

COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE ARVADA FIRE PROTECTION DISTRICT
AND ARVADA PROFESSIONAL FIREFIGHTERS I.A.F.F. LOCAL 4056
Effective January 1, 2020 – December 31, 2021

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This Agreement is entered into by and between the Arvada Fire Protection Fire District, a quasi-municipal corporation and political subdivision of the state of Colorado, and the Arvada Professional Firefighters Association, Local 4056, I.A.F.F.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Fire District and the employees of the Fire District who are covered by this Agreement.

ARTICLE I – DEFINITIONS

The following terms shall have the meaning set forth below for the purpose of this Agreement. Terms not defined below shall have the meaning set forth in the Member Handbook to the extent defined therein.

- A. **Agreement:** This Collective Bargaining Agreement between the Fire District and the Union.
- B. **Bargaining Unit:** All full-time employees of the Fire District holding the rank of Captain or below, who are involved directly in fire prevention, fire suppression, rescue, hazardous materials and/or emergency medical services or activities; except that the Bargaining Unit does not include employees employed in clerical, administrative, or dispatch positions, the fire prevention division, and part-time employees of the Fire District.
- C. **Discretionary Benefits:** Those discretionary employment-related benefits set forth in this Agreement.
- D. **Fire Chief:** The Fire Chief of the Arvada Fire Protection District, appointed by, serving at the pleasure of, and acting under the direction of, the Fire District Board.
- E. **Fire District:** The Arvada Fire Protection District, a quasi-municipal corporation and political subdivision of the state of Colorado.
- F. **Fire District Board:** The Board of Directors of the Fire District, which is the governing body of the District, and possess the power and authority expressly granted or implied by federal, state, and local law, including but not limited to the Special District Act, C.R.S. §32-1-101, *et seq.*
- G. **Immediate Family:** A member's spouse; a member's and spouse's natural, step, foster or adopted child; a member's natural, step, foster or adopted mother, father, sister or brother; a member's grandparent, grandchild, mother-in-law, father-in-law; and, any relative or other dependent living in the same household as the member.
- H. **Member Handbook:** The Member Handbook adopted by the Fire District Board, and the rules, policies, and procedures set forth in the Member Handbook, as modified or amended in the Fire District Board's sole discretion. The current up-to-date version is posted on the Fire District's website under the "members" section.
- I. **Negotiator(s):** An individual designated and authorized by the Union or the Fire District to engage in collective bargaining in accordance with the provisions contained in this Agreement. Each Party may designate up to three Negotiators and one alternate, excluding legal counsel.



- J. **Payroll Manual:** The Payroll Manual adopted by the Fire District Board, and the rules, policies, and procedures set forth in the Payroll Manual, as modified or amended in the Fire District Board's sole discretion.
- K. **Parties:** Collectively, the Fire District and the Union.
- L. **Party:** Either the Fire District or the Union.
- M. **Rates of Pay and Wages:** The monetary compensation paid to Bargaining Unit members during the Term of this Agreement, including the base salary for each rank within the Bargaining Unit, and other forms of monetary compensation that may be paid to the Bargaining Unit members, such as acting pay, EMT-P (Paramedic) and driver operator/pumper certifications. Nothing in this Agreement, or the fact that Rates of Pay and Wages may be the subject of collective bargaining, shall create, infer or entitle any Bargaining Unit member to any specific monetary compensation or an increase in his/her monetary compensation in any subsequent year.
- N. **Spouse:** An individual who is (1) legally married to a Bargaining Unit member under the laws of the state of Colorado or was legally married under the laws of the state in which the Bargaining Unit member and the individual were married; or (2) in a civil union or domestic partnership with the Bargaining Unit member that was legally formed under Colorado law.
- O. **Standard Operating Guidelines:** Administrative and/or operational procedures developed and implemented by the Fire Chief to carry out the Fire District Board's rules, policies, and procedures.
- P. **Term:** The Term of this Agreement as set forth and defined in Article III.
- Q. **Union:** The Arvada Professional Firefighters Association, I.A.F.F. Local 4056.

ARTICLE II – RECOGNITION

SECTION 1 – During the Term of this Agreement, the Fire District recognizes the Union as the exclusive bargaining representative for all Bargaining Unit members for the purpose of collective bargaining regarding, and expressly limited to, recognition, wages, benefits, and management rights covered by this Agreement. The Fire District is an “open” shop, not a “closed” or “Union” shop. A Bargaining Unit member may elect, at any time, not to be a Union member. Notwithstanding any other provision of this Agreement, the Fire District shall have the right to negotiate and enter into independent contract(s) directly with a Bargaining Unit member for occasional and sporadic services he/she does not perform as part of his/her regular employment with the Fire District.

SECTION 2 – The Parties shall not discriminate against a Bargaining Unit member on account of Union activity, or membership or non-membership in the Union. This Agreement shall apply equally to all Bargaining Unit members, without regard to race, color, religion, creed, national origin, ancestry, gender, sexual orientation, transgender status, genetic information, marital status, military status, veteran status, age, disability, political affiliations or status in any other group protected by federal, state, or local law.

SECTION 3 – The Union shall provide a copy of this Agreement to all members of the Bargaining Unit. Within thirty (30) days of the date of execution of this Agreement, the Union shall certify to the Fire Chief that it has distributed copies of this Agreement to all members of the Bargaining Unit.



SECTION 4 – This Agreement must be ratified by the Union and the Fire District Board before it is effective. Within fifteen (15) calendar days of ratification, the Union shall certify to the Fire Chief that not less than a majority of the Bargaining Unit members voted in favor of the ratification.

ARTICLE III – TERM OF AGREEMENT

This Agreement shall be effective as of January 1, 2020 and shall remain in full force and effect through December 31, 2021. If, notwithstanding their good faith efforts, the Parties reach an impasse in collective bargaining pursuant to Article IV, below, this Agreement, and all terms and conditions contained in this Agreement, shall automatically renew for the next calendar year only, notwithstanding the fact that the term covered by this Agreement is two (2) years. During the renewal year (or any successive renewal year), the Parties shall engage in good faith collective bargaining in accordance with Article IV, below. The forgoing “automatic renewal” provision shall apply to each successive calendar year in which the Parties reach an impasse in their collective bargaining under Article IV, below.

ARTICLE IV – COLLECTIVE BARGAINING

Negotiations for future collective bargaining agreements between the Arvada Fire Protection District and the Arvada Professional Firefighters I.A.F.F. Local 4056 shall be carried out directly between a team of representative negotiators for the Fire District Board and the Arvada Firefighters Local 4056 Executive Board. The Fire Chief or his/her designee may be present as a subject matter expert for both negotiating parties; additionally, either Party may utilize subject matter experts at their discretion. Each negotiating team shall report back to their respective constituency for collaboration, guidance and clarifications as required.

On or after June 1, 2021 the negotiating teams shall meet to begin negotiations for rates of pay and wages, discretionary benefits, working conditions, and issues for inclusion in the Collective Bargaining Agreement. Efforts should be made to complete negotiations by December 15, 2021 or at such point a District budget must be complete and submitted.

Prior to June 1, 2021, the parties may mutually agree to negotiate a particular issue. Only those issues mutually agreed upon shall be subject to negotiations. Neither party is required to mutually agree; to not mutually agree shall not be construed as bad faith against either party. If the parties mutually agree to negotiate a particular issue, there is no requirement that the parties reach agreement. If any tentative agreements are reached during these negotiations, then the ratification and approval process shall be followed prior to any written amendment of the Collective Bargaining Agreement.

ARTICLE V – NO STRIKES OR LOCKOUTS

SECTION 1 – Protection of the public health, safety and welfare demands, and the Parties agree, that neither the Union, the Bargaining Unit members, nor any person acting in concert with them, shall cause, sanction or take part in any strike (as defined in the Colorado Firefighter Safety Act, C.R.S. §29-5-203), walk out, sit down, slow down, picketing or any other interference with the normal work routine. The Fire District agrees that so long as this Agreement is in effect, there shall be no lockouts. The closing down or curtailing of any specific operation or any part thereof shall not be construed as a lockout. The delivery of fire prevention, fire suppression, rescue, hazardous materials, and emergency medical services to protect the persons and property in the Fire District in the most efficient, effective, and courteous manner is of paramount importance to the Fire District and the Union. Such achievement is recognized to be a mutual obligation of both Parties within their respective roles and responsibilities.



SECTION 2 – The provisions of this Agreement are intended to provide a separate contractual prohibition against strikes and other prescribed activities and operate in addition to and/or in concert with any prohibitions set forth in applicable federal and state laws.

SECTION 3 – In addition to any other remedies available to the Fire District at law or in equity, the Fire District may discipline a Bargaining Unit member, up to and including termination, for violation of this Article V. A Bargaining Unit member shall not receive any portion of his/her compensation while engaging in any activity that violates this Article V.

ARTICLE VI – FIRE DISTRICT RULES, POLICIES, PROCEDURES AND GUIDELINES

The Fire District’s rules, policies, procedures, and guidelines, including but not limited to the rules, policies, and procedures set forth in the Member Handbook, Payroll Manual, and Standard Operating Guidelines existing on the date of execution of this Agreement, or as may be amended or established thereafter from time to time by the Fire District Board or Fire Chief, in its/his/her sole discretion, shall be binding upon the Parties; provided, however, to the extent any Fire District rule, policy, procedure or guideline is in conflict with an express provision of this Agreement, this Agreement shall control.

During the Term of this Agreement, any proposed change in the Fire District’s rules, policies, procedures or guidelines or any new rule, policy, procedure or guideline, which is in conflict with an express provision of this Agreement, must be expressly agreed to in advance and ratified by the Union and made part of this Agreement, before taking effect.

A rule, policy, procedure or guideline is not in conflict with a provision of this Agreement solely because it addresses a new issue or changes an existing rule, policy, procedure or guideline; nor is a new or existing rule, policy, procedure or guideline in conflict with an express provision of this Agreement because it affects matters over which the Parties did, or could have, negotiated, if the issue is not expressly covered in this Agreement.

Nothing in this Agreement is intended to affect any legal right the Fire District may have to make a new rule, policy, procedure or guideline, or to eliminate or change any rule, policy, procedure or guideline, without Union approval, unless the new rule, policy, procedure or guideline, or an amendment to an existing rule, policy, procedure or guideline, is in conflict with an express provision of this Agreement. Additionally, the Fire District may, without Union approval, change any rule, policy, procedure or guideline even to the extent the change is in direct conflict with an express provision of this Agreement, if the change is necessary as a result of a present or impending emergency that would jeopardize the health, safety or welfare of citizens or property, or the Fire District’s members.

ARTICLE VII – MANAGEMENT RIGHTS

SECTION 1 – The Parties expressly understand and agree that neither the fact of this Agreement nor any provision contained in this Agreement shall in any manner alter, affect or impair the Fire District’s sole and exclusive right to manage the affairs of the Fire District, including but not limited to, the right to change the level or nature of services provided by the Fire District.

SECTION 2 – Except where limited by an express provision of this Agreement, nothing in this Agreement shall be construed to restrict, limit or impair the rights, powers, and authority of the Fire District expressly granted or inferred by federal, state or local law. These rights, powers, and authority include, but are not limited to the following:

1. The determination and establishment of Fire District policy, including the right to manage the affairs of the Fire District in all respects;



2. The right to assign and limit working hours, including overtime;
3. The right to establish, modify, or change work schedules;
4. The right of staffing of apparatus, and the amount of apparatus in the main or reserve fleet;
5. The right to direct the Fire District's members, and the right to select, hire or appoint, implement corrective or disciplinary action or terminate, classify, reclassify, suspend, layoff, promote, demote, or transfer any Fire District member, or relieve them from duty;
6. The right to maintain the discipline and efficiency of the members, the right to discipline the Fire District's members, and the right to terminate any Bargaining Unit member;
7. The right to organize or reorganize the Fire District in any manner it chooses, including determining the size of the Fire District, and job classification and ranks based upon duties assigned;
8. The right to determine the Fire District's safety, health, and property protection measures;
9. The right to allocate and assign work to all Fire District members;
10. The right to determine policies affecting member selection and training;
11. The right to schedule operations and determine the number and duration of hours of assigned duty per week;
12. The right to establish, discontinue, modify, and enforce the Fire District's rules, policies, procedures, and guidelines, including but not limited to the rules, policies, procedures, and guidelines contained in the Fire District's Member Handbook, Payroll Manual, and Standard Operating Guidelines, consistent with Article VI of this Agreement;
13. The right to transfer work from one position or member to another within the Fire District;
14. The right to introduce new, improved or different methods and techniques of operation of the Fire District or changes in existing methods and techniques;
15. The right to determine and control the placing of service, maintenance or other work with outside contractors, vendors, manufacturers, suppliers or providers;
16. The right to determine the number of ranks and the number of members within each rank;
17. The right to determine the amount of supervision necessary;
18. The right to determine necessary or appropriate actions in any emergency;
19. The right to determine whether to layoff members because of lack of work or lack of funds;
20. The right to determine and implement the methods, equipment, facilities and other means and personnel by which Fire 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 personnel engaged therein; and
21. The right to determine its budget, organization, and the merits, necessity, and level of any activities or services provided.

This statement of management rights, powers, and authority is not exclusive of other rights, powers, and authority not listed herein that are not in conflict with an express provision of this Agreement.

Nothing in this Agreement shall prohibit the Fire District Board and/or the Fire Chief from establishing, from time to time and at any time, and in their sole discretion, such minimum standards for Bargaining Unit members as are deemed necessary, including, but not limited to, annual testing of physical health, fitness, agility, and other qualifications to the extent authorized by law.



ARTICLE VIII – UNION ACTIVITY; COLLECTION OF DUES, FEES AND ASSESSMENTS, UNION SECURITY

SECTION 1 – Union activity or Union business of any kind shall only be carried on during working hours with the Fire Chief's or his/her designee's prior permission. Failure of the Fire District or the Fire Chief to enforce this Section 1 for any reason shall not constitute a waiver of this Section 1.

SECTION 2 – The Fire District shall provide shift coverage for Union officers (President, Vice President, and Secretary/Treasurer, Trustee, Sergeant of Arms) to attend labor conventions or serve on other official Union business, provided prior, written reasonable notice is given to the District by the Union specifying the length of time off. The Union agrees that in making its requests for time off for Union activities, due consideration shall be given to the number of employees affected so that there shall be limited disruption of the District's operations due to lack of available employees, subject to the Fire Chief or his/her designee's approval. The maximum aggregate coverage for Union officials shall be 300 hours per calendar year.

SECTION 3 – Upon receiving a Union member's signed written authorization, the Fire District agrees to deduct from that Union member's paycheck all Union membership dues, fees, and assessments (collectively, "dues") in an amount certified to be current and accurate by the Union Secretary-Treasurer. Within thirty (30) days of the execution of this Agreement, the Union Secretary-Treasurer shall provide the Fire Chief with written certification of the amount of the dues to be deducted for each Union member, which certification shall remain in force and effect until revoked or modified in writing by an authorized Union representative at least thirty (30) days before the effective date of the revocation or modification.

SECTION 4 – Each Union member and the Union hereby authorize the Fire District to rely upon and honor the Union Secretary-Treasurer's certification(s) regarding the amounts to be deducted and the legality of the actions taken by the Union in determining the amount of the Union membership dues.

SECTION 5 – The Fire District shall forward all deductions from a Union member's pay for dues to the Union within thirty (30) days of the deduction. Under no circumstances shall the Fire District be liable to pay the dues set forth in this Agreement from Fire District funds. The Fire District's current and former directors, officers, employees, volunteers or agents shall not be liable for any delay in making or paying such deductions. Upon sending payment of the deductions to the Union's last known address, the Fire District and its current and former directors, officers, employees, volunteers or agents shall be released from all liability to the Union and the Union members under the assignments of wages set forth in this Article VIII.

SECTION 6 – The Union agrees that, in the event of litigation by a member of the Bargaining Unit against the Fire District and/or its current or former directors, officers, employees, volunteers or agents arising out of or relating to Sections 2-4 of this Article VIII, the Union shall indemnify, defend, and hold harmless the Fire District and its former or current directors, officers, employees, volunteers or agents from any claim, cause of action, liability, monetary award or equitable relief, including the District's reasonable attorneys' fees, costs, and expenses. The Fire District shall have the sole right to select legal counsel to represent it in connection with any matter coming within this Section, notwithstanding the Union's obligation to pay the attorneys' fees, costs, and expenses incurred by such legal counsel.



ARTICLE IX – SHIFT SCHEDULE, RATES OF PAY AND WAGES

SECTION 1 – SHIFT SCHEDULE. The Bargaining Unit members shall work a “48/96 shift schedule”, which is a three-platoon system in which each Bargaining Unit member will work two consecutive twenty-four (24) hour shifts for a total of forty-eight (48) hours, followed by ninety-six (96) consecutive hours off duty.

1. A “shift” will consist of a twenty-four (24)-hour period.
2. The Fire District has the right to assign any Bargaining Unit member to a 40-hour workweek schedule.

SECTION 2 – BASE SALARY. The Parties agree that the base salaries for Bargaining Unit members for calendar years 2020 and 2021 shall be set forth in Appendix A to this Agreement. Notwithstanding the fact that the Bargaining Unit members’ compensation is depicted as annual base salaries, the Parties agree that the base salaries set forth in Appendix A are intended to compensate the Bargaining Unit members 192 hours actually worked during a 24-day work period, 15.208 work periods per year.

A Bargaining Unit member shall receive overtime pay at the rate of one and one-half times (1 ½) the Bargaining Unit member’s regular hourly rate of pay for all hours actually worked in excess of 182 hours in a 24-day work period; however, the base pay already includes pay at the Bargaining Unit member’s regular hourly rate for each of the ten (10) hours actually worked in excess of 182 and up to 192 hours in a 24-day work period. Accordingly, the Bargaining Unit member is entitled to an additional one-half (1/2) hour of compensation for each hour of overtime actually worked in excess of 182 and up to 192 hours in a 24-day work period.

The Bargaining Unit member will be compensated at the rate of one and one-half (1 ½) times his/her regular hourly rate for each hour of overtime actually worked in excess of 192 hours in a 24-day work period. Regular hourly rate of pay will be calculated using a Bargaining Unit member’s base pay divided by 2,912 hours and adjusted per work period in accordance with the FLSA for purposes of calculating overtime. The Fire District and the Union agree that the compensation provisions set forth in this Section 2 are in compliance with the Fair Labor Standards Act.

SECTION 3 – EMT PARAMEDIC CERTIFICATION. The Fire District shall pay a Bargaining Unit member above the grade of Firefighter Paramedic 4 (Para4) who possess a current state of Colorado EMT-P (Paramedic) Certification a payment stipend of three hundred dollars (\$300) per month.

In addition, members performing additional duties will receive a payment stipend of three hundred dollars (\$300) per month for each of the following:

1. Paramedic Field Instructors
2. EMS Shift Supervisors and/or members who participate in Continuous Quality Improvement (CQI) and/or Quality Management and Improvement (QMI) of the District Emergency Medical Services (EMS) patient care reporting,

SECTION 4 – ACTING PAY. A Bargaining Unit member, who is temporarily assigned to and actually works in an acting position that is higher than his/her current rank, shall receive “acting pay” in accordance with this Section 4. The acting pay shall be calculated from the time the Bargaining Unit member began actually working in the acting position. Acting pay will be added to the base pay of a Bargaining Unit member who is temporarily assigned to work in an acting position as determined by the Fire District Board through the adoption of an organizational chart and staffing reports. Actual hours worked by a Bargaining



Unit member in an acting position that would constitute overtime under the FLSA will be paid at one and one half (1 ½) times the regular hourly rate of pay received by the Bargaining Unit member in the acting position.

A Bargaining Unit member holding the rank of Firefighter or Firefighter/Paramedic who is acting in the position of Engineer will receive \$1.50 additional pay for each hour he/she serves as an Acting Engineer.

A Bargaining Unit member holding the rank of Firefighter, Firefighter/Paramedic or Engineer who is acting in the position of Lieutenant will receive \$2.00 additional pay for each hour he/she serves as an Acting Lieutenant.

A Bargaining Unit member holding the rank of Lieutenant who is acting in the position of Captain on a temporary basis due to an extended vacant position will receive \$2.00 additional pay for each hour he/she serves as an acting Captain.

A Bargaining Unit member holding the rank of Captain who is acting in the position of Battalion Chief will receive \$2.00 additional pay for each hour he/she serves as an acting Battalion Chief.

The Fire District has the right to assign any member, including any Bargaining Unit member, as needed on a temporary basis to any vacant position caused by illness, leave, vacation or any other reason.

SECTION 5 – COMPENSATORY TIME. The Fire District permits the accrual and use of compensatory (comp) time under the following guidelines:

1. A Bargaining Unit member who wishes to receive comp time must designate the overtime hours he/she wants treated as comp time when he/she submits the overtime hours to payroll.
2. Only overtime hours worked outside of a Bargaining Unit member's regular work schedule are eligible for conversion to comp time.
3. Comp time shall be accrued at the rate of one and one-half (1 ½) hours for each full hour of overtime actually worked in excess of 192 hours in a 24-day work period. A Bargaining Unit member is not permitted to convert to comp time the half (1/2) time overtime premium earned for working between 182 and 192 hours in a 24-day work period.
4. For the term of this agreement, a Bargaining Unit member shall not accrue more than forty-eight (48) hours of comp time without prior approval of the Fire Chief or his/her designee.

Upon separation of employment, if a Bargaining Unit member has accumulated comp time, he/she shall be entitled to be paid for the accrued but unused comp time at the regular hourly rate determined by the applicable Regulations promulgated by the U.S. Department of Labor Wage and Hour Division.

SECTION 6 – STAFFING. Without abrogating or limiting the management rights set forth in Article VII, it is the Parties' goal to staff engines, trucks, and rescues with a minimum of four (4) firefighters in the normal course of the Fire District's operations. The Fire District shall retain sole discretion in determining when four-person staffing is appropriate. Examples of conditions that would cause the reduction in staffing include a change in financial status, technology, adjustment in operating procedures, and changes to NFPA 1710. Prior to making a determination that a reduction in staffing is necessary, including any change from the four-person staffing system, the Fire District will meet and confer with the Union to discuss why those changes are necessary and receive input from Bargaining Unit representatives for consideration in the decision-making process.



When the conditions that cause a reduction in staffing are financial in nature, an evaluation of how and if staffing levels can be restored to four-person staffing on engines, trucks, and rescues shall be performed in conjunction with the Bargaining Unit.

As part of this agreement, two (2) stations staffed with both an Engine company and a Medic Unit may deploy the Five-Person staffing model. This model allows staffing an Engine at three (3) personnel with additional response personnel being utilized by the closest Medic Unit available for response, creating a crew of five (5) personnel.

ARTICLE X – DISCRETIONARY BENEFITS

SECTION 1 – BEREAVEMENT LEAVE. Requests for bereavement leave shall be made to the Fire Chief or his/her designee. Line-members will be excused for up to two shifts for in-state funerals and three shifts for out-of-state funerals due to a death in the immediate family. Line-members will be paid for the foregoing approved bereavement leave.

The Fire Chief may, in his/her sole discretion, grant additional bereavement leave. For Bargaining Unit members, approved bereavement leave in excess of the periods provided above will be deducted from accrued but unused vacation time, comp time, personal leave or sick leave or will otherwise be without pay, except in the case of exempt Bargaining Unit members who have performed work for the District at any time during a work week in which bereavement leave is taken.

SECTION 2 – WITNESS LEAVE. A Bargaining Unit member subpoenaed to produce documents, provide deposition testimony or appear in court on a Fire District related matter must immediately notify his/her supervisor. A Bargaining Unit member will be paid for the time necessary to comply with the subpoena whether the Bargaining Unit member is on or off-duty.

A Bargaining Unit member subpoenaed to produce documents, provide deposition testimony or appear in court on a non-Fire District matter will be granted unpaid leave necessary to comply with the subpoena, and will be allowed to use unused vacation, holiday or comp time with approval of the Fire Chief or his/her designee. A Bargaining Unit member will be granted permission to use unused comp time absent undue hardship to the District.

SECTION 3 – LEAVE OF ABSENCE. A Bargaining Unit member may request an unpaid administrative leave of absence for a period not to exceed one year from the date of approval. An administrative leave of absence of nine months or more in length will be limited to one during a Bargaining Unit member's tenure.

A request for an administrative leave of absence must be submitted in writing to the Fire Chief at least five business days before the start of the requested leave. An administrative leave of absence may only be granted by the Fire Chief, in his/her sole discretion, and on such terms and conditions as determined by the Fire Chief in his/her sole discretion. All Fire District property must be returned to the Fire District prior to commencement of the leave.

SECTION 4 – FAMILY AND MEDICAL LEAVE OF ABSENCE FOR A BARGAINING UNIT MEMBER WHO DOES NOT QUALIFY FOR LEAVE UNDER THE FAMILY AND MEDICAL LEAVE ACT (FMLA). A Bargaining Unit member who is not eligible for FMLA leave may request a leave of absence for the care of a child after birth, adoption or placement with the Bargaining Unit member for foster care, the care of a spouse, child or parent with a serious health condition, or in the event of a Bargaining Unit member's own serious health condition, subject to the following terms and conditions:



- A. Leave requests must be made at least thirty (30) days in advance of the date the Bargaining Unit member would like the leave to begin or, in emergency situations, with as much advance notice as is practicable. The certification requirements and the conditions for required use of accrued time off, benefits accrual, and continuation of group health insurance during leave for Bargaining Unit members who qualify for leave under the FMLA shall apply to all leave requests under this Section 4. Unless applicable state or local law requires otherwise, leaves will be limited to a 30-day maximum duration except leaves for a Bargaining Unit member's own serious health condition, which may be granted for up to a twelve (12) week period and which may be taken intermittently.
- B. Unless applicable federal or state law requires otherwise, reinstatement will not be guaranteed to any Bargaining Unit member requesting a leave under this Section 4; however, the Fire District will endeavor to place a Bargaining Unit member returning from leave in his/her former position or in a position comparable in status and pay subject to budgetary restrictions, the Fire District's need to fill vacancies, and its ability to find qualified temporary replacements. The Fire Chief may grant or deny a request for leave under this Section 4 in his/her sole discretion.

SECTION 5 – VACATIONS. Bargaining Unit members shall accrue vacation leave from January 1 through December 31 in accordance with this Agreement and shall be considered hours worked and is not subject to loss of FLSA compensation. Vacation leave shall be taken in the following year according to the following table. A Bargaining Unit member begins accruing vacation leave on the first calendar day of the month in which he/she was hired. Vacation hours cannot be carried forward from year to year. Vacation hours must be used in the year following their accrual. Vacation leave not used by December 31 of the year following its accrual is forfeited without compensation.

Bargaining Unit members shall have vacation leave available in accordance with the following schedule:

Vacation Leave Accrual

Years of Service	Hours Available	Number of Days
2 through end of 5 Years of Service	96	4 shift days
6 through end of 10 Years of Service	192	8 shift days
11 through end of 14 Years of Service	240	10 shift days
15 through end of 19 Years of Service	288	12 shift days
After 19 Years of Service	336	14 shift days

All vacation days shall be selected during the vacation selection process conducted in November. Vacation sign up for the following year shall begin November 1.

Four rounds of descending order seniority-based vacation bidding, with rounds based upon amount of vacation hours available to the bargaining unit member, based on the members' years of service (yos) as of December 31 in the year that the vacation bidding takes place.



1. Round 1
 - a. Greater than 19 yos bid 2 shift days.
2. Round 2
 - a. Greater than 19 yos bid 4 shift days.
 - b. 15th-19th yos bid 4 shift days.
 - c. 11th- 14th yos bid 2 shift days.
3. Round 3
 - a. Greater than 19 yos bid 4 shift days.
 - b. 15th-19th yos bid 4 shift days.
 - c. 11th- 14th yos bid 4 shift days.
 - d. 6th – 10th yos bid 4 shift days.
4. Round 4
 - a. Greater than 19 yos bid 4 shift days.
 - b. 15th-19th yos bid 4 shift days.
 - c. 11th- 14th yos bid 4 shift days.
 - d. 6th – 10th yos bid 4 shift days.
 - e. 2nd – 5th yos bid 4 shift days.

When the anticipated total number of accrued vacation days for the following year for all employees of a shift exceed the total number of shift days available for vacation usage in that calendar year, senior employees will be allowed to bid their round two selection on any given day, allowing a maximum of five (5) shift employees to be off on the same day. Should the most senior employee choose not to select in this manner, the option will be given to the next most senior employee on that shift, in descending order.

An employee who has selected, but no longer wants, certain vacation days, may release their vacation days to be re-selected in accordance with the procedures outlined above; provided that the employee seeking to release the vacation days provides notice of release of the vacation days at least 30 days before the scheduled vacation days. If an employee fails to provide at least 30 days' notice of release of selected vacation days, the employee cannot release the vacation days, and must take the vacation as scheduled.

A Bargaining Unit member with less than one year of employment shall become eligible to begin using accrued vacation on January 1 of the year following their date of hire. These Bargaining Unit members will only have the amount of leave accrued from their date of hire through December 31 of the year in which they were hired. A Bargaining Unit member who resigns or is terminated after one year of continuous service will be paid for any accrued but unused vacation time. In the event of a Bargaining Unit member's death, the next of kin will be paid the Bargaining Unit member's accrued but unused vacation leave.

Vacation time accumulated prior to the effective date of this Agreement will continue to be recognized and is subject to this Section 5. If through no fault of the Bargaining Unit member, he/she is unable to use all accrued vacation leave due to an on the job injury or illness, he/she shall be paid for the accrued but unused vacation leave at the end of that calendar year. The Fire Chief or his/her designee shall have the right to require a Bargaining Unit member to take accrued vacation leave prior to the end of the calendar year, subject to scheduling considerations.



Vacation leave must be scheduled as necessary to avoid disruption to the Fire District's operations. The Fire Chief may, in his/her sole discretion, deny a Bargaining Unit member's request for a specific vacation day for any reason the Fire Chief deems appropriate. The Fire Chief may, in his/her sole discretion, cancel or postpone a Bargaining Unit member's vacation due to an emergency.

The Fire District has the right, but not the obligation, to exchange up to one-half (1/2) of a Bargaining Unit member's accrued vacation hours for compensation at the rate of 1:1. Such an exchange is subject to the following:

1. A Bargaining Unit member shall submit in writing to the District the number of accrued vacation hours the member desires exchanging for compensation. Such requests shall be submitted to the District during vacation bidding in the year prior to the calendar year for which the accrued vacation leave is eligible for use.
2. A Bargaining Unit member who exchanges accrued but unused vacation leave for compensation is paid that amount in the first Pay Period of the year the leave is eligible for use at the hourly rate of pay in effect of the year in which the leave was to be used.
3. Once accrued vacation leave is exchanged for compensation, a Bargaining Unit member may not rescind the agreement without approval of the Fire Chief or his/her designee. Such approval shall only be granted in cases of extenuating circumstances as determined by the Fire Chief or his/her designee.

SECTION 6 – PERSONAL LEAVE. As workload allows, the Fire Chief or his/her designee may grant a Bargaining Unit member paid time off to conduct limited personal business, such as medical appointments or driver's license renewal, not to exceed four hours per month. Personal leave is granted on an ad hoc basis and does not accrue. A Bargaining Unit member has no right to personal leave.

SECTION 7 – SICK LEAVE.

- A. Accumulation of Sick Leave. A Bargaining Unit member shall accrue 12 hours of sick leave per month of employment up to a maximum accumulation of 1,456 hours. A Bargaining Unit member who accumulates greater than 1,456 hours of unused sick leave will be paid 1:1 for the sick leave he/she accrued, but did not use, above the 1,456 hours in a calendar year.

For example, a Bargaining Unit member who normally accrues 144 hours of sick leave per year, but who has accrued 1,456 hours of sick leave, cannot accrue additional sick leave in a calendar year; however, if the Bargaining Unit member only uses 32 hours of sick leave in that calendar year, he/she would be paid for 112 hours of sick leave (Formula: 144 hours potential accrual – 32 hours actually used = 112 potential accrual; 112 hours potential accrual x 1 = 112 hours).

A Bargaining Unit member who is entitled to receive accrued but unused sick leave in a calendar year is paid that amount in the first pay period of February the following year at the hourly rate of pay in effect on December 31 of the year in which the sick leave was accrued but unused.

Sick leave may be accumulated from year to year. Upon separation from employment, all accrued but unused sick leave is forfeited, and the Bargaining Unit member will receive no compensation for the forfeited sick leave.



- B. Absences Requiring Use of Sick Leave. Sick leave may be used only for the following purposes:
1. When a Bargaining Unit member is incapacitated due to illness or injury;
 2. As a supplement to Workers' Compensation benefits upon the expiration of injury leave;
 3. When a Bargaining Unit member is required to be in attendance for the necessary medical care of a member of his/her immediate family.
 4. Bargaining Unit members who know in advance that they will be using sick leave (for example, when a health examination or medical treatment has been scheduled), are expected to notify their supervisors promptly of the time and anticipated duration of their absence.

Sick leave may be used for fractions of workdays. If illness or injury impairs a Bargaining Unit member's job performance, or if the Bargaining Unit member's illness or injury poses a direct threat to the Bargaining Unit member or others or may adversely affect Fire District operations, the Fire District may require that the Bargaining Unit member use sick leave for the remainder of his/her work day or shift.

A Bargaining Unit member who is ill and cannot perform his/her job duties must notify the Fire District by contacting the officer in charge on the day he/she is unable to work. Bargaining Unit members who will be absent due to illness are expected to provide the Fire District with as much advance notice of their absence as possible. Failure to notify the Fire District will result in the absence being considered unexcused, with a commensurate pay reduction.

All sick leaves lasting longer than forty-eight (48) consecutive hours for a Bargaining Unit member shall be verified by a physician's written statement of the specific nature of his/her illness or medical condition and the date the Bargaining Unit member is anticipated to return to work. If a satisfactory physician's statement is not provided, or if the Bargaining Unit member has already used all accrued sick leave, he/she may be subject to corrective or disciplinary action.

- C. Additional Time Off. If a Bargaining Unit member uses all his/her accumulated sick leave and still requires time off for a non-work related illness or injury, he/she may request that vacation or holiday leave to which he/she would otherwise be entitled, be applied as sick leave, or the Bargaining Unit member may request leave without pay. The Fire Chief or his/her designee may, in his/her sole discretion, grant or deny the request for leave without pay.
- D. Abuse of Sick Leave. Abuse of sick leave will result in disciplinary action.
- E. Medical Review. Consistent with the provisions of the FMLA, the Americans with Disabilities Act, and the Colorado Anti-Discrimination Act, or if the Fire Chief reasonably believes that a member of the Bargaining Unit is abusing sick leave, the Fire Chief may require a Bargaining Unit member to submit to periodic medical examinations by a physician designated by the Fire Chief during any period of leave for illness or injury.

If, after examining a Bargaining Unit member who is on sick leave, the physician designated by the Fire Chief disagrees with the findings and opinions of the Bargaining Unit member's physician, the Fire Chief may designate a second physician to examine the Bargaining Unit member. If both physicians designated by the Fire Chief agree that the illness or injury has ceased to exist, those physicians may certify the Bargaining Unit member fit for work.

If the Bargaining Unit member fails to return to work at the specified date and time set by the Fire Chief, the Bargaining Unit member may be disciplined, up to and including termination.



The Fire Chief may also require a Bargaining Unit member returning from sick leave exceeding four weeks to pass a physical fitness and agility test.

SECTION 8 – DESIGNATED HOLIDAYS. The Fire District observes the following designated holidays for Bargaining Unit members.

<u>Holiday</u>	<u>Date</u>
New Year's Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving	Thursday and Friday
Christmas Eve	December 24
Christmas Day	December 25

A Bargaining Unit member who does not work on a Designated Holiday is not entitled to pay for the Designated Holiday. A Bargaining Unit member whose shift begins on a Designated Holiday shall be paid overtime compensation at the rate of one-half (1/2) times the Bargaining Unit member's regular rate of pay for hours worked between 0700hrs and midnight on the date of the Designated Holiday.

In addition, each Bargaining Unit member shall receive twenty-four (24) hours holiday leave annually. Holiday leave may be used for any purpose. Holiday leave must be taken in not less than four (4) consecutive hour increments. If a Bargaining Unit member does not use all of the holiday leave hours by December 31 of the year they were accrued, any unused hours will be forfeited without compensation. Further, any unused portion of the holiday leave hours is forfeited upon termination of a Bargaining Unit member for any reason and will not be paid out. Annual holiday leave shall be considered hours worked and is not subject to loss of FLSA compensation.

SECTION 9 – EDUCATIONAL ASSISTANCE. A Bargaining Unit member who wants to attend work-related classes or pursue a master's, bachelor's or associate degree may do so strictly on a voluntary basis, subject to the following:

- A. The Bargaining Unit member must submit a request form signed by the Deputy Chief, a Battalion Chief, and the Chief Training Officer;
- B. A Bargaining Unit member whose shift begins the morning preceding the day he/she will be attending class may leave work only with the approval of the officer in charge;
- C. In the event a Bargaining Unit member is approved to be offline for classes, the member will be required to report for duty on his/her assigned shift day following the last day of class;
- D. A Bargaining Unit member who has been employed with the Fire District for a least one year may be reimbursed for specific education-related expenses by the Fire District only if funds are available, and subject to the following:
 1. Tuition reimbursement shall be made for those Bargaining Unit members who are pursuing a master's, bachelor's, or associate degree through a certified and accredited degree program. The Fire District strongly encourages all Bargaining Unit members to focus education on a degree in Fire Science. Tuition reimbursement shall be made in the following manner:
 - a. Bargaining Unit member shall submit the established Fire District form for reimbursement at the time of enrollment through the chain of command to the Chief Training Officer. Include with this form a valid receipt or invoice for tuition, enrollment forms, and cost of course books.



- b. Bargaining Unit member shall be issued a payment once the request has been approved.
 - c. Upon completion of the course, proof of a minimum passing grade shall be submitted to the Chief Training Officer within 45 days. If the Bargaining Unit member fails to complete the course, receive a minimum passing grade of "C", or submit proof thereof, he/she will be required to reimburse the District the amount received for the specific course and materials.
2. The Bargaining Unit member may receive up to 100% of tuition, enrollment fees, and costs for approved courses and related books, not to exceed \$3,000 per year for undergraduate programs and \$3,500 per year for graduate programs. Fees and costs for life credit shall be reimbursed at the same rate and shall be included in the \$3,000 or \$3,500 per year, whichever is applicable.
3. Courses directly related to an established Fire Science degree also qualify for this reimbursement program.
4. The Bargaining Unit member must be an active employee in good standing during the length of the course to qualify for this benefit.
5. Bargaining Unit members who cease to be employed by the Fire District within four months of reimbursement shall refund the Fire District the reimbursement received, prorated, for the time employed after the reimbursement. For example, a Bargaining Unit member who ceases to be employed by the Fire District one month after being reimbursed shall refund the Fire District three-fourths of the reimbursement received. Similarly, a Bargaining Unit member who ceases to be employed by the Fire District three months after the reimbursement shall refund to the Fire District one-fourth of the reimbursement received. Notwithstanding the foregoing, a Bargaining Unit member who, through no fault of his/her own, is laid off within four months of reimbursement due to the Fire District's business needs shall not be required to refund any portion of the reimbursement received.
6. The Fire Chief is the sole approving authority for all tuition reimbursement. Requests for reimbursement outside of an approved Fire Science program may be made with the approval of the Fire Chief or his/her designee.
7. The Fire Chief may deny any request for reimbursement based on the availability of funds.
8. The Fire District agrees to budget thirty thousand dollars (\$30,000) annually for educational assistance. If at any point in the calendar year this threshold is met, no further tuition reimbursement applications will be approved, and the membership will be notified immediately.

If a Bargaining Unit member's request for time off to attend school conflicts with another employee's request for comp time off, the employee requesting comp time off shall have preference.

SECTION 10 – INSURANCE. Healthcare insurance is an important and valuable benefit provided by the District through a cost-share with members who enroll in the plan. As part of determining the District's healthcare insurance brokers, carriers, and plans offered to all District employees, the Union may designate up to two representatives to participate in a strategic insurance planning team that will review and compare health care brokers, insurance carriers and insurance plan options. The strategic insurance planning team will make a recommendation to the Fire Chief and the District.



During the term of this Agreement, the Fire District shall pay 100% of the premium for all Bargaining Unit members enrolled in the District provided health insurance plan under employee-only coverage, and 80% of the premium for all Bargaining Unit members enrolled in the District provided health insurance plan under all other levels of coverage.

Notwithstanding the foregoing, if the increase in premiums for a calendar year for medical/dental/vision insurance are greater than 10% of the amount of the premiums paid in the prior year, the Fire District may, in its sole discretion, shift to the Bargaining Unit members an amount up to the amount of the increase in excess of 10%. Any shift of premium to the Bargaining Unit members would be effective in January of the year that the premium exceeded 10% of the prior year.

For example, if the amount of the premiums increase by 15%, the Fire District would pay 100%/80% of 110% of the old premium and the members of the Bargaining Unit would pay the remainder.

SECTION 11 – PENSION CONTRIBUTIONS. In addition to the required FPPA contributions, the Fire District shall also contribute an additional two percent of a Bargaining Unit member's compensation.

SECTION 12 – EMPLOYEE RESIDENCE. Bargaining Unit members may reside in or outside the Fire District service area at their discretion.

SECTION 13 – RETIRED EMPLOYEE HEALTH INSURANCE. A Bargaining Unit member who retires from the Fire District at or after age 55 and who has completed 20 or more years of service with the Fire District, and after COBRA coverage ends (if applicable), is eligible to elect coverage in the Fire District's health insurance plan at any coverage level provided by the plan. (For example, individual, individual + spouse, individual + child(ren), or individual + family). The retired Bargaining Unit member will be responsible for reimbursing the Fire District the entire premium cost of the coverage as set by the insurance carrier. Payment for coverage is due on the first day of the month for each month coverage is provided. Payment reminders will not be sent to participants. Except as otherwise required by federal or state law, failure to make payments when due will result in termination from the plan.

A retired Bargaining Unit member must reside in the plan provider coverage area to be covered by the plan.

On the date a retired Bargaining Unit member becomes eligible for Medicare, coverage on the Fire District's health insurance plan will be terminated for the retired Bargaining Unit member and the retired Bargaining Unit member's spouse and dependents (if elected). A retired Bargaining Unit member who terminates coverage in the plan after enrolling, and outside the normal provisions of COBRA, will no longer be eligible to participate in the Fire District's retired employee health insurance plan.

This benefit will be offered so long as: a) the Fire District's health insurance carrier allows pre-Medicare retirees to remain on the plan; and, b) the impact of this benefit on the rates of the Fire District's overall health insurance coverage allow for the continuation of the benefit. The Fire District and the Union shall analyze this benefit annually to determine the overall impact on the Fire District's medical insurance rates. The Fire District may eliminate this benefit if the cost to maintain it would increase the rates of the Fire District's overall health insurance coverage by 5% or more.

SECTION 14 – RETIREMENT HEALTH SAVINGS PLAN. The District shall contribute \$200 per month to each Bargaining Unit member's retirement health savings (RHS) plan.



ARTICLE XI – MISCELLANEOUS UNION ACTIVITIES

SECTION 1 – The Union President or his/her designee, shall make every effort to attend a Fire District Board meeting at which issues relating to any aspect of this Agreement are on the agenda for consideration by the Board.

SECTION 2 – The Fire District will allow the Union to conduct regular meetings of the Union members at the training center or such other Fire District facility as the Fire Chief determines, in his/her sole discretion; provided, that the scheduling and conducting of any Union meeting shall not interfere with the Fire District’s administration and operation.

SECTION 3 – The Union shall be permitted to maintain, at each station in the Fire District, one bulletin board to be used exclusively for Union business.

ARTICLE XII – GENERAL MATTERS

SECTION 1 – This Agreement shall be binding upon the successors and assigns of the Parties, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either Party.

SECTION 2 – If any provision of this Agreement, or the application of the provision, should be rendered or declared invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.

SECTION 3 – No change, rescission, alteration, modification, or amendment of this Agreement, in whole or in part, shall be valid unless approved in writing by a duly authorized representative of each Party.

SECTION 4 – Any issues or matters not expressly addressed in this Agreement and not specifically covered, regardless of whether such issues or matters concern wages or benefits, are not the subject of this Agreement and shall not be governed by this Agreement.

ARTICLE XIII – DISPUTE RESOLUTION/GRIEVANCE PROCEDURE

SECTION 1 – GRIEVANCE DEFINED. For purposes of this Agreement, the term grievance shall mean a claim by one or more Bargaining Unit members, the Union, or the Fire District that an express provision of this Agreement has been violated or incorrectly interpreted. The term grievance shall not include a claim relating to a matter that is the subject of a corrective or disciplinary action which shall be handled exclusively through the procedures set forth in the Fire District’s Member Handbook, or a claim of discrimination, harassment, failure to accommodate, or retaliation, which shall be reported, investigated, and resolved in accordance with the Fire District’s Member Handbook.

SECTION 2 – INFORMAL RESOLUTION. The Union and the Fire District support the informal resolution of grievances whenever possible, without resort to the formal grievance procedure set forth in Section 4. Before initiating a formal grievance, the aggrieved Bargaining Union member(s) shall in good faith attempt to resolve the grievance informally within the chain of command, so long as any informal resolution of the grievance is not inconsistent with this Agreement. The aggrieved Bargaining Unit member(s) may, but is not required to, seek the assistance of a Union representative, who may be involved in the informal grievance resolution efforts.

SECTION 3 – SUBMISSION OF GRIEVANCE TO UNION. If the grievance of a Bargaining Unit member(s) is not resolved through the informal resolution procedure set forth in Section 2, above, the aggrieved Bargaining Unit member(s) shall submit the grievance in writing to the Union President or



his/her designee. The Union shall review the grievance and accept or reject the grievance according to its merit or justification under the terms of this Agreement. The Union shall have complete discretion at any time during the grievance process to decline representation if, in its judgment, the grievance lacks merit, or has been satisfactorily adjusted, settled, or otherwise resolved.

SECTION 4 – GRIEVANCE PROCEDURE

STEP 1: SUBMISSION OF GRIEVANCE. A grievance shall be submitted within fifteen (15) calendar days of the date on which the incident or event giving rise to the grievance occurred. If the grievance is by one or more Bargaining Unit members or the Union, it shall be submitted to the Fire Chief or, in his/her absence, the Deputy Fire Chief or other designee. If the grievance is by the Fire District, it shall be submitted to the Union President, or in the President's absence, another Union officer or representative. The grievance shall be submitted on the grievance form developed by the Fire District and the Union and shall, at a minimum, state:

1. The date(s) of the incident(s) or event(s) giving rise to the grievance;
2. The date the grievance is submitted;
3. The individual to whom the grievance is being submitted;
4. The name of the Bargaining Unit member(s) filing the grievance. If the Union is submitting the grievance, the name of the Union representative(s) submitting the grievance on behalf of the Union. If the Fire District is submitting the grievance, the name of the Fire District representative(s) submitting the grievance on behalf of the Fire District;
5. A description of the incident(s) or event(s) giving rise to the grievance, how, when and where it (they) arose, the parties involved, and its (their) present status;
6. All documents, electronic data, or other information supporting the grievance which is known at the time of the grievance;
7. The express provision(s) of this Agreement alleged to have been violated or incorrectly interpreted;
8. The specific relief or remedy sought;
9. If the grievance is submitted by one or more Bargaining Unit members, a statement of the Union's position on the grievance; and,
10. If the grievance is by one of more Bargaining Unit members, the signature of each Bargaining Unit member and the Union President, or in the Union President's absence, the signature of another Union officer or representative. If the grievance is by the Union, the signature of the Union representative(s) submitting the grievance on behalf of the Union. If the grievance is by the Fire District, the signature of the Fire District representative(s) submitting the grievance on behalf of the Fire District.

A grievance that fails to comply with the requirements of subparagraphs (1) – (10) above shall be defective, and shall be deemed untimely, unless an amended grievance, correcting all defects, is submitted before the expiration of the 15 calendar day filing deadline established in this Step 1.

Step 2: GRIEVANCE RESOLUTION MEETING. Within fifteen (15) calendar days of receipt of a timely filed grievance that complies with all requirements of Step 1, a meeting shall be held to attempt to resolve the grievance. The Union and the Fire District (and the individual Bargaining Unit member(s), if applicable) may extend the fifteen (15) calendar day limit by mutual agreement in a document signed by all affected parties.



The Fire District and the Union may each designate up to three representatives to attend the meeting. If one or more Bargaining Unit members submitted the grievance, they also shall attend the meeting. During the meeting, the Fire District, the Union, and the Bargaining Unit member(s) (if applicable) shall in good faith attempt to resolve the grievance.

The Union and the Fire District (and the individual Bargaining Unit member(s), if applicable) may continue the meeting, or agree to hold subsequent meetings, in a document signed by all affected parties.

Step 3: WRITTEN DECISION. If the grievance was submitted by one or more Bargaining Unit members, the Fire Chief, or in his/her absence, the Deputy Fire Chief or other designee, shall issue a written decision on the grievance within fifteen (15) calendar days of the last meeting held pursuant to Step 2.

If the grievance was submitted by either the Union or the Fire District, and they have resolved the grievance, the Union and the Fire District shall, within fifteen (15) calendar days of the last meeting held pursuant to Step 2, jointly prepare and sign a written document that accurately sets forth the mutually agreed upon resolution of the grievance.

If the grievance was submitted by either the Union or the Fire District, and they have participated in the meeting required by Step 2, but they have not resolved the grievance, then either the Fire District or the Union, or both may issue a written document stating the parties are unable to resolve the grievance. The grievance shall be deemed terminated on the first date a party (or both parties) issues a written document stating the parties are unable to resolve the grievance.

SECTION 5 – EXHAUSTION OF ADMINISTRATIVE REMEDIES. The date on which a written decision or statement is issued in accordance with Step 3 of Section 4, above, shall constitute the date of final action on the grievance, and an exhaustion of administrative remedies, for all purposes.

SECTION 6 – NO RETALIATION. No reprisals or adverse action shall be taken against any participant in any grievance for filing a grievance, opposing or supporting a grievance, or participating in any manner in the grievance process.

ARTICLE XIV – DISCIPLINE AND TERMINATION

SECTION 1 – Violation of the Member Handbook, Standard Operating Guidelines or any other Fire District rule (as defined in the Member Handbook), may constitute an offense punishable by disciplinary action as set forth in this Article. Corrective actions, as defined in the Member Handbook, are not discipline and are not covered by this Agreement. Similarly, termination due to job elimination or for reasons other than discipline, as defined in the Member Handbook, are not discipline and are not covered by this Agreement.

SECTION 2 – A Bargaining Unit member who has been presented with a Notice of Recommended Discipline or Notice of Intended Discipline pursuant to this Article shall, at his/her request, have the right to Union representation at any meeting or hearing with a supervisor or the Fire Chief. The Union has no right to attend the meeting or hearing unless the Bargaining Unit member requests, in a timely fashion, that a Union representative be present. The Union has no right to access any Bargaining Unit member's personnel file by reason of this Agreement.

SECTION 3 – The Fire District may impose disciplinary action, up to and including immediate termination, for "just cause". Just cause includes, but is not limited to:

1. Violation of any applicable statute, rule, regulation, policy or procedure of any governmental agency, including the Fire District, where such violation, or the effects



thereof, adversely affects: (a) the public's confidence in the Fire District's management or operation; (b) the Fire District's management or operation; or, (c) the ability of the Bargaining Unit member or any other Fire District employee or volunteer to perform his/her duties.

2. Direct or indirect insubordination, disrespect for or disobedience to a request, direction or order of a supervisor.
3. Unauthorized release of information regarding the Fire District, its members, guests, or persons to whom it has rendered a service.
4. Unauthorized use or removal of property belonging to the Fire District, other members, guests or persons served by the Fire District.
5. Violation of the Fire District's conflicts of interest and personal gain policies.
6. Carelessness, negligence, or misuse of Fire District property, whether or not resulting in injury to members, apparatus, or other property.
7. Falsification of, or material omission from, an employment application or any other Fire District record.
8. Violation of the Fire District's illegal drug and alcohol policy.
9. Unexcused absence or tardiness, or excessive absence or tardiness adversely affecting the Fire District's operations or the Bargaining Unit member's work performance.
10. Leaving Fire District premises, job site or incident scene without a legitimate reason, permission of the superior officer or supervisor, or proper relief during absence. For example, if a Bargaining Unit member becomes ill while on duty, he/she must notify his/her supervisor prior to leaving.
11. Disorderly conduct, including, but not limited to, gambling, verbal abuse, fighting, use of threats, intimidation, coercion, engaging in any activity that interferes with the job performance of the Bargaining Unit member or any other member, and/or repeated use of abusive, obscene, indecent or profane language.
12. Lack of courtesy to Fire District guests or customers, or other members.
13. Engaging in criminal activity.
14. Major violations of Colorado driving laws, or loss or suspension of driver's license.
15. Permitting the Bargaining Unit member's badge or insignia to be used or worn by any other person or to otherwise grant permission without the express approval of the Fire Chief.
16. Using badges or credentials for preferential treatment or personal gain.
17. Violation of the Fire District's anti-discrimination/anti-harassment policy.

SECTION 4 – Section 3 of this Article is not a comprehensive or exclusive list of the reasons that can constitute just cause for a Bargaining Unit member to be disciplined, up to and including termination.

SECTION 5 – A Bargaining Unit member shall report the misconduct listed in Section 3 of this Article. The Bargaining Unit member shall report the misconduct to his/her immediate supervisor, except for the misconduct stating in paragraph 17, which shall be reported in accordance with the anti-discrimination/anti-harassment reporting procedures set forth in the Member Handbook.

SECTION 6 – The Bargaining Unit member's supervisor shall recommend the discipline to be imposed by the Fire Chief based on the specific facts and circumstances of the case and considering the Bargaining Unit member's prior work performance. In addition to any of the disciplinary actions set forth below, the recommendation may include a performance improvement plan. If, based on all of the facts and circumstance of the case, and the Bargaining Unit member's prior work performance, the supervisor



believes discipline is warranted, the supervisor, may, without recommending any form of progressive or step-discipline, recommend the following forms of discipline:

1. Probation;
2. Revoking one or more privileges, such as participating in shift trades;
3. Leave reduction;
4. Suspension;
5. Suspension without pay;
6. Fine;
7. Demotion; or
8. Termination

SECTION 7 – Notice to the Bargaining Unit member of a violation of Section 3 of this Article for which disciplinary action is recommended shall be provided to the Bargaining Unit member through a formal written Notice of Recommended Discipline. The Notice of Recommended Discipline, and any amended Notice of Recommended Discipline, must be accompanied by a brief, reasonably specific, written statement of the wrongful conduct of the Bargaining Unit member. The Notice of Recommended Discipline shall contain sufficient detail for the Bargaining Unit member to reasonably ascertain the alleged act(s) or omission(s) upon which the Notice of Recommended Discipline is based, and the provisions of Section 3 the Bargaining Unit member is alleged to have violated. To the extent practicable, the Notice of Recommended Discipline should include the time, date, and place the alleged acts took place, and, when appropriate, the names of witnesses. The Bargaining Unit member may be presented with the Notice of Recommended Discipline in person, or by mailing the Notice of Recommended Discipline to the last known residential address of the Bargaining Unit member, which residential address is to be kept current by the Bargaining Unit member. If an amended Notice of Recommended Discipline is issued that includes different allegations of misconduct than included in the original Notice of Recommended Discipline, the process set forth in Sections 7 through 12 shall begin again for those different allegations.

SECTION 8 — The Notice of Recommended Discipline shall state a date and time at which the Bargaining Unit member shall meet with the supervisor, which meeting shall occur no sooner than 5 days and no later than 7 days (excluding weekends and holidays) of the Bargaining Unit member's receipt of the Notice of Recommended Discipline, or as soon thereafter as practical for the supervisor. The Fire District shall have discretion when selecting a venue for the meeting between the supervisor and Bargaining Unit member, but will consider the exposure to other, uninvolved members, while also minimizing the impact on the operations of the Fire District.

SECTION 9 — The Bargaining Unit member shall have 5 days (excluding weekends and holidays) after receipt of the Notice of Recommended Discipline to submit a written response to the Notice of Recommended Discipline, provided that any such response shall be submitted at least 12 hours prior to the meeting with the supervisor.

SECTION 10 — After meeting with the Bargaining Unit member and considering any written response provided by the Bargaining Unit member, the supervisor shall withdraw the Notice of Recommended Discipline or submit written recommendations of discipline to the Fire Chief, along with all documentation and the written response, if any, submitted by the Bargaining Unit member.

SECTION 11 — The Fire Chief may in his/her discretion, meet with the Bargaining Unit member and/or the supervisor, or conduct such other investigation as he/she may deem appropriate. When discipline is being considered that may result in suspension without pay, demotion or termination, the



Fire Chief and/or the Bargaining Unit member may request that the Fire District hire an outside investigator to conduct an investigation. The Fire Chief shall issue a decision on the recommendations of the supervisor and/or the outside investigator within fifteen (15) calendar days of receiving the recommendations, or as soon thereafter as practical.

SECTION 12 — The Fire Chief may, at any time, commence disciplinary action against a Bargaining Unit member. The Fire Chief shall provide the Bargaining Unit member with a Notice of Intended Discipline that substantially meets the requirements set forth in Section 7, above. The Bargaining Unit member shall meet with the Fire Chief to discuss the Notice of Intended Discipline as provided in Section 8, above. The Bargaining Unit member shall provide a written response as provided in Section 9, above. The Fire Chief shall issue a decision within fifteen (15) calendar days of meeting with the Bargaining Unit member, or as soon thereafter as practicable.

SECTION 13 — Extenuating circumstances may be considered when determining the extent of any discipline; however, professed ignorance or misunderstanding of the Fire District rules, a written or oral order by a supervisor, or the terms and conditions of this Agreement, is not an extenuating circumstance. Previous conduct may be considered when determining the extent of any disciplinary action.

SECTION 14 — Although each Bargaining Unit member is entitled to due process with respect to any disciplinary action, disciplinary actions are not progressive. It is not necessary that any less severe discipline be imposed before imposing a more severe level of discipline.

SECTION 15 — Appeals, written or otherwise, of disciplinary actions and other communications concerning employment issues shall not be taken to the Board or to individual Board members. Violation of this rule will be grounds for termination; provided, however, that nothing in this Section 15 prohibits a Bargaining Unit member who is off duty and not in uniform from speaking with one or more Board members about a political matter involving the Fire District.

SECTION 16 – Documentation of counseling notices and discipline are included in a member's permanent personnel file.

A member who has not had duplication of any Supervisory Counseling notices after two (2) years, may request that any counseling notices that are more than two (2) years old not be considered in any promotional process or future discipline. It shall be in the District's discretion to grant this request. Any determination not to grant the member's request must include a written explanation of the decision to the submitting member.

A member who has not had duplication of any discipline, as described in Article XIV of this agreement, or other counseling notices within the past five (5) years may request that any discipline that is more than five (5) years old not be considered in the promotional process or future discipline. It shall be in the District's discretion to grant this request. Any determination not to grant the member's request must include a written explanation of the decision to the submitting member.



[SIGNATURE PAGE IMMEDIATELY FOLLOWS]



IN WITNESS WHEREOF, the Parties have executed this Agreement by and through their respective representatives duly authorized to do so this 11 day of December 2019

ARVADA FIRE PROTECTION DISTRICT,
a political subdivision of the state of Colorado

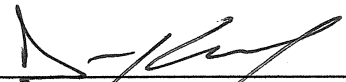


Robert Loveridge, Board President

ARVADA PROFESSIONAL
FIREFIGHTERS ASSOCIATION,
LOCAL 4056, IAFF

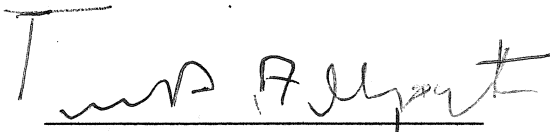


Ryan Weir, Local 4056 President



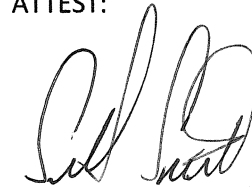
Dan Knoebel, Local 4056 Vice President

ATTEST:



Timothy D. Allport, Board Secretary

ATTEST:



Seth Smith, Local 4056 Secretary



Appendix A

Arvada Fire Firefighter 4 (FF4) Grade Base Wage Schedule

January 1, 2020	\$87,850.80
January 1, 2021	\$90,837.73

Probationary Firefighter Wage Schedule

0 – 12 Months (FF1)	70% of Firefighter 4 (FF4) Grade Salary
13 – 24 Months (FF2)	80% of Firefighter 4 (FF4) Grade Salary
25 – 36 Months (FF3)	90% of Firefighter 4 (FF4) Grade Salary

Probationary Firefighter/Paramedic Wage Schedule

0 – 12 Months (Para1)	77% of Firefighter 4 (FF4) Grade Salary
13 – 24 Months (Para2)	87% of Firefighter 4 (FF4) Grade Salary
25 – 36 Months (Para3)	97% of Firefighter 4 (FF4) Grade Salary

- For the duration of this Agreement, the rank of Firefighter/Paramedic (Para4) base pay will be 107% of Firefighter 4 (FF4) grade base pay.
- For the duration of this Agreement, the rank of Engineer base pay will be 111% of Firefighter 4 (FF4) grade base pay.
- For the duration of this Agreement, the rank of Lieutenant base pay will be 122% of Firefighter 4 (FF4) grade base pay.
- For the duration of this agreement, the rank of EMS Lieutenant base pay will be 122% of Firefighter 4 (FF4) grade base pay with Paramedic and CQI/QMI stipends.
- For the duration of this Agreement, the rank of Captain base pay will be 133% of Firefighter 4 (FF4) grade base pay.

