



2022

WORKING AGREEMENT

between

WEST METRO FIRE PROTECTION DISTRICT

and

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

WEST METRO FIRE FIGHTERS

LOCAL 1309

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GENERAL

This Agreement is entered into by and between the West Metro Fire Protection District (hereinafter referred to as the "Board" or "District") and Local 1309 of the International Association of Fire Fighters (hereinafter referred to as the "Union").

It is the purpose of this Agreement to supersede and replace any and all prior agreements between the Board and the Union, in order to achieve and maintain harmonious relations between the Board and the Union, to provide for equitable and peaceful adjustment of differences which may arise and to establish proper standards of wages, hours and other conditions of employment.

ARTICLE I RECOGNITION

The Board recognizes the Union as the exclusive representative of all full-time firefighter employees of the District, and all full-time mechanic employees of the District, except the fire chief and those officers above the rank of captain.

1.1 FREEDOM OF ASSOCIATION

Notwithstanding the aforementioned provision, each and every employee of the District shall have the right to join, or refrain from joining, any lawful organization for their benefit or economic improvement and for the advancement of the purposes of the Board.

1.2 REPRESENTATIVE AND NEGOTIATION GUIDELINES

Any labor or employee organization acting on behalf of a designated bargaining unit may file a petition with the Board for recognition as the exclusive bargaining agent. The petition must contain the signatures of more than 50% of the employees within the bargaining unit and allege either that said employees desire to be represented for the purpose of collective bargaining, or that the labor or employee organization presently certified as the exclusive bargaining agent is no longer the choice of the majority of the employees of the bargaining unit as their exclusive bargaining agent.

Where a petition has been filed pursuant to the above provision, the Board shall either agree to acknowledge the Union without further proceedings or shall conduct a secret ballot of all eligible employees (those within the bargaining unit) to determine if and by whom the employees wish to be represented. An affirmative vote of at least a majority of all employees eligible to vote shall be conclusive.

ARTICLE II TERMS

2.1 TERM AND RENEWAL

This Agreement shall be effective as of January 1, 2022, and shall remain in full force and effect through December 31, 2022. It shall automatically be renewed at the end of this Agreement from year-to-year thereafter, unless either party shall have notified the other in writing, no later than June 15 of the last year of this Agreement, or any subsequent year that it desires to modify the Agreement. The board of directors and the executive board of the Union shall meet and confer in a collaborative-type session in the fall of 2022, for the purpose of negotiating salaries, health benefits, pension benefits, and two additional items; each party to select one such item for negotiation.

All financial commitments that extend beyond the one year shall be subject to annual appropriation by the Board for the next budget year.

Negotiations shall commence on or after September 1, and any unresolved issues as of November 15, shall be submitted to mediation. The mediator shall be chosen in accordance with the selection provisions of Section 19.1 of this contract. The request for a panel of mediators from the Federal Mediation and Conciliation Service shall occur on or about November 15. If the mediation process has not resulted in an agreement as to the negotiated issues by December 15, the parties shall move to advisory arbitration with an arbitrator who is chosen in accordance with the selection provision contained in Section 19.1 of this contract, unless such date is extended by mutual agreement of the parties. The arbitrator shall select between the final offer of each party submitted to the opposing party on or before November 15, on each unresolved issue. The arbitrator shall notify the parties of his/her decision, which shall be advisory upon all parties involved. It is specifically understood and agreed that the parties shall continue to negotiate and may reach agreement on any and all unresolved issues through the mediation and arbitration process.

2.2 BUDGET INCREASE LIMITATIONS

Both parties recognize that the ability of the District to increase expenditures is subject to limitations imposed by the Division of Local Government, Article 10, Section 20 of the Colorado Constitution and the voters of the District. This Agreement shall be reopened prior to the necessity of laying off any District personnel when it is shown to the employee representatives, during and only during the budgeting process, that revenue sources are not sufficient to fund its obligations.

2.3 UNION NEGOTIATORS

In the event of negotiations or renegotiations of the provisions of the Agreement, reasonable numbers of negotiators selected by the Union (not to exceed three, and one alternate) shall be released from their regular duties, without loss of pay, for all meetings when such representative would normally be on duty.

**ARTICLE III
WORK SCHEDULES**

3.1 WORK HOURS

- 3.1.1 Those employees assigned to line duty shall work a 24-hour, three platoon system. For the purpose of this Agreement only, such employees shall be designated as line duty employees and/or shift employees. Those hours will be assigned by the fire chief and approved by the Union for a total of 56 hours a week. Subject to the provisions of Section 4.1, which defines the hourly rate for hours worked in excess of the FLSA period; i.e., in excess of 216 hours per 27-day period or in excess of 192 hours per 24-day period, overtime will be paid at time and one-half of the hourly rate.
- 3.1.2 Those employees assigned to other than line duty, shall work those hours as assigned by the fire chief for a total of 40 hours minimum per week. For purposes of this Agreement only, such employees shall be designated as daytime employees.
- 3.1.3 Overtime shall be paid at time and one-half of the hourly rates for daytime employees.
- 3.1.4 Because daytime uniformed employees are paid the same yearly and monthly salaries as shift workers under Section 4.1, daytime employees who work shift duties, pursuant to Section 3, shall be paid overtime shift worker hourly rates.
- 3.1.5 No employee shall be required to work over 72 hours of continuous duty. However, employees may work more than 72 hours, with the approval of the district chief. Employees who have worked 72 hours of continuous duty must be off duty for a minimum of 24 hours.
- 3.1.6 A minimum of (2) hours overtime will be paid to Mechanics for emergency call out for emergency vehicle repairs.

3.2 HOLIDAYS FOR DAYTIME EMPLOYEES

The following days shall be holidays for daytime employees: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, Christmas, and the employee's birthday. Any daytime employees working on these days will receive monetary pay at the rate of 1½ times their hourly base rate.

3.3 HOLIDAYS FOR SHIFT EMPLOYEES

The following days shall be holidays for shift employees: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, Christmas, and the employee's birthday. All District shift personnel who work these days will receive either compensatory time of 12 hours, or monetary pay at the rate of 1½ times their hourly base rate, at the discretion of the employee.

3.4 HOLIDAY DEFINITIONS

The definition of a holiday is the day that it is observed.

3.5 EMERGENCY RECALL

Off duty employees shall be subject to emergency recall at the discretion of the fire chief. All emergency recalled employees shall be compensated for emergency recall in accordance with Section 3.8 below. Payment for recall hours shall begin at the time the employee is required to report for duty.

3.6 AUTHORIZED HOLDOVER

Holdover time shall be compensated in the same manner as recall with any major fraction of one-quarter hour being credited as one-quarter hour. As with recall, compensation shall be in accordance with Section 3.8 below.

3.7 AUTHORIZED CALL BACK (FOR MINIMUM STAFFING)

All employees called back for duty shall be compensated in accordance with Section 3.8 below. Time shall be computed from the time the employee reports to the assigned station for duty and checks in with the station officer or district chief if the station officer is not in quarters.

3.8 USE OF COMPENSATORY TIME

- 3.8.1 Notwithstanding the foregoing requirement that employees be compensated at 1½ times the individual hourly rate for overtime work required and subject to the limitation herein, compensatory time off may be provided to employees in lieu of monetary compensation for time required of an employee beyond the regular shift for staff and other special meetings (by example, but not by way of limitation); i.e., for safety council meetings, for educational programs and conferences, and for other matters where an employee's time is required by the District.
- 3.8.2 Compensatory time shall not be provided in lieu of compensation for overtime hours on regular line duty for services rendered by members of special teams or divisions; i.e., hazardous materials team, or any other team or division established by the board of directors when such members are acting in their team or division capacity.
- 3.8.3 Reimbursement through compensatory time shall be at the rate of 1½ hours of compensatory time for each hour of overtime worked. The maximum compensatory time which may be accrued by any employee shall be 72 hours. An employee who has accrued the maximum number of compensatory hours shall be compensated in cash for any additional overtime hours of work.
- 3.8.4 Upon separation, if an employee has accumulated time, he/she shall be entitled to be paid for the remaining compensatory time at his/her regular hourly rate.
- 3.8.5 24 hours of compensatory time per shift will be available for members' use per District policies and procedures.

3.9 TRADING TIME

Voluntary trading of time between employees will be allowed so long as the employee involved in the trading of time complies with administrative procedures and directives of the fire chief or his/her designee. Trading of time will be done within the limits of the employee’s acting capacity, with approval of the district chief. In no event shall the District incur any expense for trading time.

**ARTICLE IV
COMPENSATION**

4.1 SALARIES

- 4.1.1 The District base salaries paid to shift workers, excluding longevity or special teams pay shall be regarded as payment for one hundred ninety two (192) hours per 24-day work period, calculated as follows: one hundred eighty two (182) hours at straight time and ten (10) hours at 1½ times the hourly rate. No overtime pay shall be paid to an employee who uses sick, emergency or bereavement leave within the 24-day work period pay cycle, unless the employee actually works in excess of 192 hours per 24-day work period under the District’s current shift system. For the purposes of determining the hourly rate per employee, the employee’s salary shall be divided by 2,912 for Uniform Line Personnel and 2080 for Uniform Day and Mechanic Personnel. Holiday compensation as provided by Sections 3.2, 3.3 and 3.4, shall not be deemed to be included in base salary and shall be deemed extra pay.
- 4.1.2 All longevity pay, paramedic pay and day pay shall be considered a part of base salary.
- 4.1.3 For the duration of this Agreement, the rank of engineer base pay will be 111% of firefighter first grade base pay.
- 4.1.4 For the duration of this Agreement, the rank of lieutenant base pay will be 122% of firefighter first grade base pay.
- 4.1.5 For the duration of this Agreement, the rank of captain base pay will be 133% of firefighter first grade base pay.

WEST METRO FIREFIGHTERS BASE WAGE SCHEDULE

Jan. 1, 2022 (3%)	\$93,967.37
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PROBATIONARY FIREFIGHTER WAGE SCHEDULE

0 – 5 Months	65% of Firefighter 1 st Grade Base Salary
6 – 14 Months	70% of Firefighter 1 st Grade Base Salary
15 – 24 Months	80% of Firefighter 1 st Grade Base Salary
25 – 30 Months	85% of Firefighter 1 st Grade Base Salary
31 – 36 Months	95% of Firefighter 1 st Grade Base Salary

WEST METRO MECHANICS BASE WAGE SCHEDULE

	Mechanic Technician	Emergency Vehicle Technician	Shop Foreman	Shop Manager
Jan. 1, 2022 (3%)	\$67,522.06	\$90,491.03	\$98,226.18	\$119,337.38

4.1.6 All employees hired prior to December 31, 2020, represented by this contract (2022), will receive a one-time hazard payout of \$3,750, including any member retiring between December 1, 2021 through January 31, 2022. These retired members will receive this payment in their retiree muster check. For those not retiring, the payout shall be paid on a separate pay period in February 2022.

4.2 LONGEVITY PAY

An additional two percent (2%) of the hourly rate will be added to the base pay of each employee starting at the beginning of their fifth (5th), tenth (10th), fifteenth (15th), twentieth (20th), twenty-fourth (24th), and twenty-ninth (29th) years. Longevity pay shall be regarded as part of an employee’s wages for purposes of calculating hourly base wages.

4.3 ACTING POSITIONS

Acting pay will be added to the base pay of any employee who is temporarily assigned to work in an acting position higher than his/her present rank as determined by the District’s Board-adopted organization chart and staffing reports. The rate of payment shall be 100% of the difference between the hourly rate of payment for the position in which he or she is acting and the hourly rate of the employee’s current rank. Such acting employee shall be paid for each hour, or portion thereof, as the employee actually works in the acting position.

All employees filling that position will be compensated retroactive to the first hour, if more than one employee fills that vacancy. Management reserves the right to utilize “rovers” to be assigned on a temporary basis to any vacant position caused by illness, leave, vacation or any other reason.

**ARTICLE V
VACATION**

5.1 VACATION

Years of Service	Shift Employees	Day Employees
1 - 3	48 Hours	43 Hours
4 - 6	144 Hours	128 Hours
7 - 9	240 Hours	168 Hours
10 - 21	288 Hours	232 Hours
22 and over	336 Hours	258 Hours

Any shift employee that transfers to day shift assignment shall be required to utilize accrued vacation according to the day shift accrued schedule. The following conversion factors will be used when an employee transfers to day shift assignment or back to duty on the line. If the employee's employment relationship is terminated while working the day shift, the accrued vacation which has been converted pursuant to this section and which has not been utilized shall be paid at the employee's shift rate.

Years of Service	Shift to Day	Day to Shift	Line Hours	Day Hours
1 - 3	89.58%	111.63%	48	43
4 - 6	88.89%	112.50%	144	128
7 - 9	70.00%	142.86%	240	168
10 - 21	80.56%	124.14%	288	232
22 and over	76.79%	130.23%	336	258

5.2 Employees with 14 Vacation Days

All employees receiving the 9th through 14th vacation days shall have the option to either pick those days at the end of the block picking period by seniority, or have those days available to use during the year when vacation slots are available to use. If the 9th through 14th vacation days are not used, then those days shall be paid out at the employee's hourly rate in which the vacation days were to be used. Payment shall be made on January 31 of the following year.

5.3 Employees with 10 to 12 Vacation Days

All employees receiving the 9th through 12th vacation days shall have the option to either pick those days following the District vacation policy, or have those days available to use during the year when vacation slots are available to use. If the 9th through 12th vacation days are not used, then those days shall be paid out at the employee's hourly rate in which the vacation days were to be used. Payment shall be made on January 31 of the following year.

5.4 Employees with Six Vacation Days

All employees receiving the 5th and 6th vacation days shall have the option to either pick those days following the District vacation policy, or have those days available to use during the year when vacation slots are available to use. If the 5th and 6th vacation days are not used, then those days shall be paid out at the employee's hourly rate in which the vacation days were to be used. Payment shall be made on January 31 of the following year.

5.5 Employees with Two Vacation Days

All employees receiving two vacation days shall pick those days following the District vacation policy.

5.6 Use of Vacation

5.6.1 Vacation time will be used in the year following the year of service giving rise to its accrual, including any change in vacation accrual rate. All vacations shall be picked solely on the basis of seniority based on the date of hire with the District. Vacation days may be used for time off with the district chief's approval, or his/her designee.

5.6.2 Vacation time accumulated to the effective date of this Agreement will continue to be recognized. When an employee is off work due to an on-the-job injury or illness, he/she shall not be charged with any vacation leave, and if it cannot be used within that year it shall be carried over to the following year, and/or be paid.

5.6.3 A period during which an employee is on leave of absence or suspension shall not be counted in the calculation of years of service for determination of vacation leave.

5.6.4 There will be nine (9) vacation slots every shift. Vacation slots will be picked by using approved District administrative procedures in October of the preceding year. Members may move any of their vacation picks to any of the nine open slots during the year of use.

ARTICLE VI SICK LEAVE

6.1 SICK LEAVE TIME

6.1.1 All employees shall be granted 144 hours of sick leave per calendar year. Sick leave usage will be charged on an hour-for-hour basis.

6.1.2 Employees who have a full bank (864 hours) in their respective sick leave accounts shall have the option at the end of each calendar year of either being paid at 100% for such unused sick leave at the employee's then current hourly rate, or depositing such payout into their respective 457 retirement account.

- 6.1.3 Employees who do not have a minimum of 864 hours in their respective sick leave accounts shall not have the option of payment and must deposit such unused sick leave into their respective sick leave accounts until the 864-hour minimum is achieved.
- 6.1.4 Salary continuation program. In the event of catastrophic illness or injury to an employee regardless of whether such illness or injury is incurred on or off duty, and regardless of date of hire, the District will continue to pay 100% of such employee's regular salary while the employee is not working and during the time after Workers' Compensation benefits have ceased (for on duty injury) and after the employee has exhausted all accrued sick leave, vacation leave, and compensatory time, if any, until disability payments commence under the applicable FPPA disability policies, or for a period of one year from the commencement of the employee's initial absence on sick or injury leave, whichever occurs first. Only one catastrophic leave may be taken for any one catastrophic illness or injury. The board of directors shall have sole discretion, in cases of recurring illness or injury, which takes place within any given year, to allow another catastrophic leave after the initial catastrophic leave has been used for the same illness or injury.
- 6.1.5 The District shall pay directly into an employee's RHS or 457 retirement plan 864 hours of sick leave from such employee's sick leave bank at the employee's then current hourly rate, provided that: (1) the employee has 864 hours in the employee's sick leave account; (2) the employee has served at least 20 years with the District; and, (3) the separation from employment with the District is not due to a dismissal for cause or a resignation in lieu of such dismissal for cause. The hours accrued and unused during the last year of employment that are in excess of 864 hours may be paid to the employee pursuant to paragraph 6.1.2, above.

The District shall pay directly into an employee's RHS plan or 457 retirement, half of the accrued hours less than 864 hours of the employee's sick leave bank at the employee's then current hourly rate, provided that: (1) the employee has served at least five years with the District; and, (2) the separation from employment with the District is not due to a dismissal for cause or resignation in lieu of such dismissal for cause.

- 6.16 For purposes of this section, the term catastrophic illness or injury shall mean any illness, sickness, disease, injury, or any other medical condition such as genetic and mental disorders, including both temporary and permanent total disabilities of any kind, which precludes that individual from performing his or her duties at a standard of performance which is acceptable to the District and for a significant period of time which shall extend beyond that individual's maximum accumulated sick leave, vacation, or compensatory time.

6.2 LIGHT DUTY REQUIREMENT

- 6.2.1 If any employee is excused from duty on paid sick leave or injury leave for a period exceeding 30 calendar days, such employee shall, at the written request of the District, submit to a physical examination by the District's physician and one non-partisan

physician, all at the District's expense. If the employee wants to submit a report from his/her attending physician he/she may do so at his/her expense.

- 6.2.2 If it is determined, as a result of said examination, that the employee would be capable of returning to work on light duty without risk to his/her health or aggravation of his/her condition, the employee shall return to work and be assigned to light duty until the earlier of: (1) the date upon which the employee is able to return to his/her regular duty; or, (2) one year from commencement of the employee's initial absence on sick or injury leave.
- 6.2.3 Prior to the end of the one-year period, the employee must make application to the Pension Board for a normal or early retirement or disability pension or request reinstatement to active regular duty.
- 6.2.4 While on any type of sick or injury leave, the employee will continue to receive his/her full pay, from the first day of such injury or sick leave until the year is completed.
- 6.2.5 When an employee returns to work on light duty, as described above, it shall be with full pay and benefits.
- 6.2.6 After ten weeks (400 hours) on light duty from an off-duty injury, the employee will forfeit 16 hours of sick leave from their sick leave bank for every week of light duty worked thereafter. The week of returning to full duty, normal retirement, or disability, will be pro-rated on a 40-hour work week.

ARTICLE VII MILITARY LEAVE

7.1 MILITARY LEAVE WITH PAY

If an employee is required by proper authority to continue in such military service beyond the time for which leave with pay is allowed, he/she is entitled to a leave of absence from employment with the District, without pay for all such additional service, with right of reinstatement thereafter as prescribed by state and federal law.

ARTICLE VIII MENTAL WELLNESS

8.1 SELF-CARE DAYS

The District recognizes the importance of our firefighters' mental health. Self-care days shall be two days (24-hour shifts) off used for the purpose of mental wellness. These days shall only be used per District policies and procedures. These days shall not roll over or accumulate for future years. They shall only be used within the calendar year.

**ARTICLE IX
CLOTHING**

9.1 UNIFORM ALLOWANCE

The District shall provide initial clothing per the uniform regulations and protective clothing as required by law. Thereafter the District will provide uniforms on a wear and replace basis in accordance with procedures to be established by the District. The Board will set forth in policy all items of uniform required by uniformed employees. All used uniforms to be replaced will be returned to the District in exchange for new. The District maintains its right to inspect uniforms and to require upkeep and replacement as deemed necessary.

The fire chief may authorize the replacement of an employee's uniform damaged in the line of duty.

**ARTICLE X
INSURANCE**

10.1 HEALTH CARE BENEFIT

10.1.1 The District recognizes the strategic planning team that will be comprised of three (3) District employees appointed by the fire chief, and three (3) Union representatives appointed by the union president. One (1) appointed position for the District and one (1) appointed position for the Union will co-chair the strategic planning team. The strategic planning team will review annually all health, vision and dental insurance and present recommendations for negotiations. The District agrees to pay 80% of the total cost of the provided health care plan and the employees agree to pay 20% of the total cost of the provided health care plan.

10.1.2 Any amounts paid by the District for health benefits under this section shall not be regarded as part of an employee's wages for purposes of calculating hourly base rate.

10.1.3 Any applicable new federal legislation, which becomes effective during the term of this contract, may require renegotiation of this section.

10.2 LIFE INSURANCE

10.2.1 The District shall pay the cost of term life insurance for each individual. Coverage shall be the same as the individual's annual base pay plus longevity as set forth in this agreement capped at \$100,000. Payments made by the District for life insurance in accordance with this policy shall not be regarded as part of an individual's wages for purposes of computing retirement benefits and income.

**ARTICLE XI
RETIREMENT**

11.1 PENSION FUND (NEW HIRES)

Pension benefits for any uniformed firefighter or mechanic hired on or after April 8, 1978 (New Hires), will be governed by C.R.S. §31-3-1702 and the District's New Hires Pension Fund. Funding for New Hires will continue as outlined in C.R.S. §31-31-402.

11.2 DEATH AND DISABILITY CONTRIBUTION

11.2.1 During the term of this Agreement, the District shall pay, on behalf of all firefighters hired after January 1, 1997, the state mandated contribution for death and disability coverage pursuant to C.R.S. §31-31-811(4).

11.2.2 The District will provide long term disability insurance coverage for all members who are no longer covered under the FPPA death and disability plan.

11.2.3 The District will pay long term disability coverage for all District mechanics.

11.3 RETIREMENT HEALTH SAVINGS

11.3.1 The District will contribute \$350 per month to each employee's retirement health savings (RHS) plan in 2019, \$425 per month to each employee's RHS plan in 2020, and \$500 per month to each employee's RHS plan in 2021.

**ARTICLE XII
RULES AND REGULATIONS**

12.1 APPLICABILITY OF RULES AND REGULATIONS

The rules, regulations and operational guidelines of the District, as the same are amended from time-to-time, shall be binding upon the parties to this Agreement. Rules, regulations and operational guidelines shall not be inconsistent with terms of this Agreement. Any alleged violations of the provisions of this Agreement or any rules and regulations shall be subject to and governed by the grievance procedure contained in this Agreement, except that nothing in this Article shall be read as interfering with the statutory jurisdiction of the Civil Service Committee having jurisdiction pursuant to C.R.S. §32-1-1002(2). All employees shall be fully informed of the rules, regulations and operational guidelines, hereafter enacted and directives thereafter issued. No changes in the grievance procedure shall be valid unless agreed to in writing by the Board and the Union. Nothing in this Agreement shall be interpreted as restricting the powers and authority of the board of directors under state law to amend the rules and regulations of the District. Amendments to the District's rules, regulations and operational guidelines may be made in consultation with the Union, but may be made without Union endorsement or ratification.

**ARTICLE XIII
MANAGEMENT OF DISTRICT**

13.1 RESERVATION OF MANAGEMENT RIGHTS

In managing the business of the District, the Board and its representatives have the right to hire, assign, suspend, transfer, promote, discharge or discipline for just cause; the right to maintain the discipline and efficiency of its employees; the right to relieve employees from duty because of lack of work or other legitimate reasons; the right to determine a change in methods or procedures in the use of new equipment or facilities; the right to establish schedules and methods; the right to extend, limit, or curtail the operation of the District; and, all other powers and rights authorized either directly or indirectly, by state law and consistent with Civil Service regulations.

The above statement of management functions shall not be deemed to exclude other functions not herein listed, provided that the exercise of the above prerogatives of management shall not be in derogation of the expressed terms and conditions of the Agreement.

**ARTICLE XIV
STRIKES AND LOCKOUTS**

14.1 NO STRIKE

The 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 protection services to the citizens of the District in the most efficient, effective, and courteous manner is of paramount importance to the District and the Union. Such achievement is recognized to be a mutual obligation of both parties within their respective roles and responsibilities. During the term of this Agreement, the Union will not cause, or permit its members to cause, nor will any member of the representative unit take part in any strike, sit down, slow down, stay in, curtailment of operations, or any picketing. Any violation of the foregoing provision shall be grounds for immediate discharge.

**ARTICLE XV
UNION BUSINESS**

15.1 DUES CHECK OFF

The District agrees to deduct each pay period, dues and assessments in an amount certified to be current by the secretary/treasurer of the Union from the pay of all employees who are covered by this Agreement and who have agreed to these deductions. The total amount of deductions shall be remitted each month by the District to the secretary/treasurer of the

Union. This authorization shall remain in full force and effect during the term of this Agreement.

15.2 INDEMNIFICATION

The Union agrees to indemnify and hold harmless the District for any loss or damage arising from the operation of this Article, unless such loss or damage is caused or contributed by the action of the District; provided that the District shall forward copies of any written claim or any documents filed to initiate or proceed upon any civil action questioning the propriety of any provision in this Article to the Union and provided further, the District shall permit and allow the Union and its attorney(s) to fully control and fully participate in the defense of any such action.

15.3 UNION LEAVE

The District agrees to grant necessary and reasonable administrative leave to Union officials (president, secretary/treasurer, vice presidents and/or delegates) to attend labor conventions or serve in any capacity on other official Union business, provided 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 in order that there shall be no disruption of the District's operations due to lack of available employees, subject to the fire chief or his/her designee's approval. The District agrees to grant necessary and reasonable administrative leave to the Strategic Planning Team subject to the above guidelines.

**ARTICLE XVI
GENERAL MATTERS**

16.1 AMENDMENTS

No change, recession, alteration, modification, or amendment of this Agreement, in whole or in part, shall be valid unless the same is ratified in writing by both the District and the Union.

16.2 CONSTRUCTION

Through this Agreement the singular shall include the plural, and the plural shall include the singular, and the masculine and neuter shall include the feminine, wherever the context so requires.

16.3 SEVERABILITY

If any provision of this Agreement is illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining provisions. On the contrary, such remaining provisions shall be fully severable and this Agreement shall be construed and enforced as if such illegal or invalid provision never had been inserted in this Agreement.

16.4 EMPLOYEE'S RESIDENCE

Employees may reside in or outside the District service area at their discretion.

16.5 SCHOOLING OR SPECIAL EDUCATION

16.5.1 The District shall continue to pay all tuition, books, fees and expenses incurred for schooling or special education, which is a job requirement, except for prerequisite education.

16.5.2 The District shall pay tuition, books, fees, and pre-approved related expenses for post-secondary, accredited education, which is work-related, but not job required. All education must be pre-approved by the District and meet the intent of applicable Administrative Procedures. Any amount paid by the District for education, in accordance with this section shall not be regarded as part of an employee's wages for purposes of calculating hourly base rate.

16.5.3 The District retains the discretion to pay or not to pay for work-related but not job required education.

16.5.4 Any amounts paid by the District for schooling or special education, in accordance with this section, shall not be regarded as part of an employee's wages for purposes of calculating hourly base rate.

16.6 SEPARATED EMPLOYEES

16.6.1 Vacation time accrued and unused from the previous year will be paid at the prior salary rate.

16.6.2 Vacation time accrued for the next year will be paid at the rate of 1/12th per month of their annual vacation at the current salary rate.

16.6.3 Muster out pay will be paid one pay period following the last paycheck for regularly worked hours.

16.7 TERMINATED EMPLOYEES

Terminated employees will be compensated for all accrued and unused vacation time accumulated at the time of such termination at the salary rate in effect during the period in which the vacation time was accrued. Vacation time shall be accrued at the rate of 1/12th of their annual vacation on the 15th of each month.

16.8 BENEFICIARY OF ESTATE

16.8.1 In case of the death of a firefighter (on or off duty), the beneficiary will be compensated for all the accrued and unused vacation time accumulated at the salary rate at the time of death. Vacation time shall be accrued at the rate of 1/12th of their annual vacation on the 15th of each month.

16.8.2 In the event a firefighter is killed in the line of duty or dies from injuries sustained in the line of duty, the District shall pay the cost of reasonable funeral expenses up to a maximum of \$10,000, which amount shall be offset by any other payments for funeral expenses made by insurance or by any other agency or organization or person(s) (other than relatives of the firefighter). This payment shall be made to the firefighter's estate.

16.9 BEREAVEMENT LEAVE

Shift workers will be granted two full shifts (48 hours) of bereavement leave with pay, and day workers will be granted 50 hours of bereavement leave with pay, which leave will not be deducted from vacation time or accumulated sick leave, in the event of a death in the immediate family of the employee or the employee's spouse. Immediate family is defined to include spouse, member's and or spouse's children, father, mother, brother, sister, grandchild, grandparents or great grandparents, and other members of the family at the fire chief's discretion or his/her designee. Such leave up to a maximum of one shift may also be granted at the discretion of the district chief in the event of a death in the immediate family (as described above), if the district chief is not able to contact the fire chief or his/her designee.

16.10 EMERGENCY LEAVE

Emergency leave may be granted by the district chief or designee to a member for an emergency to a member's immediate family member defined to include spouse, member's and or spouse's children, father, mother, brother, sister, grandchild, grandparents, or great grandparents. Emergency leave applies to emergencies requiring immediate medical attention. The leave may be granted for up to an entire shift or for the remainder of the shift (and for the workday or remainder of the work day for day worker) on which the emergency is incurred. Any such emergency leave granted shall not be carried over to another shift or to another workday. If further time is required, the member shall be responsible for using their compensatory time or obtaining the proper trade time.

16.11 STAFFING

The District and the Union recognize the goal of the District is to meet the intent of NFPA 1710 for reasons of safety and a high level of service. Accordingly, it is mutually agreed that all single resource fire houses will have a minimum staffing of four personnel. All engines in dual company fire houses will have a minimum staffing of three personnel. Every tower and heavy rescue (when in service) will have a minimum staffing of four personnel.

In the event that budget and other factors, such as changes in technology, dictate a different level of staffing, the District and the Union will confer prior to changing the staffing levels stated in this Article. Notwithstanding the provisions of Articles XVIII and XIX, the decisions of the District regarding staffing levels, after conferring with the Union, shall be subject to non-binding arbitration under the provisions of Article II.

**ARTICLE XVII
SPECIALIZED DIVISIONS**

17.1 TECHNICIAN PAY

For serving in any of the following special divisions within the District, a member shall be paid technician pay for each of the following divisions. Except for paramedics and uniformed daytime employees, technician pay shall not be considered in the calculation of the base hourly rate or any other benefit of each member receiving the same.

- 17.1.1 Hazardous Materials: Two hundred twenty-five dollars (\$225) per month in addition to salary, limited to 11 personnel per shift, when assigned to the hazardous materials stations on a regular basis. The member must be certified as outlined in NFPA Standard 472 (Professional Competence of Responders to Hazardous Materials Incidents) Chapter 4, Competencies for the Hazardous Materials Technician.
- 17.1.2 Fire Investigator: Two hundred twenty-five dollars (\$225) per month in addition to regular salary when assigned to Fire Investigations.
- 17.1.3 Daytime Employee: Two hundred twenty-five dollars (\$225) per month in addition to regular salary when assigned as a daytime employee.
- 17.1.4 Paramedic Technician: Two hundred twenty-five dollars (\$225) per month in addition to regular salary when assigned as a paramedic technician.
- 17.1.5 Medic Unit Assignment: \$1.50 per hour in addition to regular salary when assigned to a medic unit.
- 17.1.6 All developing firefighters and firefighter first grade certified paramedics shall receive five hundred dollars (\$500) per month as additional pay above firefighter first grade salary. All ranks above firefighter first grade that are certified as EMT-paramedics shall receive one hundred dollars (\$100) per month in addition to regular salary.
- 17.1.7 Captains may elect to recertify to AEMT at the District's expense. Lieutenants may elect to recertify to AEMT at the District's expense, only after completion of their divisional assignment. Engineers and Firefighter first grade paramedics may recertify as AEMT at the District's expense upon authorization from the fire chief.
- 17.1.8 Mechanics shall receive twenty-five dollars (\$25) per emergency vehicle technician (EVT) certification per month for District approved certifications.

**ARTICLE XVIII
GRIEVANCE PROCEDURES**

18.1 DEFINITION

A grievance shall mean a complaint by an employee, employees, the Union, or the District that there has been a violation, a misinterpretation, or inequitable application of any of the provisions of the Agreement between the District and the Union. The term grievance shall not apply to: (1) any discipline or charges against a member for violation of rules and regulations of the District; (2) allegations or violations of the rules of the Civil Service Committee; or, (3) any matter as to which the Board is without authority to act.

An aggrieved person is an employee or employees asserting a grievance. The Union may assert a grievance, which, in its judgment, affects a group of employees.

18.2 PURPOSE

Nothing herein contained will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the supervisory staff and having the grievance adjusted, provided the adjustment is consistent with the terms of the Agreement and provided the employee follows the chain of command. The Union shall have the opportunity to be present and to state its views at any level in the grievance procedure beyond Step 1.

18.3 PROCEDURE

No grievance shall be recognized unless it shall have been presented at the appropriate level within fourteen (14) calendar days after the aggrieved person knew, or should have known, the act or condition on which the grievance was based. The time limits specified in these procedures may be extended by mutual agreement of the involved parties.

18.3.1 Step 1. The aggrieved employee shall notify a Union representative as to the particulars of the complaint (informal). If the matter is not resolved at Step 1 the employee or his/her representative may proceed to Step 2. However, failure to proceed to Step 2 shall constitute affirmation by the employee to the fact that the matter was settled at Step 1.

18.3.2 Step 2. The employee or the Union representative, with the employee's permission, shall take up the grievance with the employee's immediate supervisor no later than fourteen (14) calendar days after he/she knew, or should have known, of the cause of such grievance, by filing a written grievance form and citing the particular section number of this Agreement believed to be at issue. In the event of a grievance, the employee shall perform his/her assigned task and aggrieve his/her complaint later. The supervisor shall attempt to adjust the matter and shall respond to the employee or the Union representative no later than ten (10) calendar days thereafter. If the matter is not resolved at Step 2, the employee or his/her representative may proceed to Step 3.

However, failure to proceed to Step 3 shall constitute affirmation by the employee to the fact that the matter was settled at Step 2.

18.3.3 Step 3. Within fourteen (14) calendar days after receiving a final answer from the employee's immediate supervisor, the grievance shall be presented in writing (citing the particular section number of this Agreement believed to be at issue) to the designated representative of the fire chief for the receipt of such grievance, who shall arrange for such meetings and make such investigations as are necessary and if possible, shall give his/her answer, in writing, within seven (7) calendar days of receipt of the grievance.

If such meetings and investigations require more than four (4) calendar days, the time for response by the representative of the fire chief shall be extended to the number of days required to complete such meetings and investigations, but in no case shall such extension exceed an additional seven (7) days. If this answer does not resolve the grievance, it may proceed to the next step. However, failure on the employee's or his/her representative's part to proceed to Step 4 within seven (7) calendar days after the completion of Step 3 shall constitute affirmation by the employee to the fact that the matter was settled at Step 3.

18.3.4 Step 4. Within seven (7) calendar days of the transmittal of the written answer by the representative of the fire chief the grievance shall be transmitted, in writing, to the board of directors for review. Not less than twenty (20), nor more than thirty (30) calendar days following receipt of said written grievance, the board of directors shall schedule a hearing and give notice of the date, time and place thereof to the employee, his/her representative and the District's authorized representative. Such hearings shall be conducted in accordance with the District's rules and regulations and each party shall be given the opportunity to present the facts and their respective positions concerning the grievance. The board of directors shall render, within the ten (10) days following this hearing, a final decision on the issue. If the matter is not resolved at Step 4, the employee or his/her representative may proceed to Step 5. However, failure to proceed within seven (7) days after the completion of Step 4 shall constitute affirmation by the employee to the fact that the matter was settled at Step 4.

18.3.5 Step 5. Within seven (7) calendar days after the decision of the board of directors, the employee or his/her representative may request, in writing to a representative of the District, an arbitration of the grievance. The procedures for arbitration are set forth in Article XIX.

18.4 MISCELLANEOUS GRIEVANCE PROVISIONS/PROCEDURES

18.4.1 Failure to proceed with the grievance process by the grievant within the time limits established in the preceding steps presumes that the grievant has been properly satisfied. Failure on the part of the District's representative to answer the grievance in the time limits established in the preceding steps presumes that the claim made in the grievance is sustained and that the satisfaction requested shall be provided. The time limits in the proceedings stated above shall be borne equally by the Board and the

Union. Each party shall be responsible for compensating its own representatives and witnesses.

- 18.4.2 Employees shall suffer no loss of pay for reasonable time necessarily lost from their regularly scheduled working hours while investigating and processing grievances as provided for in the grievance procedures. It is expressly understood that in no event shall an employee representative leave his work for grievance purposes without first notifying and obtaining approval of his/her immediate supervisor.
- 18.4.3 If, in the judgment of the Union, a grievance affects a group of employees, the Union may submit such grievance in writing directly to the office of the fire chief and the processing of such grievance may be commenced at Step 3.
- 18.4.4 The District agrees to make available to the aggrieved person and his/her representative, all pertinent information in its possession or control and which is relevant to the issues raised by the grievance.
- 18.4.5 Any party may request an official stenographic record of testimony of formal hearings at the requesting party's expense.
- 18.4.6 Only one incident or violation shall be covered in any one grievance. A written grievance shall contain the names and positions of the grievant, a clear and concise statement of the grievance, the issue involved, the date the incident or violation took place, and the relief sought. Any grievance or dispute, which may arise between the parties, shall be settled in the manner prescribed in this Article.

ARTICLE XIX ARBITRATION PROCEDURES FOLLOWING GRIEVANCES

19.1 PROCEDURES

In the event the parties are unable to agree upon an arbitrator within ten (10) working days from the date the Union demanded arbitration, they shall request a panel of seven (7) from the Federal Mediation and Conciliation service and select from the panel one person to serve as arbitrator by alternatively striking names from the list until one remains. The remaining name shall be the name of the arbitrator. The arbitrator will have authority to hold hearings and make procedural rules therefore. He/she will issue a report within a reasonable time after the date of the hearing or, if all hearings have been waived, then from the date of the final statements and evidence are submitted to him/her. The arbitration shall be held and completed within ninety (90) days from the selection of the arbitrator. The arbitrator's report shall be given within thirty (30) days after the final hearing date, unless otherwise mutually agreed to by the parties to this Agreement. The arbitrator's report shall be submitted in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator's decision shall be final and binding on the parties.

The cost for the service of the arbitrator, including per diem expenses, plus actual and necessary travel and subsisted expenses, if any, shall be borne by both parties equally.

IN WITNESS WHEREOF, the parties hereto have set their hands this ____ day of _____ 20 ____.

**International Association of Fire Fighters
Local 1309**

Michael Mulcahy, President

Kevin Reichenbach, Secretary/Treasurer

Reed Norwood, Vice President

West Metro Fire Protection District

Cassie Tanner, President

ATTEST:

Mike Williams, Secretary