commencing January 1 of the year following their date of hire in accordance with District policy.

Employees will accrue vacation when: (a) working regular duty or modified duty hours; (b) while using vacation, sick leave and other paid leave; and (c) for the first three (3) months of Paid Injury Leave.

Employees will not accrue vacation while: (a) on an Unpaid Leave of Absence; (b) on Paid Injury Leave lasting more than three (3) months; (c) or for other unpaid absences.

For the years 2023-2024,

Employees working a 24-hour shift shall accrue vacation leave as follows:

Years of Service	Hours/Month	Hours/Year
0-1 yr.	6	72
2-4 yrs.	12	144
5-9 yrs.	18	216
10-14 yrs.	22	264
15-19 yrs.	24	288
20-24 yrs.	28	336
25 yrs. and above	30	360

Employees working an 8-hour shift shall accrue vacation leave as follows:

Years of Service	Hours/Month	Hours/Year
0-1 yr.	4	48
2-4 yrs.	8	96
5-9 yrs.	12	144
10-14 yrs.	14.66	176
15-19 yrs.	16	192
20-24 yrs.	18.66	224
25 yrs. and above	20	240

For the years 2025-2026,

Employees working a 24-hour shift shall accrue vacation leave as follows:

Years of Service	Hours/Month	Hours/Year
During the 1 st yr	10	120
Completed 1 yr of service	16	192
Completed 4 yrs of service	22	264
Completed 9 yrs of service	26	312
Completed 14 yrs of service	28	336
Completed 19 yrs of service	32	384

Employees working an 8-hour shift shall accrue vacation leave as follows:

Years of Service	Hours/Month	Hours/Year
During the 1 st yr	6.66	80
Completed 1 yr of service	10.66	128
Completed 4 yrs of service	14.66	176
Completed 9 yrs of service	17.33	208
Completed 14 yrs of service	18.66	224
Completed 19 yrs of service	21.33	256

11.2.1 The accrued vacation hours of an employee transferring from an 8-hour shift to a 24-hour shift shall be determined by dividing the vacation hours by 16 and then multiplying by 24.

11.2.2 The accrued vacation hours of an employee transferring from a 24 hour shift to an 8-hour shift shall be determined by dividing the vacation hours by 24 and then multiplying by 16.

11.2.3 When an employee is assigned to an 8-hour schedule and an official holiday falls within the employee's scheduled vacation leave, such holiday shall not be charged to the employee's vacation leave.

11.2.4 Any employee who terminates employment with the District for any reason shall be compensated for all unused vacation time accumulated, at the regular hourly rate at the time of separation in accordance with 16.11 (ii).

11.2.5 All employees shall be allowed to carry over a maximum of 408 hours of vacation leave annually. Vacation leave carried over shall not exceed 408 hours for all employees. Any carry over exceeding the maximum shall be subject to the approval of the Fire Chief. All employees other than probationary firefighters must use at least one-half of the vacation hours earned during the year they are earned.

11.2.6 All vacations shall be scheduled at the discretion of the Fire Chief.

The initial scheduling of vacation for a given year shall be uniformly applied in accordance with the District Rules and shall be completed by December 31 of the preceding year. After the initial scheduling, any further requests for scheduling, rescheduling or cancelation of vacation shall receive a response from the Fire Chief within twenty-one (21) calendar days. For the calendar years 2023 and 2024, the District will allow four (4) employees subject to this Agreement off per day on vacation leave. For the calendar years 2025 and 2026, the District will allow five (5) employees subject to this Agreement off per day on vacation leave.

11.3 **SICK LEAVE:** It is agreed that sick leave shall be provided in accordance with the following provisions to afford all employees a measure of economic protection against work time loss due to absence from work and to ensure continuity of income for limited periods. Other circumstances, not specifically identified in this section, may qualify with the intent of sick leave use and will be approved at the discretion of the Battalion Chief, and in accordance with the District Rules.

11.3.1 Employees will accrue sick leave when: (a) working regular duty or modified duty hours; (b) while using vacation, sick leave and other paid leaves; and (c) for the first three (3) months of Paid Injury Leave.

Employees will not accrue sick leave while: (a) on an Unpaid Leave of Absence; (b) on Paid Injury Leave lasting more than three (3) months; (c) or for other unpaid absences.

11.3.2 Each 24-hour shift employee shall accrue 12 hours (8 hours for 8-hour shift assignments) sick leave for each month of service. Sick leave used shall be charged hour for hour to an employee's sick leave balance on a last in, first out basis.

11.3.3 Each such employee shall accumulate sick leave from their first day of employment, figured on the basis of the employee's continuity service date.

11.3.4 The accrued sick leave hours of an employee transferring from an 8 hour shift to a 24-hour shift shall be determined by dividing the sick leave hours by 16 and then multiplying by 24.

11.3.5 The accrued sick leave hours of an employee transferring from a 24 hour shift to an 8-hour shift shall be determined by dividing the sick leave hours by 24 and then multiplying by 16.

11.3.6 An employee may use accrued sick leave when they are physically injured, ill, where the employee requires medical treatment not available during his/her non-duty hours, or for mental health reasons. Sick leave may also be used when it is necessary for the employee to attend to an injured or ill member of his/her immediate family (as is defined in ADM-142 Sick Leave Procedures).

11.3.7 Unless prevented from doing so by an unforeseen circumstance, employees shall notify the District, in accordance with its Rules, of their impending absence for any reason as far in advance of the start of their normal work shift as possible to enable the supervisor to make arrangements for necessary coverage due to such absence. Such notification shall be no later than one hour before the start of the scheduled shift to be worked.

11.3.8 **PERSONAL LEAVE:** An employee with sufficient sick leave accrual may use a portion of their sick leave accrual bank as personal leave. Accrued sick leave hours eligible for personal leave are defined in 11.3.8. Personal leave may be used in increments of a minimum of 4 hours and a maximum of 12 hours. Personal leave may be used for any purpose. Any unused personal leave hours are not eligible for rollover to the next calendar year.

11.3.9 Sick leave accrual hours eligible for personal leave shall be calculated based on the following table:

Sick Leave Accrual Bank	Hours Eligible for Personal Leave Use (Annual Maximum Hours)
Greater than 144 hours	12
Greater than 240 hours	24
Greater than 480 hours	48

11.4 SICK LEAVE REIMBURSEMENT

11.4.1 An employee shall be reimbursed for all hours accrued at the current rate of pay upon termination of employment from the District for any reason based on the table in 11.4.2 and in accordance with 16.11 (ii). An employee may be eligible to request a cash payout for all or a portion of their accruals in excess of the minimum balances set forth in the District Rules and at the percentage rate identified in 11.4.2.

11.4.2 Sick leave reimbursement will be calculated based on the following table:

Years of Service Completed:	Percent Reimbursement:
0 to 4 years	25%
5 to 14 years	50%
15 to 24 years	65%
25 years and over	75%

11.5 **MATERNITY/PATERNITY/ADOPTION LEAVE:** Leaves for the birth or placement of a child may be taken in accordance with the Family and Medical Leave Act. However, an employee may, at his/her discretion, utilize any leaves which are available to him/her or may take leave without pay under the Family and Medical Leave Act for such event.

11.5.1 The District shall grant 48 hours of paid leave to personnel for the birth or placement of a child, plus an additional 48 hours of paid leave for an employee to physically recover from giving birth to a child.

11.5.2 In an effort to support female employees while the employee is pregnant and after child birth, modified duty will be provided in accordance with District Rules. The employee must submit a written request to the Fire Chief that includes the pre-birth modified duty timeline and FMLA time off being requested. While working modified duty and/or taking any paid time off, leave accruals and seniority will continue. Upon review and approval by the Fire Chief, additional modified duty and/or unpaid leave may be utilized after FMLA has been exhausted. The total time off line may not exceed one year, including any modified duty or leave. Employees requesting pregnancy leave or modified duty due to pregnancy or post-birth needs must comply with District Rules for verification by the employee's physician. The employee may be required to receive approval from the District's occupational medicine physician regarding work restrictions and clearance to return to unrestricted full duty.

11.6 **BEREAVEMENT LEAVE:** The Fire Chief shall grant 2 shifts for shift employees (5 working days for 8 hour/day employees), of paid bereavement leave to any employee when a death has occurred in such employee's immediate family. "**Immediate family**" shall mean: spouse, children, parents, parents-in-law, sibling, sibling-in-law, grandparents, step-parents, step-children, and grandchildren. Requests for extended bereavement leave shall be given due consideration.

Approved bereavement leave in excess of the periods provided above may be deducted from unused vacation time or accrued sick leave, or may otherwise be without pay.

Requests for bereavement leave should be made to the Fire Chief.

11.7 **MILITARY LEAVE**

11.7.1 **ANNUAL MILITARY LEAVE:** Pursuant to the provisions of State law, any District employee who is a member of the National Guard or any other component of the military forces of the State organized or constituted under State or Federal law, or who is a member of the Colorado division of the Civil Air Patrol, or who is a member of the Reserve Forces of the United States, organized or constituted under Federal law, shall be entitled to annual military leave with pay in an amount not exceeding fifteen (15) days (360 hours) in any calendar year. For the purposes of this Section, such annual military leave shall be considered to be with pay if the District pays the employee the difference between the employee's regular salary and any compensation paid to the employee by the appropriate military unit. Annual military leave shall not be paid unless the employee returns to employment with the District upon being released from such service within the timelines, and subject to the conditions outlined, in Federal and State law.

11.7.2 **EXTENDED MILITARY LEAVE:** If any employee who is a member of any unit referred to in Section 11.7.1 of this Article continues such military service beyond the time for which leave with pay is allowed under Section 11.7.1 of this Article, such employee shall be entitled to leave of absence without pay in accordance with the provisions of Federal or State law, as it may from time to time be amended. For any extended military leave that is specifically for military deployment or natural disaster response (i.e., active duty, war time, combat zone deployments), the District shall continue to pay the employee the difference between the employee's regular salary and any compensation and allowances paid to the employee by the appropriate military unit up to a maximum of sixty (60) calendar days of military leave per year or deployment. In no case will an employee receive more than 60 days of additional compensation in one calendar year or for the same deployment or natural disaster response if it extends beyond 60 days or over two calendar years. Employees granted extended military leave shall be entitled to credit for the time spent on such leave as provided for by Federal or State law.

11.7.3 In order for an employee to receive the difference between the employee's regular salary and any compensation paid the employee by the appropriate military unit for the time specified in 11.7.1 and 11.7.2, the employee must provide copies of all checks or documents specifying allowances that were paid to employee for such military time. The employee's regular salary will be reduced by the number of days of military leave taken. The employee must forward a copy of their military earnings statement to Accounting for the calculation of Military leave with pay to be paid on the next semi-monthly payroll period.

11.8 **JURY LEAVE**

11.8.1 Any employee who is required to serve as a juror in a Federal, State, County or Municipal Court shall be granted jury leave with pay to serve in such capacity.

11.8.2 An employee who is called for jury duty shall present to the employee's supervisor the original summons from the court, and at the conclusion of such duty, assigned statement from the clerk of court or other evidence showing the actual time of attendance at court.

11.8.3 For the purposes of this Section, such jury leave shall be considered to be with pay if the District pays the employee the difference between the employee's regular salary and any jury fees paid to the employee, exclusive of meals and travel expenses.

11.9 **ELECTION LEAVE:** All employees shall receive a maximum of two (2) hours election leave with pay to vote in each Municipal, Special District, County, State or Federal election; provided, however, that in order to receive such paid election leave an employee shall notify his/her supervisor at least five (5) days in advance of the date the employee intends to take election leave,

and the employee demonstrates that he/she is unable to vote before or after the work shift for that day. Such leave shall be scheduled at the discretion of the supervisor.

11.10 **UNION BUSINESS:** At the request of the Union President, the District may grant up to 300 aggregate hours, taken in minimum of 8 hour blocks reasonable time to perform Union functions, providing this time off does not interfere with District operations as determined by the Fire Chief. Whenever possible, Union business shall be conducted during non-working hours of Union officials and employees involved.

11.10.1 The District will allow two (2) employees time off from their regularly assigned duties to attend scheduled negotiation sessions. These employees shall return to scheduled duty at the completion of the session unless authorized by the Chief to take additional time off in connection with negotiations.

11.11 **LEAVE WITH PAY:** In the Fire Chief's sole discretion, an employee may be placed on "administrative leave" with pay.

11.12 **PROMOTIONAL TESTING LEAVE** Any employee involved in any aspect of a competitive promotional testing process, including written test, assessment center, Fire Chief's interview, or practical, shall be allowed off duty at 1900 hours the day immediately prior to each such test.

ARTICLE 12 - COMPENSATION AND OVERTIME

12.1 **BASE WAGE**

12.1.1 Effective January 1, 2023, the base wage for employees covered by this Agreement shall be in accordance with the salary schedule which is attached as Exhibit A.

12.1.2 Effective January 1, 2024, the base wage for employees covered by this Agreement shall be in accordance with the salary schedule which is attached as Exhibit B.

12.1.3 Effective January 1, 2025, the base wage for employees covered by this Agreement shall be in accordance with the salary schedule which is attached as Exhibit C.

12.1.3 Effective January 1, 2026, the base wage for employees covered by this Agreement shall be in accordance with the salary schedule which is attached as Exhibit D.

12.1.4 **40-HOUR WORKWEEK PAY:** Employees assigned to a 40-hour position for greater than 30 calendar days shall be paid an additional nine percent above their current base wage. This provision does not apply to employees assigned to a 40-hour modified-duty assignment due to injury or illness, in which case no additional pay will be provided.

12.2 **WORKING OUT OF CLASSIFICATION:** Any employee, who has attained the requisite rank, shall be eligible to work out of class if the employee passes a qualifying exam for the higher rank, meets the requirements of an annual skill evaluation, demonstrates the requisite qualifications and is otherwise determined to be qualified by the District.

12.2.1 The overall intent of this Article is to provide out of class possibilities in an equitable fashion, provided it does not result in additional overtime, for employees who desire such experience and are qualified to perform in the out of class position. It is understood that station movements, transfers, etc., shall occur and that they are necessary to provide District approved staffing levels.

12.2.2 Any employee assigned to work out of class in any non-Bargaining Unit position in a higher rank shall receive a 5% increase over his/her current salary. Calculation of any overtime pay for an employee working out of class shall be at the regular salary rate before the addition of any out of rank premium.

12.3 **OVERTIME:** Overtime at a rate of one and one-half times (1-1/2) the regular hourly rate shall be paid pursuant to the provisions of the Fair Labor Standards Act (FLSA) and based upon a 24 day work cycle. Overtime is to be paid in fifteen (15) minute increments. The method of determining the base hourly rate for purposes of overtime computation is shown in Exhibits A and B.

12.3.1 **ROUTINE OVERTIME:** Routine overtime applies to employees called back to work after the expiration of their normal shift and prior to the onset of their next regularly scheduled shift. Employees selected for routine overtime shall be from a documented rotating overtime list of those off duty personnel provided that minimum staffing requirements can be met. A minimum of two (2) hours overtime shall be compensation. If no employee accepts the overtime request, emergency call back procedures may be implemented.

12.3.2 **EMERGENCY CALL BACK:** If, in the sole opinion of the Fire Chief, it is necessary to call employees back to work during the employee's normal time off, it is understood and agreed that such recalled employees shall report to duty. A minimum of two (2) hours overtime shall be compensated.

12.4 **HOLDOVER PAY:** All employees covered by this Agreement who are held over at their work (beyond the time of normal shift change) at the specific direction of their supervisor shall be paid at the rate of one and one-half (1 1/2) times their regular hourly rate for the time actually worked. Overtime shall be paid in 15 minute increments.

12.5 **PAYMENT FOR SCHOOLS/SEMINARS**

12.5.1 It is a condition of employment that employees attend training schools, seminars, and other job related course or field work from time to time.

The Fire Chief shall determine the nature and minimum amount of any such required training. Any employee required to attend training, schools, seminars or meetings during off duty hours shall be compensated at the rate of one and one-half (1 1/2) times the regular hourly rate in effect at that time. The number of hours compensated for attendance during off duty hours shall be reduced by the number of hours the employee is excused from regularly scheduled duty for such attendance.

12.5.2 The Fire Chief shall have complete discretion with regard to personal requests for voluntary training. Compensation for said training and employee time off, if any, to complete that training or to attend requested seminar and/or meetings shall be by authorization only.

12.6 **TUITION REIMBURSEMENT:** The parties to this Agreement recognize the need for job related education and training and encourage employees to engage in such training to the fullest extent possible without adversely affecting the employee's on-the-job performance.

12.6.1 Any employee shall be eligible for education assistance for job-related credit courses, subject to funding as approved by the District Board, for which the employee obtained prior approval of the Fire Chief. Where such prior approval has been given, the District shall reimburse employees attending job-related courses by paying the cost of tuition, books and fees upon the employee's achievement of a grade C or better in each course and upon the employee's submission of valid receipts for expenses incurred. Should the employee through voluntary resignation, leave

the District's employment within twelve (12) months of having completed a course(s) for which the employee was reimbursed, such reimbursement shall be refunded to the District by the employee.

- 12.7 **DEFERRED COMPENSATION PLAN:** The District will match an employee's contribution toward that individual employee's account in a Deferred Compensation Plan offered by the District up to a maximum of two percent (2.0%) of the employee's base pay. For employees of the FPPA Defined Benefit Reentry Group, the District will match an employee's contribution, above the FPPA defined plan minimum contribution, up to a maximum of two percent (2.0%). The employee and matching employer contribution will be contributed to the employee's FPPA Money Purchase Plan as defined by FPPA.
- 12.8 **EMPLOYER CONTRIBUTIONS TO PENSION AFTER DROP:** After an employee has elected to enter the Deferred Retirement Option Plan (DROP) with the Fire and Police Pension Association of Colorado and up to the employee's time of termination of employment (which shall be no later than the fifth anniversary of the DROP entry date), the District will contribute into the Employee's deferred compensation plan at the current contribution rate required by the employee's pension plan if the employee had not entered the DROP plan.
- 12.9 **LONGEVITY PAY:** All employees who are covered by this Agreement shall receive longevity pay in addition to their base wage for longevity of employment. To receive longevity pay, the employee must have completed five (5) years total accumulative service with the District. Each employee shall receive 2% of his/her base wage per year for each five (5) completed years of service. Longevity pay shall be capped at 12% after 30 years of service. Longevity pay shall be included in the employee's regular paycheck.
- 12.10 **FIELD TRAINING OFFICER (FTO) PAY:** Employee's base hourly rate of pay shall be increased by 6% for hours assigned as a medical Field Training Officer (FTO).
- 12.11 **PROMOTION/STEP-GRADE PAY:** If all of the requirements associated with the promotional position or grade step have been completed before the 16th day of a month, the pay rate adjustment will take effect on the 16th day of that month. If all of the requirements associated with the promotional position or grade step have been completed between or on the 16th day and the last day of a month, the pay rate adjustment will take effect on the 1st day of the following month.

ARTICLE 13 - ON DUTY INJURY

- 13.1 **ARTICLE INTENT:** To provide income protection for employees recovering from injury or illness sustained in the line of duty and whose injury or illness is covered by workers' compensation or for cancers eligible for benefits under the Colorado Firefighter Heart and Cancer Benefits Trust ("Trust"). To be eligible for compensation and other benefits under this Article, the employee must comply with applicable Colorado and federal law, the District's policies and procedures, this Article, and workers' compensation and/or Trust requirements for injury/illness reporting, ongoing care, and treatment.
- 13.2 **BENEFITS PRIOR TO EMPLOYEE'S RETURN TO FULL DUTY OR REACHING MAXIMUM MEDICAL IMPROVEMENT ("MMI"):**

13.2.1 The District will provide 100% income protection for a maximum of 365 days from the first date of on the job injury/illness by providing paid injury leave, modified duty, or use of accrued

vacation and/or sick leave when an employee is absent during modified duty due to the injury or illness (collectively referred to as “Income Protection Benefits” IPB).

13.2.2 Vacation and sick leave accrual continuation for 90 days from date of injury/disability. Vacation and sick leave will accrue by pay period (semi-monthly).

13.2.3 Vacation and sick leave accrual will continue beyond 90 days when working modified duty.

13.2.4 The District will not provide vacation and sick leave accrual while on paid injury leave more than 90 days.

13.2.5 Employees who have not reached MMI may utilize IPB while working modified duty to maintain 100% wage pay and benefits.

13.2.6 With respect to employees receiving cancer benefits under the Trust, they may receive a financial award to offset their out-of-pocket medical expenses associated with treatment and potential loss of income.

13.3 **BENEFITS FOR EMPLOYEES REACHING MMI:**

13.3.1 Employees who have reached MMI and remain unable to return to full duty are encouraged to apply for FPPA disability. If an employee applies for FPPA disability, the District will provide an additional 120 days of IPB while the employee awaits FPPA’s disability determination.

13.4 **EMPLOYEE’S RESPONSIBILITIES TO BE ELIGIBLE FOR BENEFITS:**

13.4.1 Timely report injury/illness in compliance with the District’s policies and procedures, and Colorado and federal law.

13.4.2 Comply with all requirements for timely evaluation by the District’s physicians and workers’ compensation doctors.

13.4.3 While a Trust award recipient’s medical care may be provided by non-District physicians, the employee will be evaluated periodically by the District’s physicians for work restrictions, progress, anticipated MMI, and a determination of MMI and return to full duty.

13.4.4 Employees on paid injury leave must remain accessible to respond in a timely manner.

13.5 **CHIEF DISCRETION:**

13.5.1 The Chief or his/her designee may, at his/her sole discretion, extend the use of sick leave, vacation, and/or modified duty beyond 365 days (without paid leave) when an employee remains unable to return to full duty after 365 days but the District’s physician anticipates a return to full duty within an additional 90 days, or where an employee is awaiting an FPPA determination of disability that last beyond 120 days.

13.6 In the event an employee is killed in the line of duty or dies from injuries sustained in the line of duty, the District shall pay the cost of funeral expenses of \$25,000. This payment shall be made to the person designated as the primary beneficiary on the District’s Life Insurance Policy.

13.6.1 In the event an employee is killed or has been killed in the line of duty, the District shall

pay the full cost of health, dental and vision insurance for a surviving spouse and children of the employee, subject to the following conditions:

13.6.1.1 The payments for a surviving spouse will end three (3) years after the employee's death or upon remarriage, whichever occurs first.

13.6.1.2 The payment for a child will end three (3) years after the employee's death or upon the child reaching age 26, whichever occurs first.

ARTICLE 14 - UNIFORMS AND EQUIPMENT

- 14.1 Upon employment, the District shall provide the initial issue of uniforms as designated by the Fire Chief to each employee. All protective clothing or protective devices required of employees in the judgment of the Fire Chief, in the performance of their duties, shall be furnished without cost to the employees by the District.
- 14.2 The District shall replace, as needed, and shall provide facilities or programs to maintain, repair and clean uniforms issued by the District.
- 14.3 All uniforms, protective clothing and protective devices damaged in the line of duty, shall be replaced by the District without cost to the employee, when necessary in the judgment of the Fire Chief.
- 14.4 All uniform, clothing, protective gear and devices damaged or lost through neglect or employee carelessness shall be replaced at the expense of the employee.

ARTICLE 15 - DISPUTE RESOLUTION/GRIEVANCE PROCEDURE

- 15.1 **FILING:** Except for Probationary Firefighters, any employee may file and process grievances in strict conformity with the procedure and provisions of this Article. A Probationary Firefighter is not entitled to file or process a grievance under this Article; however, the Probationary Firefighter may file a complaint of harassment or discrimination in accordance with the procedures set forth in the District Rules.
- 15.1.1 Except for Probationary Firefighters, any aggrieved employee may seek the assistance of the Union in the preparation and presentation of a grievance. However, any employee may seek redress or adjustment of grievances or complaints by discussion within the chain of command and without the necessity of consulting with the Union or involving a Union representative in such discussion; provided however, that any resolution is not inconsistent with this Agreement. A copy of all grievances shall be filed with the Union. Such grievances, to be filed simultaneously with the Union and the District, must be submitted on the appropriate grievance form. At any step short of arbitration, the employee may request to be assisted by a Union representative.
- 15.1.2 Wherever the word "**days**" is used in this Article and it is not otherwise specified, that word shall mean calendar days.
- 15.1.3 Except for Probationary Firefighters, any employee may file a grievance following the steps outlined in this Article. The procedures under this Article shall be the exclusive method of resolving disputes arising under this Agreement, except the grievances challenging disciplinary actions that are appealable to the District's Civil Service Committee shall be subject to the provisions of Section 15.6.7.

15.2 **DEFINITION:** A “grievance”, as defined in this Agreement, is:

15.2.1 Except for Probationary Firefighters, a claim by an employee arising during the term of this Agreement, to the effect that an express provision of this Agreement, or of the District Rules, has been improperly interpreted or applied except that grievances involving the District Rules shall conclude at the step prior to arbitration.

15.2.2 Except for Probationary Firefighters, a claim that the employee has been discriminated against on the basis of race, religion, creed, gender, sex, pregnancy, sexual orientation, transgender status, marital status, military status, veteran status, age (over 40), genetic information, mental or physical disability, citizenship status, membership or non-membership in a labor organization, or status in any other group protected by Federal, State or local law, provided, however, that such a grievance shall be processed up to the arbitration step unless settled at an earlier step of this grievance procedure, provided that the matter need not be arbitrated unless the grievant executes a waiver of any right to sue the District or to pursue any claim covered by said grievance in any administrative or legal forum, such waiver to be in a form agreeable to the District.

15.2.3 A District grievance is a claim that the Union has violated this Agreement.

15.2.4 Any grievance must be in writing on the grievance form developed by the District and the Union and must contain each of the following items:

- The matter complained of;
- The date on which the matter complained of occurred;
- The sections or provisions of the Collective Bargaining Agreement allegedly misapplied or misinterpreted;
- The disposition sought by the aggrieved employee;
- The signature of the employee who claims to be aggrieved by the matter being complained of and to whom any remedy shall apply;
- The date of the grievance;
- The signature of the Union President, or designee, acknowledging receipt of the grievance.

15.2.5 The Union may file a grievance on behalf of one or a number of affected employees, provided the grievance specifies which employee(s) are affected and the grievance is signed by the Union President or his/her designee.

15.3 **PROCEDURE:** The grievance procedure shall be as follows:

15.3.1 The grievance must be presented to the Fire Chief in written form, in accordance with the conditions set forth in Section 15.2 of this Article, within fourteen (14) calendar days of the date on which the incident or event giving rise to the grievance occurred. After the grievance is presented to the Fire Chief, the Union shall have fourteen (14) calendar days within which to file the statement of the Union's position on the grievance. The Fire Chief shall give his/her written answer to the grievance within fourteen (14) calendar days of the date on which he/she received the statement of the Union's position.

15.3.2 If the employee is not satisfied with the answer provided by the Fire Chief, the Union or the employee may request arbitration of the dispute within fourteen (14) calendar days of the day

the Fire Chief rendered his/her decision. Waivers as referred to in Section 15.6.1 of this Article shall be executed at this time. Instances involving disciplinary appeals that are subject to review by the Civil Service Committee or grievances on matters that are within the exclusive jurisdiction of the Civil Service Committee may not be pursued through the arbitration provisions but can only be pursued in this final step through the provisions of Section 15.6.7.

15.3.3 Promptly after receiving demand for arbitration, the parties shall attempt to agree upon an impartial arbitrator to hear the dispute. If the parties are unable to agree upon an arbitrator within fourteen (14) calendar days, they shall request that an arbitrator be appointed by the American Arbitration Association under the normal procedures in effect for the selection of arbitrators. The arbitrator's recommendation or decision shall be based solely upon the terms of this Agreement and the arbitrator shall be without power or authority to make any recommendation or decision contrary to, or inconsistent with, increasing or decreasing any term, enlarging or diminishing any benefit or power, or modifying or varying in any way the terms of this Agreement. The arbitrator shall establish procedural rules, conduct necessary hearings and issue his/her written findings to the District, the employee, and the Union within thirty (30) days of the termination of hearings. The arbitrator's award shall be binding on all parties, and the provisions of this Article shall be construed under, and consistent with, the Colorado Uniform Arbitration Act of 1975, unless deemed invalid by Colorado State law.

15.3.4 Costs for the services of the arbitrator, including per diem expenses, actual and necessary travel, and subsistence expenses shall be shared equally by the parties.

15.4 MISCELLANEOUS PROVISIONS:

15.4.1 No reprisals shall be taken against any participant in any grievance procedure because of such participation.

15.4.2 Any grievant may, upon request, be represented at any level of this grievance procedure by a representative of the Union, or by counsel, with the approval of the Union, but no employee may be represented by any representative of any employee organization other than the Union.

15.4.3 All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned less any compensation received for temporary employment obtained subsequent to removal from the District payroll and less unemployment compensation benefits.

15.5 The following stipulations shall govern all aspects of grievance processing under this Agreement:

15.5.1 The processing of any written grievance filed under this Agreement shall be, whenever reasonably possible, during the non-working time of the aggrieved employee and the Union representative involved, if any.

15.5.2 The time limits set forth for the processing of grievances shall be strictly adhered to. In the event that a grievance is not appealed to the next step of the grievance procedure in writing pursuant to the requirements of this Article, and in accordance with the time limitations specified, such grievance shall be declared closed and settled on the basis of the most recent decision of the Fire Chief or the Union President or his/her designee, depending on who initiated the grievance. Extensions may be requested by either party; however, any extensions of time must be in writing. In the event that a grievance response is not provided by the Fire Chief or the Union President or his/her designee, whichever is applicable, within the time allowed, the grievance may be processed at the next step as if denied on the final day available for answer.

15.6 Any provisions of this Agreement to the contrary notwithstanding, the following matters shall not

be proper subject for the grievance arbitration procedure provided in this Article:

15.6.1 Any matter not involving an express term or provision of this Agreement except that charges asserting violation of State and Federal Equal Employment Opportunity laws may be arbitrated where a waiver of any right to sue has been executed by an aggrieved party in a form agreeable to the District;

15.6.2 Any matter which arose outside of the period during which this Agreement is effective;

15.6.3 Any grievance which is not filed in accordance with the provisions of this Article or does not meet the definition of a grievance as set forth in this Article;

15.6.4 Any matter reserved solely as a right of management under Article 6, or to the discretion of the Fire Chief by the terms of this Agreement;

15.6.5 Any matter which would require a change from the wages, rates of pay, fringe benefits, grievance procedure, and all other terms and conditions of employment as set forth in this Agreement;

15.6.6 Any matter covered by the District Rules not inconsistent with the express terms of this Agreement, Statutes, and Constitutional provisions.

15.6.7 A disciplinary action imposed by the Fire Chief which is appealable or a grievance on any matter subject to the exclusive jurisdiction of the Civil Service Committee can be appealed following the Fire Chief's decision in Section 15.3.1 to the Civil Service Committee in accordance with the Rules and Regulations of the Civil Service Committee. If the Civil Service Committee is abolished, any such grievance dealing with a disciplinary action shall be subject to all of the provisions of this Article 15.

15.7 It is specifically understood and agreed that this Agreement shall be enforceable in a Court of competent jurisdiction, in the same manner as any other contract; provided, however that no action for alleged breach of contract may be instituted until the procedure outlined in this Article has been completed.

15.8 **DISTRICT GRIEVANCE**

15.8.1 The provisions of sections 15.1, 15.3 and 15.4 of this Agreement shall not apply to grievances filed by the District. All grievances of the District must be resolved through the procedures set forth in this Section 15.8.

15.8.2 Before filing a grievance under this Article, the Fire Chief shall first attempt to meet with the Union President to discuss the subject of the grievance.

15.8.3 Within seven (7) calendar days after meeting with the Union President, or if no meeting occurs, within fourteen (14) calendar days after the District knows of the events giving rise to the grievance, the Fire Chief may file a written grievance with the Union President.

15.8.4 The designated representatives of the Union and the District shall meet to discuss each grievance filed by the District within fourteen (14) calendar days after the grievance is filed. Within fourteen (14) calendar days after such meeting, the Union shall provide the District with a written statement setting forth its position on the grievance.

15.8.5 If the District is not satisfied with the Union's position, it may demand arbitration within

fourteen (14) calendar days of receipt of the Union's statement, which arbitration shall be conducted in accordance with the procedures established under 15.3.3 and 15.3.4 of this article.

ARTICLE 16 - INSURANCE

16.1 **FAILURE OF CARRIER(S):** The failure of any insurance carrier to provide any of the benefits for which the carrier has contracted, for any reason, shall not result in any liability to the District or the Union; nor, shall such failure be considered a breach by either the District or the Union of any obligation under this Agreement. Eligibility, coverage, and benefits under any insurance plan are subject to the terms and conditions, including any waiting period or other time limits contained in the contracts between the District and the carrier(s).

16.2 **HEALTH INSURANCE:**

16.2.1 The District agrees to provide health care insurance to employees. The District will pay 85% of family premiums, 85% of employee plus spouse and employee plus children premiums and 90% of single premiums for all plans offered. The District reserves the right to provide additional choices to employees that may be more favorable in terms of price and/or cost sharing. If the District offers a high deductible plan, the high deductible plan will include an annual employer contribution to a Health Savings Account for each employee enrolled in the high deductible plan. The District's annual contribution will be \$4,500 for family coverage, \$4,000 for Employee plus spouse coverage, \$3,500 for Employee plus child coverage and \$2,250 for single coverage. The contributions to the Health Savings Accounts will be deposited monthly.

The District also reserves the right to provide well-being incentives to encourage health improvements and overall cost reductions.

16.2.2 If it becomes necessary to make any changes in the insurance carrier or insurance coverages, the District will notify the Union as soon as possible, and whenever possible, at least 30 days prior to implementing any such change, and the Union will have an opportunity to provide input prior to the change being implemented.

16.3 **RETIREE HEALTH INSURANCE:**

16.3.1 **RETIREE HEALTH INSURANCE WITH DISTRICT CONTRIBUTION:**

16.3.1.1 If at retirement an eligible employee elects to remain on a District-sponsored medical plan, the District will pay an amount toward such retiree's health insurance on the following terms and conditions ("**RHI contribution**").

16.3.1.1.1 The RHI contribution shall equal 85% of the then-current premium for the District's most comprehensive single coverage medical plan.

16.3.1.1.2 The retiree (and the retiree's dependents) may enroll in any District-sponsored medical plans at any coverage level offered on such plans. The retiree shall pay this cost to the District by the 15th day of each month during which the retiree maintains such coverage.

16.3.1.1.3 Eligibility for the RHI contribution shall begin on the first of the month following the date of retirement and continuing until the earlier of the following:

the retiree qualifies for Medicare or reaches the age of 65 (or the then-current Medicare qualifying age as set forth in the Federal Law).

16.3.1.1.4 The District will pay the RHI contribution directly to the District-sponsored insurer.

16.3.1.2 A retiree is eligible for the RHI contribution if the following three conditions are met:

(i) The retiree is enrolled in a District-sponsored medical plan on the date of retirement; and,

(ii) The retiree's combined age and years of service at the time of retirement equals at least 80, and,

(iii) At the time of retirement, the retiree is age 50 or older.

16.3.1.3 The District shall permanently discontinue the RHI contribution for any retiree who (i) cancels or elects not to enroll in a District-sponsored medical plan after the retiree's date of retirement, or (ii) fails to timely pay any portion of the premiums payable by the retiree.

16.3.2 RETIREE HEALTH INSURANCE WITHOUT DISTRICT CONTRIBUTION:

16.3.2.1 Employees who do not meet the requirements of 16.3.1 for retiree health insurance with District contributions may be eligible for retiree health insurance for themselves and their dependents without District contribution. This coverage applies to employees who meet one or more of the following conditions:

16.3.2.1.1 The employee has completed at least twenty (20) years of service;

16.3.2.1.2 The employee has completed at least ten (10) years of service, and is at least fifty-five (55) years of age;

16.3.2.1.3 The employee qualifies for disability retirement.

16.3.2.2 In order for the employee to continue this coverage the following must be met:

16.3.2.2.1 The insurance carrier will agree to provide the coverage

16.3.2.2.2 The former employee does not qualify for Medicare nor has the former employee reached the age of 65 (or the then-current Medicare qualifying age as set forth in the Federal law)

16.3.2.2.3 The former employee shall pay this cost to the District by the 15th day of each month during which the retiree maintains such coverage. The District shall permanently discontinue insurance if the former employee fails to timely pay the cost to the District.

16.4 **MEDICARE REIMBURSEMENT FOR EMPLOYEES HIRED BEFORE APRIL 1, 1986:**

16.4.1 For all employees and retirees hired before April 1, 1986, that have reached the age of 65 and do not otherwise qualify for Medicare per the Federal government provisions:

16.4.1.1 The District will reimburse the employee/retiree for the full monthly cost of the premium for Medicare coverage of the type which is provided premium-free to persons who (or whose spouses) paid Medicare taxes while working for a certain amount of time.

16.4.1.2 Such reimbursement will be made after the employee/retiree submits the proof of payment of such premium according to District policies.

16.5 **VISION INSURANCE:**

16.5.1 The District agrees to provide vision insurance to employees. The District will pay 85% of family premiums, 85% of employee plus spouse and employee plus children premiums and 90% of single premiums. The District reserves the right to provide additional choices to employees that may be more favorable in terms of price and/or cost sharing.

16.6 **DENTAL INSURANCE:**

16.6.1 The District agrees to provide dental insurance to employees. The District will pay 85% of family premiums, 85% of employee plus spouse and employee plus children premiums and 90% of single premiums. The District reserves the right to provide additional choices to employees that may be more favorable in terms of price and/or cost sharing.

16.7 **LIFE INSURANCE:** The District will pay the full cost of the premium for group term life insurance on the life of the employee for employees covered by this Agreement pursuant to the specific terms of the coverage. In the event of the employee's death, this insurance will pay the designated beneficiaries an amount equal to two times the employees' annual base salary (four times the employee's annual base salary if accidental death and dismemberment). An additional benefit will be paid to the designated beneficiaries for a Line of Duty Death for an amount equal to the lesser of \$50,000 or two times the employee's annual base salary.

16.8 **DISABILITY INSURANCE:** The District shall provide short term disability coverage for off the job injury or illness. This coverage shall provide 66% of salary for a period no longer than the duration of the leave for said injury or illness, but in no event to exceed one hundred and eighty (180) days. Such coverage to commence after utilization of accumulated sick leave; and, in no event, before 30 consecutive calendar days of absence. The plan shall be determined by the District. This Agreement shall have no impact on coverages provided under State law.

16.8.1 **Confirmation of Disability:** Upon request, an employee may be required by the Fire Chief to undergo an examination by a District designated physician for purposes of determining if the employee has incurred a disability which renders the employee temporarily unable to perform the duties of his/her position or other light duty assignment(s) that may be appropriate and available, as determined by the Fire Chief.

16.8.2 Short-term disability leave may be taken for an injury or illness that renders an employee unable to perform their job duties. The Chief shall have sole discretion, in cases of recurring illness or injury, to grant another short-term disability leave for the same illness or injury. In no case will short-term disability be granted, for any reason, in excess of 360 days during any ten year timeframe of employment with the District. Employees who refuse a medically authorized assignment may be subject to a reduction in, or loss of benefits and compensation, and/or disciplinary action.

- 16.9 **IRS SECTION 125 PLAN:** The District shall provide a program for its employees, pursuant to the IRS Regulations, whereby employees' contributions for health and dental insurance premiums, as well as child care expenses, may be made from pre-tax dollars.
- 16.10 **STATE-WIDE DEATH AND DISABILITY:** For all employees hired on or after January 1, 1997 who are eligible for the death and disability coverage provided under Section 31-31-811, et seq. C.R.S., the District shall make the entire contribution required by statute to the death and disability fund.
- 16.11 **RETIREE HEALTH SAVINGS PLANS(S) (RHS):**
The District will maintain one or more plans (called the Retiree Health Savings Plan(s) (“RHS”)) to assist employees in accumulating funds on a tax-free basis for paying or reimbursing certain post-retirement health care expenses. The expenses eligible for payment or reimbursement will be governed by the applicable plan documents, District policies and IRS rules and regulations. To fund the RHS, the District will:
- (i) beginning on January 1, 2024, make annual contributions to the RHS for each employee in an amount equal to two percent (2%) of the then-current Firefighter I base salary,
- AND**
- (ii) at the time of an eligible employee’s retirement, the employee shall contribute to the RHS a percentage of the eligible employee’s accumulated sick leave (accumulated in accordance with Article 11.4) and accrued but unpaid vacation (accumulated in accordance with Article 11.2.4) that would otherwise have been paid to the eligible employee.
- The eligibility, contribution, distribution and other policies of the RHS shall be governed by the applicable plan documents, District policies and IRS rules and regulations.
- 16.12 **FIREFIGHTER HEART AND CIRCULATORY BENEFIT:** The District shall pay the entire annual contribution for all employees who are eligible for coverage under Senate Bill 14-172, the Firefighter Heart and Circulatory Benefits.
- 16.13 **VOLUNTARY FIREFIGHTER CANCER BENEFIT PROGRAM:** The District shall pay the entire annual contribution for all employees who are eligible for coverage under Senate Bill 17-214, the Voluntary Firefighter Cancer Benefit Program, Section 29-5-403, et. seq. C.R.S.

ARTICLE 17 - LAYOFF AND RECALL

17.1 LAYOFF

17.1.1 When it becomes necessary to reduce the number of employees covered by this Agreement, because of lack of funds, lack of work, reorganization, or causes other than disciplinary actions, the District shall determine the number of classification of positions to be abolished or vacated by layoff.

17.1.2 Layoff of employees in each classification shall be based on seniority as determined from the most recent date of continuous service, as recognized by the District, provided, however, that affected employees entitled to Veteran's Preference Points under provisions of Article XII, Section

15, Subsection (3)(A) of the Colorado Constitution shall receive credit for military service in accordance said provisions.

17.1.3 In the event of a layoff, affected employees shall have the right to a demotion to any position for which the employee is qualified in a lesser classification occupied by a less senior employee.

17.1.4 In the event a laid off employee waives his/her right to a demotion as outlined in Section 17.1.3 of this Article, that employee shall be eligible to have his/her name placed on the reemployment eligibility list for the position from which he was laid off at such time as such reemployment eligibility list is established.

17.1.5 In the case of employees with the same employment date, the determination of persons to be laid off shall be by seniority.

17.1.6 Employees on layoff status shall not be entitled to accrue any compensation or fringe benefits, except, however that employees laid off from the District may retain whatever accident; health, and/or life insurance program(s) they had at the time of layoff, at the employee's own expense, for a maximum period of 18 months.

17.1.6.1 The retention of the insurance benefits referred to in Section 17.1.6 of this Article shall be subject to the laid off employee paying one (1) month of the applicable insurance premiums in advance. If premiums are not paid by the end of the month in which they become due it is understood and agreed that the insurances, for which premiums payment(s) have not been received, shall be canceled by the District.

17.1.6.2 Upon layoff, the employee shall have the option to be paid for unused vacation or he/she can elect that the unused vacation continue until he/she is recalled with the District. At any given period of time during layoff status the employee can request payment for all unused vacation at the pay rate in effect at which time he/she was laid off.

17.1.6.3 Upon layoff, the employee shall have the option to be paid for unused sick leave or he/she can elect that the unused sick leave continue until he/she is recalled with the District. At any given period of time during layoff status the employee can request payment for all unused sick leave at the pay rate in effect at which time he/she was laid off in accordance with the provisions of Article 11, Section 11.4 and in accordance with Article 16.9.1.

17.1.7 No new employees who would be subject to this Agreement shall be hired in a classification for which a reemployment eligibility list has been established until all employees on layoff status desiring to return to work have been recalled.

17.2 **RE-EMPLOYMENT ELIGIBILITY LISTS:** Employees laid off pursuant to the provisions of this Article shall be placed on a reemployment eligibility list based on seniority, including length of military service as required by Article XII, Section 15, of the Colorado Constitution. Such reemployment eligibility list shall remain in effect until all vacancies occurring in the classifications for which such reemployment eligibility lists have been established have been filled.

17.3 **RECALL:** Whenever a vacancy shall occur within any classification for which a reemployment eligibility list has been established, the position shall be offered first to those employees on the reemployment eligibility list for such classification in the order of their placement on the list which placement shall be in the order of seniority.

17.3.1 Notice of opportunity to return to work shall be sufficient for the purposes of this Section if given to the laid off employee via certified mail -return receipt requested, to the last address of record.

17.3.2 Employees who are notified of an opportunity to return to work shall immediately be removed from the reemployment eligibility list, except as otherwise provided for in this Article.

17.3.3 Employees on the reemployment eligibility lists shall have the responsibility of reporting all changes of address while on layoff status to the office of the Fire Chief within twenty-four (24) hours of such change of address, to assure that the last address of record is correct.

17.3.4 Upon receipt of the notice of opportunity to return to work the laid off employee shall have seven (7) calendar days to submit written notice of acceptance or refusal of such opportunity. Failure to respond within seven (7) calendar days shall be considered as a refusal of such offer. The employee accepting the recall offer shall be obligated to return to work no later than the eighth (8th) calendar day after receipt.

17.3.5 If an employee who has been laid off is engaged in other employment at the time he/she receives notification of opportunity to return to work, he/she shall have an additional fourteen (14) calendar days to notify his/her employer of his/her intent to return to the District. By the nineteenth (19th) calendar day after his/her receipt of the notice of recall he/she shall be obligated to have returned to work or be considered to have forfeited his/her employment with the District.

17.3.6 If contact is not made within seven (7) calendar days between the laid off employee and the District, in seeking to notify the employee by certified mail the District shall contact the next senior employee on the reemployment eligibility list to fill the available open position. The employee thus bypassed shall become the senior employee next eligible for recall. If subsequently recalled and the employee does not respond within seven (7) calendar days he/she shall be considered to have forfeited his/her employment with the District.

17.3.7 In the event a laid off employee, at the time of receiving a recall notice is employed in an area outside a seventy (70) mile radius of the District is unable to return to work within the time period designated in Section 17.3.4 of this Article, such employee shall upon reasonable proof of such difficulty be bypassed and the District shall contact the next senior employee to fill the available position. An employee may so decline recall only once. If the employee is subsequently notified of recall and does not report to work within the time period designated in Section 17.3.4 of this Article, he/she shall be considered to have forfeited his/her employment with the District.

17.3.8 Should all laid off employees decline their opportunity for recall as outlined in the foregoing Sections, the District shall again proceed through the recall list, in reverse order, to fill the recall needs. These employees shall be required to return to work or be considered to have forfeited their employment with the District. This process shall continue back through the recall list until all recall needs are met. The provisions of Section 17.3.6 of this Article shall apply to this process.

17.3.9 An employee who is reinstated shall receive credit for full seniority in service time for the time on layoff and shall retain all sick leave and vacation benefits accrued but unused at the time of layoff, if he/she has not been compensated for such leave as provided for in Sections 17.1.6.2 and 17.1.6.3 of this Article.

17.3.10 An employee recalled from layoff shall receive the prevailing rate of pay for the position to which he/she was recalled.

17.3.11 The District shall give the employee working in a lesser classification from that position from which he/she was first laid off written notice hand delivered and signed for of the opportunity to return to his/her original classification. Such employee shall have four (4) calendar days from the time of receipt of such notice to submit notice of acceptance or refusal to accept reinstatement to his/her former grade or be considered to have waived any further consideration to such reinstatement unless otherwise agreed to between the District, the bargaining unit and the employee.

17.3.12 Laid off employees who are not to continue employment with the District in a lesser classification shall be required, at the discretion of the Fire Chief, to successfully complete a testing process, including medical examination, as required for current employees in the District's physical fitness program as a condition of returning to work.

17.3.13 If an employee is not recalled within three (3) years from the date of the original layoff, his/her recall eligibility shall be terminated.

ARTICLE 18 - EMPLOYEE/EMPLOYER RELATIONS COMMITTEE

18.1 Recognizing the importance of participation in free information flow, an information group shall be formed to facilitate input into the decision making process. The purpose of these meetings shall be to discuss problems and objectives of mutual concern not involving grievances.

18.1.1 This group shall be composed of at least two (2) representatives of District management and at least two (2) representatives of the Union Executive Board.

18.1.2 The Fire Chief may meet with the group as he/she deems necessary.

18.1.3 This group shall meet quarterly, or more frequently as the group deems appropriate.

18.1.4 This group shall collect information, solicit input, and make recommendations to the Fire Chief regarding:

18.1.4.1 Safety applications

18.1.4.2 Research and development applications

18.1.4.3 Policies and procedures applications

18.1.4.4 Any other Labor/Management issues that both parties jointly agree to discuss in these meetings.

ARTICLE 19 - EXCHANGE OF TIME

19.1 Employees shall be allowed to exchange work shifts with other employees in accordance with procedures established by the Fire Chief.

ARTICLE 20 - RATIFICATION

- 20.1 This Agreement has been ratified by the members of Local 2203 of the International Association of Firefighters, and the Board of Directors of the North Metro Fire Rescue District.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement as of the date hereof by their respective representatives duly authorized to do so this 17th day of September, 2024.

NORTH METRO FIRE RESCUE DISTRICT

LOCAL #2203 I.A.F.F.

By 
Board President

By 
President

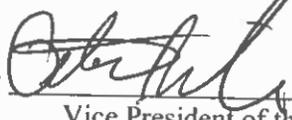
ATTEST:

ATTEST:

By 
Secretary of the Board

By 
Secretary

By 
Treasurer of the Board

By 
Vice President of the Board

By Position vacant
Assistant Secretary of the Board

EXHIBIT A

JANUARY 1, 2023

PAY SCHEDULE

	Annual Base Pay	Percent of F/F I	2023 Base & Longevity for select completed years of Service					
			5 years	10 years	15 years	20 years	25 years	30 years
Firefighter IV	67,270	70%	67,270	67,270	67,270	67,270	67,270	67,270
Firemedic IV	75,919	79%	75,919	75,919	75,919	75,919	75,919	75,919
Firefighter III	76,880	80%	76,880	76,880	76,880	76,880	76,880	76,880
Firemedic III	85,529	89%	85,529	85,529	85,529	85,529	85,529	85,529
Firefighter II	86,490	90%	86,490	86,490	86,490	86,490	86,490	86,490
Firemedic II	95,139	99%	95,139	95,139	95,139	95,139	95,139	95,139
Firefighter I	96,100	Basis	98,022	99,944	101,866	103,788	105,710	107,632
Firemedic I	106,671	111%	108,804	110,938	113,071	115,205	117,338	119,472
Engineer	106,671	111%	108,804	110,938	113,071	115,205	117,338	119,472
Engineer Paramedic	109,554	114%	111,745	113,936	116,127	118,318	120,509	122,700
Safety & Medical	117,242	122%	119,587	121,932	124,277	126,621	128,966	131,311
Lieutenant	117,242	122%	119,587	121,932	124,277	126,621	128,966	131,311
Lieutenant - Staff	127,794	**	130,350	132,906	135,462	138,018	140,573	143,129
Captain	127,813	133%	130,369	132,926	135,482	138,038	140,594	143,151
Captain - Staff	139,316	**	142,102	144,889	147,675	150,461	153,248	156,034

* Refer to Article 12.9 for additional information on longevity pay

** Per Article 12.1.4, members assigned to a 40-hour position for greater than 30 calendar days shall be paid an additional nine percent above their current base wage.

1. Base hourly rate is computed as follows:

Hours worked per year	2920 hrs (2080 hrs for 8 hr/day) per year
Base hourly rate	(Annual base pay plus annual longevity pay) divided by 2920 (2080) hrs.

2. Until an employee has completed a minimum of three full years of service, he/she shall be required to take and successfully pass any and all required grade examinations in order to be paid at the next highest pay rate.

EXHIBIT B

JANUARY 1, 2024

PAY SCHEDULE

	Annual Base Pay	Percent of F/F I	2024 Base & Longevity for select completed years of Service					
			5 years	10 years	15 years	20 years	25 years	30 years
Firefighter IV	70,298	70%	70,298	70,298	70,298	70,298	70,298	70,298
Firemedic IV	79,336	79%	79,336	79,336	79,336	79,336	79,336	79,336
Firefighter III	80,340	80%	80,340	80,340	80,340	80,340	80,340	80,340
Firemedic III	89,378	89%	89,378	89,378	89,378	89,378	89,378	89,378
Firefighter II	90,383	90%	90,383	90,383	90,383	90,383	90,383	90,383
Firemedic II	99,421	99%	99,421	99,421	99,421	99,421	99,421	99,421
Firefighter I	100,425	Basis	102,434	104,442	106,451	108,459	110,468	112,476
Firemedic I	111,472	111%	113,701	115,931	118,160	120,390	122,619	124,849
Engineer	111,472	111%	113,701	115,931	118,160	120,390	122,619	124,849
Engineer Paramedic	114,485	114%	116,775	119,064	121,354	123,644	125,934	128,223
Safety & Medical	122,519	122%	124,969	127,420	129,870	132,321	134,771	137,221
Lieutenant	122,519	122%	124,969	127,420	129,870	132,321	134,771	137,221
Lieutenant - Staff	133,546	**	136,217	138,888	141,559	144,230	146,901	149,572
Captain	133,565	133%	136,236	138,908	141,579	144,250	146,922	149,593
Captain - Staff	145,586	**	148,498	151,409	154,321	157,233	160,145	163,056

* Refer to Article 12.9 for additional information on longevity pay

** Per Article 12.1.4, members assigned to a 40-hour position for greater than 30 calendar days shall be paid an additional nine percent above their current base wage.

1. Base hourly rate is computed as follows:

Hours worked per year 2920 hrs (2080 hrs for 8 hr/day) per year

Base hourly rate (Annual base pay plus annual longevity pay) divided by 2920 (2080) hrs.

2. Until an employee has completed a minimum of three full years of service, he/she shall be required to take and successfully pass any and all required grade examinations in order to be paid at the next highest pay rate.

EXHIBIT C

JANUARY 1, 2025

PAY SCHEDULE

	Annual Base Pay	Percent of F/F I	2025 Base & Longevity for select completed years of Service					
			5 years	10 years	15 years	20 years	25 years	30 years
Firefighter IV	76,947	70%	76,947	76,947	76,947	76,947	76,947	76,947
Firemedic IV	86,841	79%	86,841	86,841	86,841	86,841	86,841	86,841
Firefighter III	87,940	80%	87,940	87,940	87,940	87,940	87,940	87,940
Firemedic III	97,833	89%	97,833	97,833	97,833	97,833	97,833	97,833
Firefighter II	98,933	90%	98,933	98,933	98,933	98,933	98,933	98,933
Firemedic II	108,827	99%	108,827	108,827	108,827	108,827	108,827	108,827
Firefighter I	109,925	Basis	112,124	114,322	116,521	118,719	120,918	123,116
Firemedic I	122,017	111%	124,457	126,898	129,338	131,778	134,219	136,659
Engineer	122,017	111%	124,457	126,898	129,338	131,778	134,219	136,659
Engineer Paramedic	125,316	114%	127,822	130,328	132,835	135,341	137,847	140,354
Safety & Medical	134,109	122%	136,791	139,473	142,155	144,837	147,520	150,202
Lieutenant	134,109	122%	136,791	139,473	142,155	144,837	147,520	150,202
Lieutenant - Staff	146,180	**	149,103	152,027	154,950	157,874	160,797	163,721
Captain	146,201	133%	149,125	152,049	154,973	157,897	160,821	163,745
Captain - Staff	159,359	**	162,546	165,733	168,920	172,107	175,294	178,482

* Refer to Article 12.9 for additional information on longevity pay

** Per Article 12.1.4, members assigned to a 40-hour position for greater than 30 calendar days shall be paid an additional nine percent above their current base wage.

1. Base hourly rate is computed as follows:

Hours worked per year 2920 hrs (2080 hrs for 8 hr/day) per year

Base hourly rate (Annual base pay plus annual longevity pay) divided by 2920 (2080) hrs.

2. Until an employee has completed a minimum of three full years of service, he/she shall be required to take and successfully pass any and all required grade examinations in order to be paid at the next highest pay rate.

EXHIBIT D

JANUARY 1, 2026

PAY SCHEDULE

	Annual Base Pay	Percent of F/F I	2026 Base & Longevity for Select Years of Service					
			5 years	10 years	15 years	20 years	25 years	30 years
Firefighter IV	80,795	70%	80,795	80,795	80,795	80,795	80,795	80,795
Firemedic IV	91,183	79%	91,183	91,183	91,183	91,183	91,183	91,183
Firefighter III	92,337	80%	92,337	92,337	92,337	92,337	92,337	92,337
Firemedic III	102,725	89%	102,725	102,725	102,725	102,725	102,725	102,725
Firefighter II	103,879	90%	103,879	103,879	103,879	103,879	103,879	103,879
Firemedic II	114,268	99%	114,268	114,268	114,268	114,268	114,268	114,268
Firefighter I	115,421	Basis	117,730	120,038	122,347	124,655	126,964	129,272
Firemedic I	128,118	111%	130,680	133,243	135,805	138,367	140,930	143,492
Engineer	128,118	111%	130,680	133,243	135,805	138,367	140,930	143,492
Engineer Paramedic	131,581	114%	134,213	136,845	139,476	142,108	144,740	147,371
Safety & Medical	140,814	122%	143,630	146,447	149,263	152,079	154,896	157,712
Lieutenant	140,814	122%	143,630	146,447	149,263	152,079	154,896	157,712
Lieutenant - Staff	153,488	**	156,558	159,628	162,698	165,768	168,837	171,907
Captain	153,511	133%	156,581	159,651	162,721	165,791	168,862	171,932
Captain - Staff	167,326	**	170,673	174,020	177,366	180,713	184,059	187,406

Refer to Article 12.9 for additional information on longevity pay

** Per Article 12.1.4, members assigned to a 40-hour position for greater than 30 calendar days shall be paid an additional nine percent above their current base wage.

1. Base hourly rate is computed as follows:
Hours worked per year 2920 hrs (2080 hrs for 8 hr/day) per year
Base hourly rate (Annual base pay plus annual longevity pay) divided by 2920 (2080) hrs.

2. Until an employee has completed a minimum of three full years of service, he/she shall be required to take and successfully pass any and all required grade examinations in order to be paid at the next highest pay rate.

MEMORANDUM OF UNDERSTANDING

Effective the **20** day of **OCTOBER**, 2025, IAFF Local 2203 (“**Local 2203**”) and North Metro Fire Rescue District (“**NMFRD**”) (collectively, the “**Parties**” and individually a “**Party**”) enter into this Memorandum of Understanding (“**MOU**”) for the limited purpose set forth herein.

WHEREAS, the Parties have entered into a collective bargaining agreement that expires on December 31, 2026 (“**Current CBA**”); and,

WHEREAS, Local 2203 has requested, and the Board has agreed, to modify the language in the Current CBA concerning Employer contributions to an Employee’s retirement plan after an employee has elected to enter the Deferred Retirement Option Plan (“**DROP**”) that is administered by the Fire and Police Pension Association of Colorado (“**FPPA**”).

To achieve the limited purpose set forth herein, the Parties express the following understanding:

1. Section 12.8 of the Current CBA is modified to read as follows:

12.8 EMPLOYER CONTRIBUTIONS TO PENSION AFTER DROP:

After an Employee has elected to enter the Deferred Retirement Option Plan (DROP) with the Fire and Police Pension Association of Colorado and up to the Employee’s time of termination of employment (which shall be no later than the fifth anniversary of the DROP entry date), the District will contribute into the FPPA 401(a)/Statewide Money Purchase Pension Plan on behalf of the Employee at the same contribution rate required by the FPPA Statewide Money Purchase Pension Plan as if the Employee had not entered the DROP plan.

2. The District’s contributions to the Employee’s investment account within FPPA’s 457 Deferred Compensation Plan for an Employee that is currently in the DROP will cease as of the last pay date prior to the Effective Date.

3. Except for the above provisions that the Parties mutually agreed to modify, and which have been approved by the Board and ratified by the Collective Bargaining Unit, all provisions in the Current CBA shall remain exactly as written through December 31, 2026.

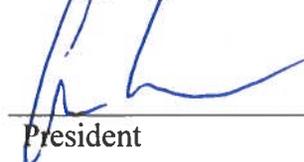
4. The change reflected in this MOU will take effect on November 1, 2025 and may be executed in counterparts and by facsimile or electronic pdf, each of which shall be deemed an original.

For the District:


Chief Mark Daugherty

10/20/25
Date

For IAFF Local 2203:


President

10/15/25
Date