

COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE POUFRE FIRE AUTHORITY
AND
POUDRE FIRE AUTHORITY FIRE FIGHTERS
I.A.F.F. LOCAL 1945
Effective January 1, 2021 through December 31, 2021

TABLE OF CONTENTS

ARTICLE 1 **Definitions** 1

ARTICLE 2 **Recognition and Term of Agreement**..... 2

ARTICLE 3 **No Strikes or Lockouts**..... 2

ARTICLE 4 **Union Security, Activity, Collection of Dues and Assessments**..... 3

ARTICLE 5 **Union Business and Leave** 4

ARTICLE 6 **Management Rights** 5

ARTICLE 7 **Authority Rules** 7

ARTICLE 8 **Policy Committee** 8

ARTICLE 9 **Labor-Management Committee** 9

ARTICLE 10 **Safety and Wellness Committee** 10

ARTICLE 11 **Contracting Out** 10

ARTICLE 12 **Seniority** 11

ARTICLE 13 **Layoffs** 11

ARTICLE 14 **Contract Dispute Resolution Procedure** 12

ARTICLE 15 **Collective Bargaining** 14

ARTICLE 16 **Interest Impasse Resolution** 15

ARTICLE 17 **Compensation**..... 18

ARTICLE 18 **Longevity Pay**..... 19

ARTICLE 19 **On Call Pay** 19

ARTICLE 20 **Acting Pay, Temporary Promotion, Rank Differential**..... 19

ARTICLE 21 **Hazardous Materials Technician Stipend** 21

ARTICLE 22 **Overtime** 22

ARTICLE 23 **Compensatory Time (Non-Shift Personnel)**..... 25

ARTICLE 24 **Retirement Savings Plans, Deferred Compensation Plans, and Death and Disability Benefits** 25

ARTICLE 25 Insurance 29

ARTICLE 26 Line of Duty Death..... 31

ARTICLE 27 Holidays 32

ARTICLE 28 Vacation 33

ARTICLE 29 Sick Leave..... 39

ARTICLE 30 Minor Emergency Leave, Dependent Care Leave, Emergency Leave and Leave Related to Child Birth 40

ARTICLE 31 Conversion of Unused Sick Leave/Dependent Care Leave 43

ARTICLE 32 Military Leave 43

ARTICLE 33 Judicial Leave 45

ARTICLE 34 Voting Leave 46

ARTICLE 35 Unpaid Leave 46

ARTICLE 36 Work-Related Injury Leave..... 47

ARTICLE 37 Modified Duty..... 47

ARTICLE 38 Return to Duty 49

ARTICLE 39 Fitness Testing 49

ARTICLE 40 Illegal Drug and Alcohol Testing; Substance Abuse Treatment 51

ARTICLE 41 Hours of Work..... 53

ARTICLE 42 Maximum Consecutive Work Hours 54

ARTICLE 43 Minimum Staffing..... 54

ARTICLE 44 Bidding for Station/Apparatus/Shift Assignments..... 55

ARTICLE 45 Transferring Between Fifty-Six (56) and Forty (40) Hour Schedules..... 58

ARTICLE 46 Time Trades 59

ARTICLE 47 Off Roster and Special Events Work 59

ARTICLE 48 Off-Duty Outside Employment 60

ARTICLE 49 Volunteer Activities..... 60

ARTICLE 50	Promotions	61
ARTICLE 51	Uniforms	61
ARTICLE 52	Mileage reimbursement	61
ARTICLE 53	Discipline	62
ARTICLE 54	Disciplinary Grievances and Appeals; Issue Resolution Process	71
ARTICLE 55	Successor Agreements	77
ARTICLE 56	Savings Clause	78

ARTICLE 1
Definitions

In addition to terms defined elsewhere in this Agreement, the following definitions shall apply to this Agreement. Terms not defined below shall have the meaning set forth below in specific Articles or in the Rules, as amended from time to time, to the extent defined therein.

- A. "Agreement". This Collective Bargaining Agreement between the Union and the Authority.
- B. "Authority". The Poudre Fire Authority.
- C. "Bargaining Unit". All full time, uniformed employees of the Authority with the rank of Captain or below, regardless of their assignment or position in the organization.
- D. "Board". The Board of Directors of the Authority.
- E. "Employee(s)". An employee(s) within the Bargaining Unit.
- F. "Establishing IGA". The Amended and Restated Intergovernmental Agreement establishing the Poudre Fire Authority entered into July 15, 2014 between the City of Fort Collins and the Poudre Valley Fire Protection District, and any subsequent amendments or restatements thereof.
- G. "Fire Chief". The Fire Chief of the Authority, including an individual serving in an Acting Fire Chief capacity.
- H. "FLSA". The Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* and the federal regulations interpreting or implementing the FLSA, 29 C.F.R. Part 500 *et seq.*
- I. "Introductory Employee(s)". An Employee(s) who has not yet completed the introductory period immediately following his/her being employed by the Authority.
- J. "Non-Shift Personnel". Employees who are assigned to work 40 hour work weeks.
- K. "Parties". Collectively, the Authority and the Union.
- L. "Party". Either the Authority or the Union.
- M. "Rule(s)". Collectively, the Rules and Regulations adopted by the Authority Board, Policies and Procedures established by the Fire Chief, and Operational Directives established by the Fire Chief, all as adopted, established or amended from time to time.

- N. "Shift Personnel". Employees who are assigned to work in 56 hour positions.
- O. "Union". The Local 1945 of the International Association of Firefighters.
- P. "Union Member(s)". An Employee(s) who at the time in question is a member of the Union.

ARTICLE 2

Recognition and Term of Agreement

SECTION 1. The Authority recognizes the Union as the exclusive bargaining representative for all Employees for the purpose of collective bargaining in respect to rates of pay, wages and compensation; benefits; discipline, grievance/appeal procedures; and, other terms and conditions of employment, subject to the Establishing IGA and the Management Rights provision set forth in Article 6. The Authority and the Union have the obligation to negotiate in good faith. The obligation to bargain in good faith does not compel either Party to agree to a proposal or make a concession. The Authority is an "open" shop, not a "closed" or "Union" shop. Any Employee can elect, at any time, not to be a Union Member. An Employee who elects not to be a Union Member will still be bound by the terms of this Agreement until it expires or is renewed in accordance with Article 15 (Collective Bargaining), whichever comes first.

SECTION 2. The Parties agree not to discriminate against any Employee on account of Union activity, or membership or non-membership in the Union.

SECTION 3. The Union shall provide access to this Agreement to all Employees. Within thirty (30) days of the date of execution of this Agreement, the Union shall post this Agreement at all stations, on the Authority's website, allowing all Employees access to the Agreement. The Union will provide a hard copy of the Agreement to Employees upon written request.

SECTION 4. TERM. This Agreement shall be in effect from January 1, 2021 ending December 31, 2021.

ARTICLE 3

No Strikes or Lockouts

SECTION 1. Since this Agreement provides for the orderly and friendly adjustments of all disputes, differences and grievances that may exist between the Union, the Employees and the Authority, the Authority shall not cause a "lockout" of its Employees.

SECTION 2. The protection of the public health, safety and welfare demands, and the Parties agree, that the Union, the Employees, or any person acting in concert with them, shall not 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.

SECTION 3. Violation of any of the provisions of this Article 3 by any Employee shall be just cause for

immediate imposition of any discipline the Authority deems appropriate, up to and including termination, in addition to whatever other remedies may be available to the Authority at law or in equity. No Employee shall receive any portion of his/her compensation while engaging in any activity that violates this Article 3.

SECTION 4. Neither the entering into this Agreement, nor the language of this Article 3, are intended to state or imply that any Employee has, or may have, any right to strike or engage in any prohibited activities. Any construction of this Agreement to infer the existence or non-existence of any common law, statutory, constitutional or other right by virtue of the language in this Agreement is expressly negated. The provisions of this Agreement are intended to provide a separate contractual prohibition against strikes and other proscribed activities, and operates in addition to and/or in concert with the prohibitions set forth in applicable state and federal laws.

ARTICLE 4

Union Security, Activity, Collection of Dues and Assessments

SECTION 1. No Employee shall be required to become a Union Member as a condition of his/her employment or continued employment by the Authority, and there shall be no discrimination against any Employee on account of his/her membership or non-membership in the Union.

SECTION 2. It is recognized that all Employees may or may not join the Union, at the individual's discretion. An Employee who chooses not to become a Union Member shall not be charged an "agency fee" and shall be entitled to fair representation by the Union, except that the Union shall not be required to represent such Employee in any stage of a disciplinary action of this Agreement, unless the Employee requests such representation and agrees to pay the Union for the reasonable costs of such representation. No provision of this Article shall prohibit the Union from providing legal, economic or job-related services or benefits beyond those provided in this Agreement with the Authority only to its Union Members.

SECTION 3.

- A. The Authority shall deduct on a regular basis from the pay of all Union Members who hereafter voluntarily authorize such deductions in writing on a form provided for this purpose by the Union or the Authority: (1) the amount of Union dues uniformly assessed all Union Members, and (2) initiation fees uniformly assessed against all Union Members. Each authorization given under this Section 3 shall state that it is irrevocable for a period of one (1) year or until the termination date of this Agreement, whichever occurs sooner, and is automatically renewable for another year unless written revocation of check-off authorization is given to the Authority during the thirty (30) day period immediately preceding the end of the period of irrevocability.
- B. The Union will initially notify the Authority as to the amount of dues, or dues and initiation fees, to be deducted. Such notification will be certified to the Authority in writing over the signature of the President or Secretary-Treasurer of the Union. Changes in the Union membership dues or

initiation fees will be similarly certified to the Authority and shall be done at least one month in advance of the effective date of such change. The Authority will remit to the Union such sums within thirty (30) days and shall accurately account for all changes in membership and monies deducted.

SECTION 4. The Union shall indemnify, defend and save the Authority harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or as a result from any conduct taken by the Authority for the purpose of complying with Section 3, of this Article 4.

ARTICLE 5

Union Activities and Leave

SECTION 1. UNION ACTIVITIES

- A. The Authority will allow the Union to conduct regular meetings of the Union at Authority facilities, provided that the scheduling and conducting of any Union meeting shall not interfere with the routine or the effectiveness of the Authority.
- B. Special and/or executive board Union meetings may be held at Authority facilities. Notifications to hold meetings in the fire station must be made to the Fire Chief, or designee, no less than twenty- four (24) hours in advance of the meetings. These meetings shall not interfere with the routine or the effectiveness of the Authority.
- C. The Union shall be permitted to maintain, at each fire station, one bulletin board (up to 2' by 3' in size) to be used exclusively for Union activities.
- D. Union Members shall be allowed to work on Union activities, provided their daily work is done and it does not interfere with the operations of the Authority; provided, further, that Non-Shift Personnel must first obtain approval from their supervisor to work on Union activities during work hours.

SECTION 2. LEAVE FOR UNION ACTIVITIES

- A. General Union Business. General Union Business shall be charged as "Union Leave" and shall include every form of Union activity except the Required Union Business set forth in subsection B, below. Types of General Union Business include, but are not limited to:
 - 1. Conferences;
 - 2. Meetings or study time preparatory to discussions with management, either for negotiating a collective bargaining agreement or other purposes;
 - 3. General Union business;
 - 4. Union elections or membership education;
 - 5. Attendance at Board meetings or City Council meetings;

6. Attendance at statewide or national union meetings; or
7. Attendance at legislative meetings of other governing bodies,

Any General Union Business leave in excess three hundred and twelve (312) hours per year shall be charged as vacation leave or taken as unpaid leave. Requests for General Union Business leave shall be made at least two (2) shifts before the beginning of the shift during which General Union Business leave is requested whenever possible. The Union shall endeavor to conduct all necessary General Union Business during the nonworking time of the greatest number of Employees required for such business, to the greatest extent possible.

B. Required Union Business. The following types of Union activities shall constitute "Required Union Business" and shall not be included in the three hundred and twelve (312) hours per year limit set forth in subparagraph A above:

- Impasse resolution or contract dispute proceedings (Articles 14 and 16);
 - Disciplinary grievance/appeal proceedings (Article 53);
 - Attendance at meetings of the Labor-Management Committee, Policy Committee or Wellness and Safety Committee; or,
 - Time spent in meetings with management negotiating for a new collective bargaining agreement.
1. During bargaining with the Authority representatives for a successor collective bargaining agreement, members of the Collective Bargaining Committee (not to exceed three Union representatives) shall be granted "Special Assignment Working" leave from duty with full pay for time spent in meetings with management negotiating for a new collective bargaining agreement.
 2. The Fire Chief shall grant "Special Assignment Working" leave from duty with full pay for up to two (2) Union representatives for time spent in impasse resolution or contract dispute proceedings (Articles 14 and 16) and one (1) Union representative for time spent in disciplinary grievance/appeal proceedings (Article 53).
 3. "Conference/Training" leave will be granted for attendance at meetings of the Labor-Management Committee, Policy Committee or Wellness and Safety Committee, subject to the policies and procedures for taking Conference/Training leave.

ARTICLE 6

Management Rights

SECTION 1. The Parties expressly understand and agreed that neither the fact of this Agreement nor any provision contained in this Agreement shall in any manner alter, affect or impair the Authority's sole and

exclusive right to manage the affairs of the Authority, including but not limited to, the right to change the level or nature of services provided by the Authority.

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 Authority expressly granted or inferred by Federal, State or local law. These rights, powers and authority include, but are not limited to, the following:

- A. The right to manage the affairs of the Authority in all respects;
- B. The right to assign and limit working hours, including overtime;
- C. The right to establish, modify, or change work schedules;
- D. The right of staffing of apparatus and vehicles, and the amount of apparatus and vehicles in the main or reserve fleet;
- E. The right to direct the Authority's personnel, and the right to select, hire or appoint, classify, reclassify, layoff, promote, demote, or transfer any employee;
- F. The right to maintain the discipline and efficiency of Authority personnel, and to engage in disciplinary action in accordance with Article 53;
- G. The right to organize or reorganize the Authority in any manner it chooses, including determining the size of the Authority, and job classification and ranks based upon duties assigned;
- H. The right to determine the Authority's safety, health and property protection measures;
- I. The right to allocate and assign work to all Authority personnel;
- J. The right to determine policies affecting personnel selection and training;
- K. The right to schedule operations and determine the number and duration of hours of assigned duty per week;
- L. The right to establish, discontinue, modify, and enforce the Authority's Rules;
- M. The right to transfer work from one position or employee to another within the Authority;
- N. The right to introduce new, improved or different methods and techniques of operation of the Authority or changes in existing methods and techniques;

- O. The right to determine and control the placing of service, maintenance or other work with outside contractors, vendors, manufacturers, suppliers or providers;
- P. The right to determine the number of ranks and the number of personnel within each rank;
- Q. The right to determine the amount of supervision necessary;
- R. The right to determine necessary or appropriate actions in any emergency;
- S. The right to determine whether to layoff personnel because of lack of work or lack of funds;
- T. The right to determine and implement the methods, equipment, facilities and other means and personnel by which Authority 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,
- U. 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 Authority 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 Employees 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 7

Authority Rules

SECTION 1. The Authority's Rules existing on the date of execution of this Agreement, or as may be amended or established thereafter from time to time by the Authority Board or Fire Chief, in its/his/her sole discretion, shall be binding upon the Parties; provided, however, to the extent any Authority Rule is in conflict with an express provision of this Agreement, this Agreement shall control.

SECTION 2. During the Term of this Agreement, any proposed change in the Authority's Rules, or any new Rule, 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.

SECTION 3. A Rule is not in conflict with a provision of this Agreement solely because it addresses a new issue or changes an existing Rule; nor is a new or existing Rule 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.

SECTION 4. Nothing in this Agreement is intended to affect any legal right the Authority may have to make a new Rule, or to eliminate or change any Rule, without Union approval, unless the new Rule, or an amendment to an existing Rule, is in conflict with an express provision of this Agreement.

ARTICLE 8

Policy Committee

SECTION 1. The Policy Committee, consisting of three designees of the Fire Chief and three appointees from the Union, shall be formed. The Policy Committee shall address administrative, operations, leave, and training policies. The Policy Committee will exist for the length of this Agreement, and to the extent feasible, consist of the same members throughout the Term of this Agreement.

SECTION 2. There are four reasons for the Policy Committee to meet:

- A. During annual policy review work sessions;
- B. At the direction of the Fire Chief;
- C. When a law or safety issue dictates a needed change; or,
- D. At the request of the Union appointees.

SECTION 3. The Policy Committee shall hold an annual work session following the Employee policy review process outlined in this Article 8. The intent of the Policy Committee is to conclude any commentary work by the end of May of each year, with follow-up provided to the Authority on any proposed changes.

SECTION 4. The Policy Committee will:

- A. Review proposed policies;
- B. Develop policies based on the input of the above entities using the process outlined in this Article 8;
- C. Allow for the viewpoints of both staff and labor to contribute to sustainable polices that reflect the values, mission, and vision of the organization.

SECTION 5. The work of the Policy Committee is led and coordinated by members of staff appointed by the Fire Chief.

SECTION 6. The Policy Committee will distribute to the Authority before the fourth quarter of each year the approximate one-third of the policies up for review that year. Comments or feedback on these policies can be submitted through the Authority email group "Policy Committee" by Employees or their supervisor.

SECTION 7. The Policy Committee will assemble in the first quarter to review commentary. The table below describes the annual process:

1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
Policy Committee Review of Commentary	Policy Implementation	Committee Determines 1/3 Policies for Review	Authority Personnel Review all Policies and Send in Commentary on the 1/3 for Review

SECTION 8. The Fire Chief has the final authority to interpret, develop, revise and approve all policies.

**ARTICLE 9
Labor-Management Committee**

SECTION 1. The Authority and the Union recognize that cooperation between labor and management is indispensable to the accomplishment of sound and harmonious labor relations and agree to jointly create, maintain and support a Labor-Management Committee.

SECTION 2. The Labor-Management Committee shall consider and may recommend changes in the working conditions of the Employees, including, but not limited to, health and safety issues, and promotional testing and standards. Matters subject to the grievance procedure contained in this Agreement shall be appropriate items for consideration by the Labor-Management Committee, but submission of a matter to the Labor-Management Committee shall not affect the right to grieve the matter.

SECTION 3. The Labor-Management Committee shall consist of six (6) members: The Fire Chief and the President of the Union shall each serve and each shall select two (2) additional members. The Fire Chief and the President may designate an alternate for each member authorized to act in the absence of a member. Members shall serve for the term of this Agreement; provided, however, that the appointing party may remove members he/she has appointed at any time. Vacancies shall be filled by the appointing party.

SECTION 4. A quorum shall consist of a majority of the total membership of the Labor-Management Committee. The Labor-Management Committee shall meet monthly at times mutually agreeable to both

parties. A written agenda of the matters to be discussed shall be provided by the Union if possible at least one (1) week in advance of the meeting, and the parties shall provide any additions to the agenda at least one (1) day in advance. Minutes shall be kept of each meeting. Copies of the minutes shall be typed and promptly distributed to all members of the Labor-Management Committee. The Labor-Management Committee shall recommend actions in writing to the appropriate party(ies).

ARTICLE 10

Safety and Wellness Committee

SECTION 1. A Safety and Wellness Committee shall be established. The Safety and Wellness Committee will be made up of: (A) the Health and Safety Officer; (B) the Infection Control Officer; (C) EMS Battalion Chief; (D) A, B, C Shift Safety Officers; and, (E) one individual from each of the following committees who are selected by the Union:

1. One representative from the Fitness Committee;
2. One representative from the Personal Protective Equipment Committee; and,
3. One representative from the Apparatus Committee.

The Health and Safety Officer shall be the Chairperson. The Safety and Wellness Committee shall meet at least four (4) times a year -- once in March, June, September, and December -- or more frequently if requested by the Chairperson or a majority of the Safety and Wellness Committee. Minutes shall be kept of each meeting. Copies of the minutes shall be typed and promptly distributed to all members of the Safety and Wellness Committee. The Safety and Wellness Committee shall make recommendations in writing to the Fire Chief.

SECTION 2. The Safety and Wellness Committee shall review the safety standards and procedures, and the wellness programs for the Authority. The Safety and Wellness Committee shall consider and may recommend to the Fire Chief changes in the working conditions of the Employees related to wellness, work-life balance, and other health and safety issues, including reviewing accidents and injuries to identify areas where apparatus, equipment, work environment, or practices can be improved to protect personnel safety.

ARTICLE 11

Contracting Out

Except where an emergency situation exists, during the term of this Agreement, the Authority will not contract out work presently performed exclusively by Bargaining Unit members, including work performed by Bargaining Unit members in rotational positions, without advance written notice to the Union where it is practicable to do so and, if it would result in a displacement of Bargaining Unit members, with full discussion, if requested, of the impact of such decision on Bargaining Unit members. It is

understood that notice and discussion of the impact of any subcontracting decision shall not delay implementation of the decision to subcontract, even though discussion of the impact may still be pending or ongoing. While studies may constantly take place, the Authority, at this time, has no formulated plans for the additional contracting out that would cause the displacement of the Bargaining Unit members. It remains the Authority's general policy to utilize Bargaining Unit members to perform work they are qualified to perform.

ARTICLE 12
Seniority

SECTION 1. DEFINITIONS.

- A. Overall Seniority — Seniority in order of hire date which includes all Employees covered under this Agreement;
- B. Firefighter Seniority — Seniority in order of hire date for only those of the Firefighter rank; and,
- C. Driver Operator Seniority --- Seniority in order of certification date for those of the Driver Operator rank; and ,
- D. Officer Seniority — Seniority in order of promotion date for only those of the Captain rank.

SECTION 2. GENERAL. Seniority is based on date the Employee was hired. In instances when two (2) or more Employees have the same hire date, seniority will be determined by Chiefs Interview ranking at the time of hire. The Employee with the highest score from the interview will have the highest seniority among the Employees who have the same date of hire.

SECTION 3. SENIORITY AMONG OFFICERS. Seniority among Officers shall be determined by earliest date of promotion. In the event of a tie in the promotion date, the Employee with the highest ranking score from the Chiefs Interview at the time of promotion shall have seniority.

ARTICLE 13
Layoffs

SECTION 1. Employees may be laid off because of lack of work, lack of funds or change in Authority operations. Employees who are being laid off will be given at least two (2) weeks notice. The class, classes or job titles of Employee(s) to be laid off will be determined by the Fire Chief.

SECTION 2. The Fire Chief will order layoffs of Employees as follows:

- A. Introductory Employees; and,
- B. Employees with the least time in service with the Authority, based on the established Seniority

List as provided for in Article 12.

SECTION 3. The Authority will attempt to place Employees in other positions rather than laying them off. If funds are available, the Authority may provide job placement services. Employees will be rehired with the Authority in inverse order of layoffs if openings occur within his/her job classification within a year of layoff. The Fire Chief may, at his/her discretion, extend the rehire period beyond a year to a maximum of three (3) years and/or waive introductory periods.

SECTION 4. In the event that the Authority determines that layoffs will be required, the Authority shall notify the Union of the need to reduce the number of Employees at least forty-five (45) days before the effective date of a layoff. Such notice shall be given in writing addressed to the Union by certified mail. The notice shall disclose the number of positions affected, the rank or classification of each position so affected, and the work group, station, company, apparatus, crew or program, if any, which are to be disbanded. Immediately after issuing the notice, the Authority shall give the Union a reasonable period of time, of no less than thirty (30) days, within which it shall meet and confer with the Union to discuss such action. The Authority shall respond to any proposals which the Union may make in response to the subject matter of notice.

ARTICLE 14

Contract Dispute Resolution Procedure

SECTION 1. CONTRACT DISPUTE DEFINED. For purposes of this Agreement, the term "contract dispute" shall mean a claim by the Union (directly or on behalf of one or more Employees) or the Authority that an express provision of this Agreement has been violated or incorrectly interpreted. The term "contract dispute" shall not include a claim relating to a matter that is the subject of a disciplinary action, which shall be handled exclusively through the procedures established in Articles 53 and 54, or a claim of discrimination, harassment, failure to accommodate, or retaliation, which shall be reported, investigated and resolved in accordance with the procedures established by the Authority for such matters.

SECTION 2. SUBMISSION OF CONTRACT DISPUTE TO UNION. An aggrieved Employee(s) shall submit the contract dispute in writing to the Union President or his/her designee. The Union shall review the contract dispute and accept or reject the contract dispute according to its merit or justification under the terms of this Agreement. The Union shall have complete discretion at any time during the contract dispute process to decline to proceed with the contract dispute if, in its judgment, the contract dispute lacks merit, or has been satisfactorily adjusted, settled, or otherwise resolved.

SECTION 3. CONTRACT DISPUTE PROCEDURE.

STEP 1: SUBMISSION OF CONTRACT DISPUTE. A contract dispute shall be submitted within thirty (30) calendar days of the date on which the incident or event giving rise to the contract dispute occurred or within thirty (30) calendar days of when the parties knew or should have known about the underlying event. If the contract dispute is by the Union, it shall be submitted to the Fire Chief or, in

his/her absence, the next highest ranking officer. If the contract dispute is by the Authority, it shall be submitted to the Union President, or in the President's absence, another Union officer or representative. The contract dispute shall, at a minimum, state:

- A. The date the contract dispute is submitted;
- B. The individual to whom the contract dispute is submitted;
- C. If the Union is submitting the contract dispute on behalf of one or more specific Employees, their names;
- D. A description of the event(s) giving rise to the contract dispute, including (1) the date(s) they occurred; (2) how, when and where it (they) arose; and, (3) the parties involved;
- E. All documents, electronic data, or other information supporting the contract dispute;
- F. The express provision(s) of this Agreement alleged to have been violated or incorrectly interpreted; and,
- G. The specific relief or remedy sought.

A contract dispute that fails to comply with the requirements of subparagraphs (A) — (G) above shall be defective, and shall be deemed untimely, unless an amended contract dispute, correcting all defects, is submitted before the expiration of the thirty (30) calendar day filing deadline established in this Step 1.

STEP 2: CONTRACT DISPUTE RESOLUTION MEETING. Within fifteen (15) calendar days of receipt of a timely filed contract dispute that complies with all requirements of Step 1, a meeting shall be held to attempt to resolve the contract dispute. The Union and the Authority may mutually agree in writing to extend the fifteen (15) day time limit.

The Authority may designate up to three (3) representatives to attend the meeting, one of which representatives shall be the Authority's legal counsel. The Union may designate up to three (3) representatives to attend the meeting, one of which representatives shall be the Union's legal counsel. If one (1) or more Employees submitted the contract dispute, they also shall attend the meeting. During the meeting, the Authority, the Union and the Employee(s) (if applicable) shall in good faith attempt to resolve the contract dispute.

The Union and the Authority (and the individual Employee(s), if applicable) may by agreement continue the meeting, or agree to hold subsequent meetings, in a document signed by all affected parties.

STEP 3: WRITTEN STATEMENT OR DECISION. If the Union and the Authority have resolved the contract dispute, they 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 contract dispute.

STEP 4. BINDING ARBITRATION. If the Union and the Authority do not resolve the contract dispute through the meeting provided in Step 2, either Party may provide a written demand to the other Party for binding arbitration. If the demand is by the Union, it shall be submitted to the Fire Chief or, in his/her absence, the next highest ranking officer. If the demand is by the Authority, it shall be submitted to the Union President, or in the President's absence, another Union officer or representative. Promptly after a demand for arbitration has been submitted by one of the Parties, each Party shall select an arbitrator. Each Party shall be solely responsible for all fees and costs incurred by the arbitrator it selected. The two (2) arbitrators selected shall attempt to agree upon an impartial arbitrator to act as the third arbitrator to hear the contract dispute. If the two (2) arbitrators selected are unable to agree upon a neutral arbitrator within fifteen (15) calendar days from the date of the demand for arbitration, an arbitrator shall be appointed by the American Arbitration Association ("AAA") (or successor organization) pursuant to the AAA Labor Arbitration Rules in effect at that time. The Parties shall share equally the entire cost of the neutral arbitrator, and any other costs or expenses arising from or relating to the arbitration, except any compensation or costs a Party paid to the arbitrator it selected. Except for the foregoing shared arbitration expenses, each Party shall pay the attorneys' fees, costs and expenses it incurs in connection with the arbitration. The panel of three (3) arbitrators ("Panel") shall render a binding decision based upon a majority vote. The Panel shall be without the power or authority to make any decision contrary to or inconsistent with, increasing or decreasing any term, enlarging or diminishing any benefit or power, or modifying or varying in any way the terms of this Agreement. The Panel shall issue its written decision within thirty (30) days of conclusion of the hearing. The decision of the Panel shall be final and binding on the Parties.

ARTICLE 15

Collective Bargaining

SECTION 1. COLLECTIVE BARGAINING AGREEMENT. A collective bargaining agreement entered into by the Parties will be for a term of at least one (1) year and no more than three (3) years, beginning January 1, and ending December 31, unless a different beginning date is agreed to by the Parties, recommended by advisory fact-finder and accepted by the Parties or set as result of an election pursuant to Article 16. If a Party requests collective bargaining by sending notice to the other Party, collective bargaining is required to take place no later than starting April 1. If no Party requests bargaining by April 1 of the year in which the Agreement expires, the Agreement will continue for the next calendar year, unless the Parties agree to negotiate and reach a voluntary agreement on all terms of a new Agreement. Collective bargaining shall be completed no later than ninety (90) calendar days before the date on which a Ballot Issue or Ballot Question must be certified to the Larimer County Clerk and Recorder and the Weld County Clerk and Recorder pursuant to Section 2 of Article 16, below. As set forth in Section 2(G) of Article 16, the Parties shall have the right to continue with collective bargaining through the non-binding interest arbitration.

SECTION 2. Within thirty (30) calendar days of the commencement of collective bargaining, the Board

shall establish a panel of arbitrators ("Panel") to resolve any impasse that may occur in the collective bargaining. In order to be eligible to be on the Panel, a person must be impartial and disinterested, and must be qualified by experience and training as a neutral hearing officer or arbitrator in labor/management disputes. In order to be so qualified, the person must have served as a neutral hearing officer or arbitrator in labor/management disputes for at least three (3) years and have conducted at least five (5) hearings per year in each of two (2) of the last three (3) years. These hearings shall be either hearings to resolve an impasse in negotiations between labor and management, disputes over the meaning or application of contracts between labor and management, or discipline. Any person whose only experience is as a hearings officer in any civil or career service system shall not be qualified. Persons who are members of the National Academy of Arbitrators or on the American Arbitration Association panel of labor arbitrators are presumptively qualified. The Panel list shall contain either three (3) arbitrators or five (5) arbitrators. Placement on the Panel shall be by a majority vote of the Board.

ARTICLE 16

Interest Impasse Resolution

SECTION 1. NON-BINDING ARBITRATION. Any time after thirty (30) calendar days from the start of the collective bargaining process, either Party may declare an impasse in negotiations by notifying the other Party in writing. If an impasse is declared, non-binding interest arbitration shall be conducted in accordance with the following provisions:

- A. Within two (2) business days of an impasse being declared, the Authority Board Secretary shall submit to the Parties a list with the names of all Panel members established pursuant to Article 15. Within five (5) business days of receipt of this list, the Parties shall meet and alternatively strike one (1) name from the list until one (1) name remains. When one (1) name remains, that person becomes the arbitrator for that dispute. The determination of whether the Union or the Authority strikes first shall be done by flip of a coin. Nothing herein shall be construed to prevent the Parties from agreeing to an arbitrator from the Panel without having to participate in the foregoing selection process.

- B. Within thirty (30) calendar days after being appointed, the arbitrator shall hold a hearing on the final offers made by each Party on each issue submitted for non-binding arbitration. The hearing shall be informal, and the rules of evidence prevailing in judicial proceedings are not binding. The arbitrator may receive into evidence any written or electronic documents or information it deems relevant. The arbitrator may administer oaths and require by subpoena the attendance and testimony of witnesses and the production of written or electronic documents or information relevant to the issues submitted for arbitration. If a person or entity refuses to obey a subpoena, take an oath, or testify, or if any witness, Party, or attorney is guilty of contempt while in attendance at the hearing, the arbitrator may request the aid of the District Court for Larimer County ("Court"), and the Court shall issue an appropriate order. The Court may punish a failure to obey the order as contempt.

- C. The hearing shall be concluded within five (5) business days after it begins, unless the time is extended by mutual written agreement of the Parties. A Party may submit a written brief to the arbitrator within five (5) business days after the hearing is concluded. A Party intending to file a brief must notify the arbitrator in writing of such intent no later than twenty-four (24) hours of the hearing concluding.

- D. Within ten (10) business days after receipt of the last written brief from a Party, or within ten (10) business days of conclusion of the hearing if neither Party notified the arbitrator of its intent to file a written brief, the arbitrator shall issue a separate non-binding recommendation on each issue submitted for arbitration that states which final offer submitted by each Party on each issue should be accepted by the Parties. The recommendations must include written findings of fact and a written recommendation on each issue presented. The arbitrator shall email the recommendations to each Party on the same date they are issued, at the email address provided by each Party. The arbitrator also shall mail an original signed copy of the written recommendations to each Party at the address each Party has provided. In arriving at a recommendation on each issue, the arbitrator may consider each of the eight (8) factors below:
 - 1. The interests and welfare of the public;
 - 2. The compensation, hours, and terms and conditions of employment of the Bargaining Unit in comparison with the compensation, hours, and terms and conditions of employment of other fire department employees providing similar services in comparable Colorado communities;
 - 3. Stipulations of the Parties;
 - 4. The Authority's lawful authority;
 - 5. The Authority's financial ability to meet the costs involved;
 - 6. The impact on all of the Authority's services;
 - 7. Changes in the cost of living; and
 - 8. Other similar standards recognized in the resolution of interest disputes.

- E. If both Parties agree to all of the arbitrator's recommendations on all of the issues, all of the recommendations on all of the issues shall be incorporated into the Collective Bargaining Agreement. The Parties may mutually agree to make non-substantive changes to the recommendations as may be necessary to harmonize them with other provisions of the Collective Bargaining Agreement or as otherwise necessary to implement them from an administrative or operational perspective.

- F. The Parties shall bear equally the costs of the arbitrator and the hearing. Each Party shall bear its own attorneys' fees, costs and expenses incurred in connection with the non-binding arbitration proceeding.
- G. Nothing in this Section 1 prohibits the Parties from continuing to bargain in good faith at any time during the non-binding arbitration proceeding. If at any point in the non-binding arbitration proceeding the Parties are able to resolve all or any portion of the issues submitted for non-binding arbitration, the Parties shall notify the arbitrator, and the arbitrator shall terminate the proceeding if all issues have been resolved or, if only a portion of the issues have been resolved, discontinue consideration of the issues resolved.

Notwithstanding anything to the contrary in this Section 1, any and all time periods set forth in this Section 1 shall be amended by mutual agreement of the Parties to ensure the entire non-binding arbitration process is completed, and the Parties have received the arbitrator's recommendations, at least thirty (30) calendar days before the date on which a Ballot Issue or Ballot Question must be certified to the Larimer County Clerk and Recorder and the Weld County Clerk and Recorder pursuant to Section 2, below.

SECTION 2. ELECTION.

- A. If one (1) Party or both Parties reject the arbitrator's recommendations on one (1) or more of the issues, the arbitrator's recommendations on the rejected issue(s) shall be submitted to the eligible electors within the boundaries of the Poudre Valley Fire Protection District and the City of Fort Collins ("Election"). "Eligible electors" shall mean those individuals who, at the time the Election is conducted, would be eligible to vote if an election were conducted on that date by the City of Fort Collins and those individuals who would be eligible to vote on that date if an election were conducted by the Poudre Valley Fire Protection District.
- B. If the Election is being conducted solely on one (1) or more of the arbitrator's recommendations rejected by the Authority, the Authority shall be solely responsible for all costs associated with conducting the Election. If the Election is being conducted solely on one (1) or more of the arbitrator's recommendations rejected by the Union, the Union shall be solely responsible for all costs associated with conducting the Election. If the Election is being conducted because both Parties have rejected one (1) or more of the arbitrator's recommendations, the Parties shall split equally all costs associated with conducting the Election.
- C. The Election shall be held in November of the year in which the impasse occurred under this Article 16. The Election shall be held as part of the coordinated elections being conducted by the Larimer County Clerk and Recorder and the Weld County Clerk and Recorder, and shall be subject to the Colorado Local Government Election Code, C.R.S., § 1-13.5-101, *et seq.*, including any amendments thereto or any successor election codes (collectively, the "Election Code").

- D. The determination on an issue by the affirmative majority vote of the eligible electors who vote in the Election shall be binding on the Parties and shall be incorporated into the Collective Bargaining Agreement exactly as approved by the eligible electors. Such provisions cannot be modified, amended or eliminated by the Parties during the term of that Collective Bargaining Agreement, but may be modified, amended or eliminated through collective bargaining of a subsequent Collective Bargaining Agreement or through an amendment of a subsequent Collective Bargaining Agreement by mutual written agreement of the Parties.
- E. Nothing in this Section 2 prohibits the Parties from continuing to bargain in good faith at any time prior to the Ballot Question or Ballot Issue being certified to the Larimer County Clerk and Recorder and the Weld County Clerk and Recorder. If at any point prior to that date the Parties are able to resolve some, but not all of the outstanding issues, those issues shall not be included in the Ballot Question or Ballot Issue that is certified to the Larimer County Clerk and Recorder and the Weld County Clerk and Recorder. If the Parties have resolved all outstanding issues prior to that date, the Election proceeding shall be terminated.

SECTION 3. During impasse resolution proceedings conducted pursuant to this Article 16, the compensation, hours, and other terms and conditions of employment set forth in this Agreement may not be changed except by the Parties' written agreement, but any such agreement shall be without prejudice to either Party's rights or position in the impasse resolution proceedings.

SECTION 4. If in the future the Parties engage in collective bargaining regarding any aspect of this Article 16 and an impasse occurs, such impasse shall be resolved through the impasse resolution provisions set forth in this Article 16 at the time the impasse occurs.

ARTICLE 17

Compensation

SECTION 1. 2019 AND 2020 BASE COMPENSATION. Effective as of the first full pay period in January 2019, base salary compensation for each Employee shall increase by 3.25% over the base salary compensation for such Employees in the approved 2018 pay plan. Effective as of the first full pay period in January 2020, base salary compensation for each Employee shall increase by 2.75% over base salary compensation for such Employees in the 2019 pay plan.

SECTION 2. BUDGET INCREASE LIMITATIONS. Both Parties recognize that the ability of the Authority to increase expenditures is subject to limitations imposed on the local governments establishing the Authority by the Division of Local Government, Article X, Section 20 of the Colorado Constitution and the voters. This Agreement shall be reopened prior to the necessity of laying off any Authority personnel when it is shown to the Union during, and only during, the budgeting process that revenue sources are not sufficient to fund the Authority's obligations.

ARTICLE 18
Longevity Pay

SECTION 1. Longevity pay is a benefit for Employees who have reached or exceeded five (5) years employment with the Authority. Longevity pay is \$4 for every month of service (therefore, a minimum of sixty (60) months, or \$240). Longevity pay will be paid each November.

SECTION 2. Employees leaving employment receive longevity pay on a pro-rated basis. Upon separation, the amount they receive will be the previous year longevity payment divided by twelve (12), multiplied by the months worked in the current calendar year, plus \$4 for every month worked in the termination year.

ARTICLE 19
On Call Pay

Employees who are on-call shall receive seven percent (7%) of their hourly base pay for all hours during which they are on-call.

ARTICLE 20
Acting Pay, Temporary Promotion, Rank Differential

SECTION 1. ACTING PAY RATE

- A. An Acting Captain or Acting Battalion Chief will be paid at an adjusted annual hourly rate comparable to B-level pay of the acting position, for every hour worked in the acting position. The Acting Captain or Acting Battalion Chief pay rate will be used in calculating the Acting Pay Blended Hourly Rate set forth in Article 22, Section 1(G).
- B. An Acting Driver Operator will be paid an adjusted hourly rate comparable to A-Level Driver Operator pay, for every hour worked in the acting position. The Acting Driver Operator pay rate will be used in calculating the Acting Pay Blended Hourly Rate set forth in Article 22, Section 1(G).

SECTION 2. TEMPORARY APPOINTMENT FOR TWENTY-ONE (21) OR MORE CONSECUTIVE SHIFTS. When a Captain or Battalion Chief position is expected to be vacant for twenty-one (21) or more consecutive shifts, or sixty-one (61) or more consecutive days for Non-Shift Personnel, the position will be filled by the Employee who is next on the promotion eligibility list if such valid list is in effect. If an Employee declines the temporary appointment for any reason, he/she will normally be moved to the bottom of the eligibility list for temporary promotions, but will remain at their overall rank on the promotion eligibility list. An Employee may request in writing to the affected Division Chief(s) that their name not be moved to the bottom of the temporary promotion eligibility list and provide information why. The affected Division Chief(s) will evaluate the request and make a final determination on the request. If a valid promotional eligibility list is not in effect, the affected Division Chief(s) or designees shall appoint an Employee with

the proper acting designation within the shift at their discretion. If there is only one Employee with the appropriate acting designation on that shift, such appointment may be extended beyond 20 shifts. If there is no qualified acting Employee available within the shift, then the Division Chiefs or their designee may appoint an Employee with the proper acting designation from another shift at their discretion. This appointment may be extended beyond 20 shifts at the Division Chief's discretion. In cases where there are multiple Employees with the proper acting designation for a position on a shift with the promotional vacancy, no Employee will remain in the acting position longer than 20 shifts. The Employee filling the vacancy will receive comparable B-level pay for every hour worked in the temporary appointment and will have all the applicable authority, rights, and responsibilities of that position. Due to the nature of forty (40) hour positions, the affected Division Chief will make the decision to permit an eligible forty (40) hour Employee to assume a temporary fifty-six (56) hour assignment.

SECTION 3. Any temporary openings that occur in a forty (40) hour position will be offered exclusively to a qualified Firefighter or Captain on the promotion eligibility list, if such valid list is in effect, and currently assigned to a forty (40) hour position. The offer may be rescinded if the Employee's Division Chief determines that the current forty (40) hour position cannot be vacated due to departmental need, workload, or timing. If this occurs, the Employee will retain their position on the temporary appointment list. Those that are temporarily appointed will return to their previous position at the completion of the temporary appointment to finish their assigned rotation. If no Employee currently assigned to a forty (40) hour position wants to take the appointment, it shall then be offered to the next Employee on the promotion eligibility list. If a valid promotional eligibility list is not in effect, the affected Division Chief will make such an appointment at their discretion.

SECTION 4. Should a Bureau 1 Firefighter elect to take a temporary Captain appointment lasting less than six (6) months, they will be allowed to return to their Bureau 1 position. If a Bureau 1 Firefighter accepts a temporary position that is scheduled to last more than six (6) months, return to Bureau 1 is not guaranteed.

SECTION 5. Temporary appointments lasting over six (6) months may be evaluated by the affected Division Chief to determine if the appointment should continue or be offered to another Employee on the promotion eligibility list as determined above. If a valid promotional eligibility list is not in effect the temporarily promoted Employee shall continue in that position until a valid promotional list is created. Once the new eligibility list is created, the Division Chief will evaluate whether the appointment should continue or be offered to another Employee on the new eligibility list

SECTION 6. Upon completion of the temporary appointment, the Employee will be reassigned to his/her previous rank.

SECTION 7. Once a temporarily appointed Captain or Battalion Chief has completed their assignment, they will be moved to the bottom of the promotion eligibility list to be considered for future temporary appointments. Any Employee filling a forty (40) hour temporary appointment maintains their current position on the promotion eligibility list for fifty-six (56) hour positions. If a valid promotional eligibility

list is not in effect, no right to be moved to a promotional eligibility list will exist.

ARTICLE 21
Hazardous Materials Technician Stipend

SECTION 1. REQUIREMENTS FOR HAZARDOUS MATERIALS TECHNICIAN CERTIFICATION AND TRAINING. The Fire Chief has sole discretion and authority for defining the levels of Hazardous Materials Technician Certification and associated training requirements, which are set forth in the Poudre Fire Authority Hazardous Materials Response Plan, as may be amended and approved by the Fire Chief from time to time.

SECTION 2. ELIGIBILITY FOR HAZARDOUS MATERIALS TECHNICIAN CERTIFICATION STIPEND. Certification shall be based on the most current Hazardous Materials Response Plan approved by the Fire Chief. A Hazardous Materials Technician Certification Stipend is awarded at the end of each calendar year to eligible Employees. To be eligible for a Hazardous Materials Technician Certification Stipend, an Employee must have maintained the applicable HazMat Tech Certification throughout the entire year and satisfactorily completed all associated training for that year. Only Employees who have successfully completed their introductory period shall be eligible for the Hazardous Materials Technician Certification Stipend.

If an Employee receives a mid-year HazMat Tech Certification and station assignment that would qualify him/her for a Hazardous Materials Technician Certification Stipend, and the Employee maintained the HazMat Tech Certification and satisfactorily completed all associated training for the balance of that initial calendar year, the Employee shall be awarded a partial stipend at the end of the initial calendar year that is prorated for the number of months of that year during which the Employee held the HazMat Tech Certification.

A maximum of ten (10) Employees on each shift will be eligible to receive the stipend. If more than ten (10) Employees meet the qualifications for the stipend they will be eligible for the stipend in the following order:

- A. Those assigned to the HazMat Station; then,
- B. The order in which they achieved HazMat Tech Certification.

SECTION 3. STIPEND.

- A. HazMat Team Leader – \$250.00 per month;
- B. An Employee with full Hazmat Tech qualification who is regularly assigned to the HazMat Station – \$150.00 per month; and,

- C. An Employee with full HazMat Tech Certification who is not regularly assigned to the HazMat Station or an Employee who is regularly assigned to the HazMat Station who has partial HazMat Tech Certification – \$75.00 per month.

An Employee's status as HazMat Team Leader, possessing full HazMat Tech Certification, or possessing partial HazMat Tech Certification shall be as defined in the most current Hazardous Materials Response Plan.

SECTION 4. PAYMENT OF STIPEND. The stipend will be paid in a single lump sum on the last payday of the year. The stipend is separate from compensation an Employee may otherwise be paid for time spent in initial training and maintenance of his/her HazMat Tech Certification.

ARTICLE 22

Overtime

SECTION 1. DEFINITIONS.

- A. *FLSA 1/2 Time Rate (Overtime/OT)* – Equals 1.5 times the regular hourly rate minus straight-time hourly rate (1.0).
- B. *FLSA Cycle/Threshold:*
 - 1. Non-Shift Personnel - 7 day/40 hours (ending 0800 Monday)
 - 2. Shift Personnel – 24 day/ 182 hours
- C. *Fire Time/Premium Pay* – Equals 2.25 times the straight-time hourly rate. The 2.25 Fire Time/Pay is comprised of 1.0 straight-time hourly rate + 0.5 straight time hourly rate + 0.75 fire/premium rate.
- D. *Hours Worked* - For the purpose of FLSA calculations, the following working classifications are considered as hours worked.
 - 1. Minimum staffing assignments;
 - 2. Off-roster hours worked;
 - 3. Incidents that originate as mutual or automatic aid response outside of the Authority, whether the Employee remains in the Authority's jurisdiction for coverage or is sent outside the Authority's response area;
 - 4. On-duty worked hours for Employees during deployment; and,

5. Injury Leave, Administrative Leave, Work Related Court Appearance Leave, Time Trade Not Working, Conference/Training Leave, Special Assignment Working (SAW).
- E. *Regular Hourly Rate* - Equals annual salary + longevity pay + On-Call Pay + Holiday Pay, divided by 2912 for Shift Personnel and 2080 for Non-Shift Personnel.
- F. *Straight-Time Hourly Rate* – Equals the bi-weekly pay x 26 pay periods divided by 2912 for Shift Personnel and 2080 for Non-Shift Personnel.
- G. *Acting Pay Blended Hourly Rate* – For Shift Personnel who receive acting pay in an FLSA Cycle, their regular hourly rate of pay for the FLSA Cycle is calculated as a weighted average between their straight-time hourly rate and their acting pay rate for all hours worked within the FLSA Cycle.

SECTION 2. OVERTIME PAID AT 1.5 TIMES.

- A. Additional hours worked will be paid at 1 times the straight-time hourly rate plus FLSA 1/2 time rate.
- B. Those hours in excess of 182 hours in a 24 day FLSA work cycle for Shift Personnel or in excess of 40 hours in a 7 day FLSA work cycle for Non-Shift Personnel, will be paid the FLSA 1/2 time rate.
- C. For Shift Personnel who receive acting pay in an FLSA Cycle, any overtime will be calculated using the Acting Pay Blended Hourly Rate set forth in Section 1(G), above.
- D. Exceptions:
 1. Minimum staffing hours worked regardless of leave usage in a given FLSA work cycle will be paid straight-time plus FLSA 1/2 time.
 2. Hours worked during deployments on off-duty days will be paid at straight-time (on the bi-weekly paycheck) plus the FLSA 1/2 time (paid after the FLSA cycle is over).
- E. All off-roster overtime by a non-exempt shift Employee must be approved in advance by the supervisor, except in situations where the work is essential and a supervisor could not be contacted prior to beginning overtime work.
- F. Mandating Employees to report to work on their regularly scheduled days off (mandatory hire) will be paid at 1.5 times.

SECTION 3. FIRE TIME/PREMIUM PAY. Although there will be an attempt to make overtime work voluntary, in emergency situations, time will be paid at the Fire Time/Premium hourly rate. Situations that

require this pay include:

- A. Any in-district multiple-alarm recall. Recall refers to paging in off-duty Employees during an emergency. Employees will receive premium pay whether they are assigned to the incident or to staff reserve equipment.
- B. Any incident that occurs during shift that causes Employees to return to quarters after the end of their roster assignment. The Employee will be considered working in an emergency situation until returning to quarters, either on the apparatus or after the Employee is relieved on scene by oncoming personnel and personal decontamination has been completed. If the Employee responsible for writing the report stays on duty past the end of his/her roster assignment to complete the report, the Employee will receive premium pay for a maximum of thirty (30) minutes after returning to quarters, if the Employee chose to stay and complete the report. If the report needs to be reviewed by the Captain or Acting Captain, they also will receive premium pay for a maximum of thirty (30) minutes, if they choose to stay to review the report. If the report will take more time to complete, the additional overtime must be approved by a Battalion Chief.
- C. Any holdover past 0800 at end of shift for minimum staffing.
- D. Any recall to conduct final extinguishment or overhaul, or to prevent rekindle. This is referred to as "fire watch," as opposed to "security".
- E. Callout for Incident Representatives.

SECTION 4. DIFFERENTIATING BETWEEN 1.5 AND 2.25 OVERTIME PAY.

- A. The determination of differentiating between 1.5 and 2.25 overtime pay will be announced in advance by the incident commander or the Authority Operations Chief, and the change will occur at the end of an operational period.
- B. The Authority does not recognize nor pay "daily overtime" (working more than eight (8) hours in one day) for non-exempt, Non-Shift Personnel; overtime is based on hours worked in excess of forty (40) hours per workweek.

SECTION 5. REIMBURSABLE DEPLOYMENTS.

- A. Hours worked during deployments on off-duty days will be paid at straight-time (on the bi-weekly paycheck) plus the FLSA 1/2 time (paid after the FLSA cycle is over). These hours are paid regardless of any leave taken during this FLSA cycle.
- B. All duty-days during deployments will be counted as hours worked for purposes of FLSA. All off-duty days during deployments will not be counted as hours worked for purposes of FLSA, since

they are reimbursed.

ARTICLE 23

Compensatory Time (Non-Shift Personnel)

SECTION 1. If Non-Shift Personnel accumulate more than forty (40) hours in a workweek, they may choose to be compensated monetarily for their extra hours, or they may choose to accumulate and use compensatory time. If they choose to be compensated monetarily, they will be paid at either the straight-time rate or overtime rate, whichever is applicable. If they choose to accumulate compensatory time, they will earn 1.5 hours for every extra hour worked, or, if during that pay period they used vacation, sick leave or any other leave that does not count as hours worked under this Agreement, they will earn one (1) hour of compensatory time for every one (1) hour worked.

SECTION 2. Employees can accrue a maximum of eighty (80) additional hours before they must either begin using compensatory hours, or receive additional pay.

SECTION 3. Non-Shift Personnel are required to use any earned compensatory hours or receive applicable pay prior to returning to fifty-six (56) hour assignment.

ARTICLE 24

Retirement Savings Plans, Deferred Compensation Plans, and Death and Disability Benefits)

SECTION 1. On June 2, 2019 or on such date as the Fire and Police Pension Association (FPPA) confirms in writing to the Authority that FPPA has completed all processes necessary for it to accept Authority Employees, whichever is later ("Effective Date"), all Employees hired on or after the Effective Date shall be covered by the Statewide Defined Benefit Pension Plan of FPPA. The Authority and the Employees shall contribute the amount set by the FPPA in accordance with State law. All terms of the pension plan shall be set according to State law.

SECTION 2. All Employees hired before the Effective Date shall choose to remain covered by the current money purchase plan or to be covered by one of the FPPA plans (Statewide Defined Benefit Pension Plan, Statewide Hybrid Plan or Money Purchase Component only). The Authority shall continue to contribute 11.0% and such Employees shall continue to contribute to whatever plan the Employee chooses in accordance with the requirements of that plan, except for Employees who choose the Statewide Defined Benefit Pension Plan. For those Employees, the total contribution to the FPPA shall include all re-entry premiums as follows:

Contribution Rate Schedules for Employees hired prior to the effective date of entry
Statewide Defined Benefit Plan – Contribution Rate Schedule - Reentry Employees

	1.	2.	3.	4.	5.	6.	7.
<i>Effective January 1 of Year</i>	<i>Minimum Mandatory Employee Contribution Rate</i>	<i>Minimum Mandatory Employer Contribution Rate</i>	<i>Total Combined Employee and Employer Contribution Rate</i>	<i>Additional required rate for Reentry Employees*</i>	<i>Additional required rate for Reentry Employers*</i>	<i>Total Required Rate for Reentry Employees</i>	<i>Portion of the Employee contribution to be paid "after-tax"</i>
2019	10.0%	11.0%	21.0%	1.5%	0%	22.5%	1.5%
2020	10.0%	11.0%	21.0%	2.0%	0%	23.0%	2.0%
2021	10.0%	11.0%	21.0%	2.5%	0%	23.5%	2.5%
2022 and thereafter	10.0%	11.0%	21.0%	3.0%	0%	24.0%	3.0%

Statewide Hybrid Plan - Contribution Rate Schedule - Reentry Employees

1.	2.	3.	4.
<i>Employee Contribution Rate</i>	<i>Employer Contribution Rate</i>	<i>Total Combined Employee and Employer Contribution Rate for Reentry Employees</i>	<i>Portion of the Employee Contribution Rate noted in column 1 to be paid "after-tax"</i>
10%	11%	21%	0%

Note: The minimum mandatory rate for the Statewide Hybrid Plan is 8% Employee and 8% Authority; however, a higher rate is accepted.

All contribution rates for the FPPA Plans are calculated on the Employee's base salary as defined in FPPA Rule 101.05.

Local Money Purchase Plan - Contribution Rate Schedule - Reentry Employees

1.	2.	3.	4.
<i>Employee Contribution Rate</i>	<i>Employer Contribution Rate</i>	<i>Total Combined Employee and Employer Contribution Rate for Reentry Employees</i>	<i>Portion of the Employee Contribution Rate noted in column 1 to be paid "after-tax".</i>
10%	11%	21%	0%

Contribution Rate Schedule for Employees Hired After the Effective Date of Reentry

Statewide Defined Benefit Plan - Contribution Rate Schedule

	1.	2.	3.
<i>Effective January 1 of Year</i>	<i>Minimum Mandatory Employee Contribution Rate</i>	<i>Minimum Mandatory Employer Contribution Rate</i>	<i>Total Combined Employee and Employer Contribution Rate</i>
2015	8.5%	8.0%	16.5%
2016	9.0%	8.0%	17.0%

2017	9.5%	8.0%	17.5%
2018	10.0%	8.0%	18.0%
2019	10.5%	8.0%	18.5%
2020	11.0%	8.0%	19.0%
2021	11.5%	8.0%	19.5%
2022 and thereafter	12.0%	8.0%	20.0%

All terms of the pension plan shall be set by the Board of Trustees of the current money purchase plan (for those who choose that option) or by State law (for those who choose one of the FPPA plans).

SECTION 3. No later than July 24, 2018, the Authority shall complete and sign the Resolution required by the FPPA in a manner consistent with Sections 1 and 2 of this Article.

SECTION 4. EMPLOYEE 401(A) MONEY PURCHASE PLAN.

- A. The Authority will make bi-weekly contributions to the Employee Money Purchase Plan accounts governed by the Old Hire and New Hire Pension Plan Boards of Trustees according to the plan documents for the respective plans and as determined by any requirements set forth in federal and state law for such purposes.
- B. For those Employees hired before the Effective Date and who opt to remain covered by the Money Purchase Plan, contributions will be made as a percentage contribution of base bi-weekly pay in the following amounts, as limited by IRS annual contribution limits:
1. Employer Mandatory Contribution 11%
 2. Employee Mandatory Contribution 10%
 3. Optional Employee non-tax deferred contributions, as elected by individual Employees

SECTION 5. DEFERRED COMPENSATION PLANS.

- A. Employees shall be permitted to participate in the 457 deferred compensation plans administered by the City of Fort Collins as provided in the Establishing IGA. Employees shall have the option to contribute a portion of their base salary to the 457 Plan, within federal guideline, and guidelines provided by the plan record keeper.
- B. New Hire employees will be encouraged to enroll in a 457 Plan at a minimum of three percent (3%) of base pay contribution.
- C. Deductions will be made on a bi-weekly basis and deposited into the Employee's 457 deferred

compensation plan.

- D. The Authority, in conjunction with the City of Fort Collins as the plan administrator, may make changes in the plans from time to time, and will meet and confer with the Union to discuss such actions prior to implementing any such changes.

SECTION 6. ROTH IRA CONTRIBUTIONS.

- A. Employees shall be permitted to participate in the Roth Individual Retirement Account plan(s) administered by the City of Fort Collins as provided in the Establishing IGA. Employees shall have the option to contribute a percentage portion of their base salary to the Roth IRA Plan, within federal guidelines, and guidelines provided by the plan record keeper.
- B. Deductions will be made on a bi-weekly basis and deposited into the Employee's Roth IRA account.
- C. The Authority, in conjunction with the City of Fort Collins as the plan administrator, may make changes in the plan from time to time, and will meet and confer with the Union to discuss such actions prior to implementing any such changes.

SECTION 7. RETIREMENT HEALTH SAVINGS.

- A. Employees will participate and contribute to retirement health savings (RHS) plan administered by the City of Fort Collins as provided in the Establishing IGA.
- B. The Authority shall make mandatory contributions to the plan on behalf of the Employees based on years of service to the Authority in a position covered by this Agreement in accordance with the applicable plan guidelines.
- C. The following schedule of contributions will apply on the effective date of the plan creation:

Years of Service	Employer Contribution (Percentage of bi-weekly base salary)
0 – 9.99 years	1.5% of base salary
10-19.99 years	1.75% of base salary
20 or more years	2% of base salary
For Employees hired before April 1, 1986	3.4% of base salary

- D. Employees may invest the contributions within the plan in accordance with plan guidelines and the plan's available investment options. The contributions will be placed directly into the Employee's RHS plan on behalf of the Employee in accordance with the applicable plan guidelines.

- E. The Authority, in conjunction with the City of Fort Collins as the plan administrator, may make changes in the plan from time to time, and will meet and confer with the Union to discuss such actions prior to implementing any such changes.

SECTION 8. DEATH AND DISABILITY.

- A. The Authority will pay the entire cost of the FPPA Death and Disability Benefits State mandated plan for death and disability coverage pursuant to CRS 31-31-811(4) for all eligible Employees, unless such cost is paid by the State of Colorado pursuant to the plan. These will be administered in conjunction with the City of Fort Collins Benefits Office.
- B. When Employees are no longer eligible for FPPA Death and Disability benefits because they have reached both age fifty-five (55) years and have completed twenty-five (25) years of eligible employment, the Authority will provide long-term disability insurance coverage at the Authority's expense. Such coverage will be provided in conjunction with the City of Fort Collins as the contracting agency. The Authority, in conjunction with the City of Fort Collins as the contracting agency, may make changes in the plan from time to time, and will meet and confer with the Union to discuss such actions prior to implementing any such changes.

**ARTICLE 25
Insurance**

SECTION 1. MEDICAL INSURANCE.

- A. The Authority will continue to offer Health Insurance to Employees and eligible dependents through the Health Insurance programs administered by the City of Fort Collins self-insured plans and contract group insurance agreements as provided in the Establishing IGA.
- B. The maximum full-time employee contribution for Employee only coverage is fifteen percent (15%) of the total premium and for Employee plus dependents is thirty percent (30%) of the total premium.
- C. The Authority, in conjunction with the City of Fort Collins as the insurance carrier, may make changes in the plan design from time to time, and will meet and confer with the Union to discuss such actions prior to implementing any such changes.

SECTION 2. VISION CARE INSURANCE.

- A. The Authority will continue to offer optional supplemental vision insurance to Employees and eligible dependents. Employees shall continue to be able to elect such coverage and pay one hundred percent (100%) of applicable premiums.

- B. The Authority, in conjunction with the City of Fort Collins as the insurance contracting agency, may make changes in the plan design or carrier from time to time, and will meet and confer with the Union to discuss such actions prior to implementing any such changes.

SECTION 3. DENTAL CARE INSURANCE.

- A. The Authority will continue to offer to Employees and eligible dependents a minimum of one (1) dental care plan administered by the City of Fort Collins contract group insurance agreements as provided in the Establishing IGA.
- B. The maximum full-time employee contribution for Employee only coverage is thirty percent (30%) of total premium and for Employee plus dependents is forty percent (40%) of the total premium.
- C. The Authority, in conjunction with the City of Fort Collins as the insurance contracting agency, may make changes in the plan design or carrier from time to time, and will meet and confer with the Union to discuss such actions prior to implementing any such changes.

SECTION 4. LIFE INSURANCE.

- A. The Authority will provide Employees life insurance comparable to one (1) times the annual salary of the Employee, rounded up to the nearest one-thousand dollars of annual salary, as provided in the Establishing IGA. The Authority will pay one hundred percent (100%) of the premium for such base life insurance premium.
- B. The Authority, in conjunction with the City for Fort Collins as the insurance contracting agency, may also provide additional and optional low-cost life insurance at group rates for benefits up to and equivalent of three (3) times the annual salary with a maximum of up to \$500,000. The Employee will pay all costs associated with the optional, additional life insurance.
- C. The Authority, in conjunction with the City of Fort Collins as the insurance contracting agency, may make changes in the plan design or carrier from time to time, and will meet and confer with the Union to discuss such actions prior to implementing any such changes.

SECTION 5. FAMILY ASSISTANCE PROGRAM (EAP).

- A. The Authority will provide access to the Family Assistance Program to the extent provided in the Establishing IGA. The Authority will pay one hundred percent (100%) of the costs of such program.
- B. The Authority, in conjunction with the City of Fort Collins as the program contracting agency, may make changes in the plan design or carrier from time to time, and will meet and confer with the Union to discuss such actions prior to implementing any such changes.

SECTION 6. PEER SUPPORT PROGRAM. The Authority will provide a peer support program.

SECTION 7. RETIREE HEALTH INSURANCE.

- A. If the City of Fort Collins chooses to offer a Retiree Health Insurance Program, the Authority will offer Retiree Health Insurance to Employees and eligible dependents through the Retiree Health Insurance Program administered by the City of Fort Collins at the same cost and the same benefit levels as offered to City employees.

ARTICLE 26
Line of Duty Death

SECTION 1. DEFINITION. "Line of Duty Death" shall have the same meaning as set forth in the federal Public Safety Officers' Benefits Act of 1976, and the rules promulgated by the United States Department of Justice to interpret and implement the Public Safety Officers' Benefits Act, as the Act or the rules may be amended from time to time.

SECTION 2. BENEFITS.

- A. FUNERAL EXPENSES. In the event an Employee suffers a Line of Duty Death, the Authority shall pay all funeral expenses up to a maximum of twenty thousand dollars (\$20,000.00) per Employee.
- B. ACCRUED BENEFITS. In the event an Employee suffers a Line of Duty Death, the Authority will pay to the deceased Employee's estate such Employee's accrued, unused vacation at the Employee's regular rate of pay.
- C. HEALTH INSURANCE. In the event an Employee suffers a Line of Duty Death, the Authority shall pay the full cost of the premium the Employee's surviving spouse and/or children would otherwise be required to pay under the federal Consolidated Omnibus Budget Reconciliation Act ("COBRA") to remain covered under the Authority's then-in-effect health insurance plan. The Authority will pay the premium for the period the Employee's surviving spouse and/or children are eligible for continued coverage under COBRA and the regulations promulgated by the United States Department of Labor to interpret and implement COBRA, as COBRA or the regulations may be amended from time to time, but in no event for a period greater than thirty-six (36) months.

SECTION 3. The Authority will use its best efforts to aid the family of the deceased Employee in applying for any federal or state-mandated public safety officer death benefits.

ARTICLE 27
Holidays

SECTION 1. The Authority provides eleven (11) holidays per calendar year to Employees, two (2) of which are floating holidays.

SECTION 2. NON-SHIFT PERSONNEL.

- A. Holidays compensated with paid leave for Non-Shift Personnel are the following:
- New Year's Day — January 1
 - Martin Luther King Day — third Monday in January
 - President's Day — third Monday in February
 - Memorial Day — last Monday in May
 - Independence Day — July 4
 - Labor Day — first Monday in September
 - Veteran's Day — November 11
 - Thanksgiving — fourth Thursday in November
 - Christmas — December 25
- B. Additionally, Non-Shift Personnel receive two (2) floating holidays per calendar year. Each floating holiday is eight (8) hours of paid leave. Employees should schedule to use their floating holidays in such a way that their absence will not adversely impact their program area.
- C. Designated holiday hours are intended to be used on the designated holiday. Non-Shift Personnel who work on a holiday must record actual hours worked and take the holiday time off at a later date before the end of the Leave Benefit Year. The "Leave Benefit Year" starts the first day of Pay Period 1 and ends the last day of Pay Period 26. Unused holidays (either paid leave or floating) cannot be carried over from one calendar year to the next. Personnel moved to short term forty (40) hour positions (such as modified duty) must use the holiday leave on the designated holiday unless given permission by their direct supervisor. Unused holidays must be used before returning to shift.
- D. Holidays that fall on a Saturday or Sunday will be observed the preceding or following work day, respectively.

SECTION 3. SHIFT PERSONNEL.

- A. Paid holidays for Shift Personnel are the following:
- New Year's Day — January 1
 - Martin Luther King Day — third Monday in January
 - President's Day — third Monday in February

- Memorial Day — last Monday in May
 - Independence Day — July 4
 - Labor Day — first Monday in September
 - Thanksgiving — fourth Thursday in November
 - Veteran’s Day – November 11
 - Christmas — December 25
 - Two (2) floating holidays
- B. Shift Personnel will be paid an additional eight (8) hours of straight time for each holiday during the pay period in which the holiday falls, with the exception of the two (2) floating holidays and Veteran's Day. The eight (8) hours of straight time from each of the two (2) floating holidays and Veteran's Day will be added to the Employee’s annual leave balance at the beginning of the year for a total of twenty-four (24) hours of vacation.
- C. The eight (8) hours of holiday (straight-time) pay are not counted as overtime hours for purposes of FLSA calculations.
- D. Shift Personnel on sick leave, minor emergency leave or dependent care leave will not be paid the additional eight (8) hours of straight time for the holiday itself if it is their regularly scheduled shift.

ARTICLE 28
Vacation

SECTION 1. Employees are eligible to accrue vacation leave beginning with the first day of employment.

SECTION 2. Vacation leave is accrued each pay period (every other week). Accrued vacation time may not be used until after the pay period in which it was accrued. The Authority will not advance vacation time or wages to Employees in connection with use of vacation leave. Eligible Employees cease accruing vacation leave during any period of unpaid leave or sick leave that exceeds thirty (30) consecutive calendar days.

SECTION 3. The Employee must have enough hours accrued in their carryover balance and/or enough projected accrual at the time of vacation days being picked. This includes all three (3) rounds plus any additional selections after vacation picks. The Employee may not select the potential forty-eight (48) hours of extra vacation (earned from not using sick leave or dependent care) until after the beginning of the year. Scheduling more vacation hours than available in an Employee's carryover or projected accrual at any time is a violation subject to potential discipline.

SECTION 4. Leave without pay will be charged to any Employee who takes vacation without having sufficient hours accrued to cover the hours used.

SECTION 5. VACATION SCHEDULING FOR NON-SHIFT PERSONNEL. Vacations must be scheduled and approved by the eligible Employee's supervisor. Although efforts will be made to accommodate an Employee's requests to take vacation at a specified time, supervisors must consider the needs of the Authority when evaluating vacation requests. If two (2) or more Employees request vacation at the same time and the supervisor determines that it is not feasible to grant both of the requests, the supervisor should consider such factors as who first requested the time off and who has the greatest length of service within the Authority.

SECTION 6. VACATION SCHEDULING FOR SHIFT EMPLOYEES.

- A. The order in which Shift Personnel pick vacations will be determined by seniority.
- B. The logistics for the annual vacation selections will be at the direction of the Operations Chief.
- C. There will be three (3) rounds of vacation picks. The first two (2) rounds are based on the Employee's annual accrual plus the additional twenty-four (24) hours added for holidays (two (2) floating holidays and Veterans Day). The third round is based on the Employee's additional accrued carryover.
- D. Employees will use the higher accrual rate for total annual accrual pick days if their anniversary date moves them to a higher accrual during the calendar year. Example: An Employee that will have twenty (20) years of service in June of 2017 would be allowed to pick their 2017 vacation anytime that year at the accrual and allotment rate for someone with twenty (20) years of service (11 shifts + 24 hours for holidays for accrual).
- E. The first round must be picked in complete sets. A "set" is defined as two consecutive twenty-four (24) hour shifts. The sets do not have to be picked consecutively. The Employee does not have to pick all complete sets available to them if they choose not to do so. If they do not pick their complete allotment they can use them as individual selection days in the second round. The following are the maximum number of sets an individual can take in the first round based on Annual Accrual rates as specified in Article 28, Section 9, below.

YEARS	ANNUAL ACCRUAL	ALLOTMENT
Over 20	11 shifts accrued + 24 hours for holiday =	6 sets
15-20	10 shifts accrued + 24 hours for holiday =	5 sets
10-14	9 shifts accrued + 24 hours for holiday =	5 sets
8-9	8 shifts accrued + 24 hours for holiday =	4 sets
4-7	6 shifts accrued + 24 hours for holiday =	3 sets
1-3	5 shifts accrued + 24 hours for holiday =	3 sets

- F. If the Employee does not take all of his or her allotted vacation in the first round (for example, four (4) sets allowed and only picked three (3) sets), the Employee can pick the remainder of his or her first round allotment in the second round. The second round is ONLY the days that remain from the annual allotment, not carryover balance. Employees will be able to pick these additional individual twenty-four (24) hour shifts in the second round as desired. However, there are three (3) accrual rates at which an individual will be unable to pick all of their accrued vacation in the first round based on their annual accrual. Those accrual rate groups are:

YEARS	Accrual Rate Group
15-20	One days of accrual to pick
8-9	One day of accrual to pick
4-7	One day of accrual to pick

- G. The third round will again be picked on the shift seniority list and will be based on any carryover balance plus projected accrual minus any previous selections that will be available during the next calendar year. Each Employee will have the opportunity to pick twenty-four (24) hour shifts in the third round.
- H. An example pick for an Employee in the 15-20 year accrual would be:

ROUND	PICKS
1 st Round	March 16-17 June 12-13 June 18-19 July 4-5
2 nd Round	September 4 October 6
3 rd Round	Any vacation remaining in the individual's carryover bank, if desired

- I. Employees may choose vacation shifts that include the first full set of shifts in January.
- J. The maximum amount of vacation allowed for any one shift is the equivalent of five (5) twenty-four (24) hour positions. No more vacation is available if five (5) or more Employees have taken vacation hours, in any combination of full or partial shifts, such that no more vacation hours are available that shift. (In other words, if any number of vacation hours is available, that shift is not considered "full" for vacation.) Normally, no more than five (5) Employees may be off on vacation at any one time: exceptions (related to personnel retiring or changing work assignment) are explained in this Article and also in the Authority's Personal Policies and Procedures regarding Vacation Cancellation.

- K. Vacation must be taken in accordance with the following periods:

Daytime Period	0800 to 1700 hours
Evening Period	1700 to 0800 hours
Full Shift Period	0800 to 0800 hours

- L. Vacation cancellations will follow the Authority's Personal Policies and Procedures regarding Vacation Cancellation.
- M. Shift transfers resulting from operational needs will not affect an Employee's vacation pick even if it means more than the maximum number of personnel will be off at one time. (Refer to the Authority's Personal Policies and Procedures for information on vacation leave when shift transfers are due to employee request, not operational needs.)
- N. Battalion Chief vacation selection does not count toward the maximum allowance of five (5) Employees off at the same time.

SECTION 7. VACATION EXTRA. In certain circumstances allowed in other policies there may be more than five (5) personnel off at any one time. Examples of this are Authority needed shift transfers and FMLA Leave. Employees who qualify for this leave when taking a full shift of vacation will show on the roster as a vacation selection if the entire twenty-four (24) hours of shift vacation is available. If not available as a twenty-four (24) hour vacation selection, the Employee's vacation will be designated in the staffing software with the leave code indicating vacation extra. Employees who qualify for this leave when taking a partial shift of vacation will show as regular vacation if the entire span of the partial shift is available. If the entire span of the vacation is not available, the Employee's vacation will be designated in the staffing software with the leave code indicating vacation extra.

SECTION 8. SEPARATION FROM EMPLOYMENT.

- A. All accrued but unused vacation leave is payable upon separation from employment at the rate of one (1) hour's pay (at the Employee's regular hourly rate at the time of termination) for every hour of vacation leave.
- B. When Employees submit a letter of resignation, they must designate their last day to work, if it differs from their last day of employment (retirement date). If there is a period of time between last day worked and last day of employment, the interim must be filled using vacation hours, because the Employee's work status is changed to unavailable (Vacation slots will be created for resigning Shift Personnel, regardless of whether the shift is already "full" for vacation). The Employee is also not allowed to use time trades, work time trades or work overtime during the interim period between separation and the last day on the payroll. The last day of employment

(including retirement) may not extend beyond the first day of the month following the last day of work; therefore any accrued but unused vacation time remaining on the books on the first day of the month following the last day of work will be payable at the rate described in paragraph A above and in accordance with the Authority's payroll payout and rollover options, as administered by the City.

SECTION 9. VACATION ACCRUAL.

- A. Personnel may carry over vacation from one year to the next. The amount carried over can be equal to (but not greater than) twice the amount accrued in one (1) year, based on the maximum amounts specified in this policy. The cutoff date for determining carryover vacation hours will follow the City's "Leave Benefit Year", which is the period beginning on the next day following the end of the last pay period fully within a calendar year and ending on the last day of the last period paid fully within a calendar year. For example, the Leave Benefit Year in 2021 runs from December 14, 2020 through December 26, 2021. Therefore, the cutoff date for vacation carryover in 2021 will be December 26. Any vacation leave balance that exceeds the carryover limit after that date will be forfeited. Notice of the cutoff date shall be provided to Employees prior to the first round vacation picks.
- B. The following are maximum accrual amounts:

Shift Personnel

Time of Service From Date of Hire (Yr/Mo)	Annual Shift Accrual	Biweekly Accrual Hours	Maximum Carryover Hours
0-1 yr (0-12 mo)	5	4.62	240
2 yr (13-24 mo)	5	4.62	240
3 yr (25-36 mo)	5	4.62	240
4 yr (37-48 mo)	6	5.54	288
5 yr (49-60 mo)	6	5.54	288
6 yr (61-72 mo)	6	5.54	288
7 yr (73-84 mo)	6	5.54	288
8 yr (85-96 mo)	8	7.38	384
9 yr (97-108 mo)	8	7.38	384

10 yr (109-120 mo)	9	8.31	432
11 yr (121-132 mo)	9	8.31	432
12 yr (133-144 mo)	9	8.31	432
13 yr (145-156 mo)	9	8.31	432
14 yr (157-168 mo)	9	8.31	432
15 yr (169-180 mo)	10	9.23	483
16 yr (181-192 mo)	10	9.23	483
17 yr (193-204 mo)	10	9.23	483
18 yr (205-216 mo)	10	9.23	483
19 yr (217-228 mo)	10	9.23	483
20 yr (229-240 mo)	10	9.23	483
Over 20 yr (241-plus mo)	11	10.15	528

Non-Shift Personnel

Time of Service From Date Of Hire (Yr/Mo)	Annual Day Accrual	Biweekly Accrual Hours	Maximum Carryover Hours
0-1 yr (0-12 mo)	10.73	3.30	172
2 yr (13-24 mo)	10.73	3.30	172
3 yr (25-36 mo)	10.73	3.30	172
4 yr (37-48 mo)	12.87	3.96	206
5 yr (49-60 mo)	12.87	3.96	206
6 yr (61-72 mo)	12.87	3.96	206
7 yr (73-84 mo)	12.87	3.96	206
8 yr (85-96 mo)	17.13	5.27	274
9 yr (97-108 mo)	17.13	5.27	274
10 yr (109-120 mo)	19.31	5.94	309
11 yr (121-132 mo)	19.31	5.94	309
12 yr (133-144 mo)	19.31	5.94	309
13 yr (145-156 mo)	19.31	5.94	309
14 yr (157-168 mo)	19.31	5.94	309

15 yr (169-180 mo)	21.42	6.59	343
16 yr (181-192 mo)	21.42	6.59	343
17 yr (193-204 mo)	21.42	6.59	343
18 yr (205-216 mo)	21.42	6.59	343
19 yr (217-228 mo)	21.42	6.59	343
20 yr (229-240 mo)	21.42	6.59	343
Over 20 yr (241-plus mo)	23.56	7.25	377

ARTICLE 29
Sick Leave

SECTION 1. Sick leave refers to non-work-related injuries or illnesses, which are not covered by Workers' Compensation.

SECTION 2. Sick leave can be used for non-work-related injury, illness and/or disability, and pregnancy related illness for female Employees. Non-Shift Personnel may also use sick leave for medical examinations or treatment. Shift Personnel may not use sick leave for a medical appointment; vacation, time trades or minor emergency leave are available for use by Shift Personnel for medical examinations or treatment.

SECTION 3. In any twenty-four (24) month period, the maximum amount of sick leave available for Employees includes the following:

- A. Non-Shift Personnel — 720 hours (90 days)
- B. Shift Personnel — 1,008 hours (42 shifts)
- C. Non-shift Introductory Employees — 240 hours (30 days)
- D. Shift Introductory Employees — 360 hours (15 shifts)

SECTION 4. Sick leave will not be granted to Employees until after the first thirty (30) calendar days of employment with the Authority.

SECTION 5. Sick leave does not count as hours worked for purposes of FLSA overtime calculations.

ARTICLE 30

Minor Emergency Leave, Dependent Care Leave, Emergency Leave and Leave Related to Child Birth

SECTION 1. MINOR EMERGENCY LEAVE.

- A. Minor emergency leave is time off from work due to an urgent personal matter when vacation is not available during the shift or work day, and the leave does not qualify for emergency leave. "Urgent personal matter" means any of the following situations or other situations of similar magnitude:
1. Household emergency, such as:
 - a. Sewer line break.
 - b. Furnace inoperative during cold weather.
 - c. Major water leak.
 2. Severe weather events making it impossible for the Employee to report to work.
 3. Emergency legal matters that can only be dealt with by the Employee.
 4. Family non-medical crisis.
 5. Childcare emergency when both primary and back-up childcare plans have failed.
 6. Urgent personal business that cannot be delayed until time off work.
 7. Funerals for other than a family member as defined in this Article 30.
 8. A scheduled surgery or medical procedure for a non-life threatening condition of a family member that does not require the assistance of the Employee.
- B. The Authority may grant up to forty-eight (48) hours annually for both Shift Personnel and Non-Shift Personnel as minor emergency leave.
- C. All requests must be approved by a Battalion Chief or above, and justification from the Employee will be required. Supervisors may require verification of the need for minor emergency leave.
- D. Minor emergency leave will be granted regardless of staffing, but must be taken in blocks of not less than four hours for Shift Personnel.
- E. Minor emergency leave will be deducted from the Employee's vacation balance.
- F. Minor emergency leave does not count as hours worked for purposes of FLSA overtime.

SECTION 2. DEPENDENT CARE LEAVE.

- A. Dependent-Care Leave is time off work to care for an ill or injured family member, or when receiving a foster or adoptive child (“Dependent Care Matter”). A “Dependent Care Matter” means any of the following situations or other situations of similar magnitude:
1. When an Employee’s family member requires the assistance of the Employee due to illness/injury not requiring hospitalization or treatment at a hospital emergency room.
 2. When an Employee’s family member requires the assistance of the Employee to attend medical appointments.
 3. When an Employee’s family member has a non-life threatening condition requiring a planned medical surgery or medical procedure not requiring twenty-four (24) hours of hospitalization.
 4. When the Employee receives a foster child.
 5. When the Employee adopts a child.
- B. Employees may be granted Dependent-Care Leave of up to forty (40) hours for Non-Shift Personnel or forty-eight (48) hours for Shift Personnel per calendar year. Dependent-Care Leave will be granted regardless of staffing, but must be taken in blocks of not less than four hours for Shift Personnel.
- C. A “family member” for purposes of this Article means the Employee's child, spouse, civil union partner, sibling, parent, grandparent or grandchild, including natural, step, in-law and foster relatives, whether or not those relatives are living in the Employee's home. “Family member” also includes any other relative of the Employee (in addition to those listed in the previous sentence) as long as that other relative actually lives in the Employee's home. “Family member” also includes domestic partners, which is defined as two people, both of whom are age eighteen (18) or older, neither of whom is married nor related by blood in a manner that would bar their marriage in the State of Colorado; who have a relationship of mutual support, caring and commitment, and each is the other's sole domestic partner.
- D. All requests must be approved by a Battalion Chief or above, and justification from the Employee will be required. Supervisors may require verification of the need for Dependent-Care Leave.
- E. Dependent-Care Leave does not count as hours worked for purposes of FLSA overtime.

SECTION 3. DEPENDENT-CARE LEAVE FOR ADOPTION. For purposes of adoption, one hundred sixty (160) hours of dependent-care leave for Non-Shift Personnel or two hundred twenty-four (224) hours for Shift

Personnel may be available when the Employee adopts a child. Introductory Employees are not eligible for dependent-care leave for adoption.

SECTION 4. EMERGENCY LEAVE.

- A. An Employee may be granted Emergency Leave, up to forty (40) work hours for Non-Shift Personnel or seventy-two (72) work hours for Shift Personnel, in the event a family member dies or enters into Hospice Care.
- B. An Employee may be granted Emergency Leave, up to eight (8) hours for Non-Shift Personnel or twenty-four (24) hours for Shift Personnel, in the event a family member experiences an immediate medical emergency.
- C. A medical emergency is defined as a serious injury/illness or disability which requires immediate medical care by a physician or other health care practitioner, and a hospital stay of a minimum of eight (8) hours.
- D. All requests must be approved by an on-duty Battalion Chief or above, and justification from the Employee will be required. Supervisors may require verification of the need for emergency leave. In cases of unusual circumstances, a longer period of time may be granted by a Division Chief or above.
- E. Emergency leave does not count as hours worked for purposes of FLSA overtime.

SECTION 5. LEAVES RELATED TO CHILD BIRTH.

- A. When an Employee's spouse or partner is giving birth, the Employee will be granted emergency leave of any work hours during the initial seventy-two (72) calendar hours. The seventy-two (72) hours begins when one of the following occurs:
 - 1. The Employee leaves work to be present with their spouse or partner for the labor and/or delivery of the child.
 - 2. The Employee's spouse or partner begins receiving care from a medical professional and/or mid-wife for the labor and/or birth of a child and the Employee is present.
 - 3. When the birth occurs prior to receiving care from a health professional and/or mid-wife.
 - 4. When the Employee takes the spouse or partner to a medical facility for the purpose of a cesarean section or to induce labor.
- B. If the spouse or partner of an Employee is released from the care of a health professional or mid-

wife due to false labor, emergency leave will end. The Employee must then return to work or take another available and appropriate leave.

- C. Once the seventy-two (72) calendar hours have expired, the Employee may take other applicable leaves such as Dependent-Care Leave and/or Vacation.

ARTICLE 31

Conversion of Unused Sick Leave/Dependent Care Leave

SECTION 1. SHIFT PERSONNEL. If no sick leave or dependent-care leave is used during a calendar year, the following year the Employee will receive an additional forty-eight (48) hours of vacation. If twenty-four (24) hours or less of sick leave/dependent-care leave is used, the Employee will receive twenty-four (24) hours of extra vacation the following year. If the Employee uses more than twenty-four (24) hours of sick leave/dependent-care leave, the Employee will not receive additional vacation hours.

SECTION 2. SHIFT PERSONNEL—NEW HIRE. For Shift Personnel hired in the previous year, or prior to January 5 in the current year, the above Section 1 will apply. Shift Personnel hired between January 5 and July 1 in the current year who do not use any sick leave or dependent-care leave will receive an additional twenty-four (24) hours of vacation next year. Shift Personnel hired after July 1 of the current year will not receive any additional vacation next year.

SECTION 3. NON-SHIFT PERSONNEL. If no sick leave/dependent-care leave is used during a calendar year, the following year the non-shift Employee will receive an additional sixteen (16) hours of vacation. If eight (8) hours or less of sick leave/dependent-care leave is used, the Employee will receive eight (8) hours of extra vacation the following year. If the Employee uses more than eight (8) hours of sick leave, the Employee will not receive any additional vacation hours.

SECTION 4. NON-SHIFT PERSONNEL – NEW HIRES. For Non-Shift Personnel hired the previous year, or hired prior to January 5 in the current year, the above Section 3 will apply. Non-Shift Personnel hired between January 5 and July 1 of the current year who do not use any sick leave or dependent-care leave will receive an additional eight (8) hours of vacation. Non-Shift Personnel hired after July 1 of the current year will not receive any additional vacation the following year.

SECTION 5. FAMILY AND MEDICAL LEAVE EXCEPTION. Using sick leave or dependent-care leave concurrently with Family and Medical Leave will not disqualify an Employee from the additional vacation hours outlined in this Article.

ARTICLE 32

Military Leave

SECTION 1. All Employees are eligible to take unpaid military leave for active duty or active/inactive duty training if they are members of the reserves or enlisted in any branch of the United States Armed Forces

or are members of the National Guard of any state in the United States.

SECTION 2. Employees are provided with paid leave for a maximum of one hundred and twenty (120) hours (15 work days) for Non-Shift Personnel and one hundred sixty-eight (168) hours (seven shifts) for Shift Personnel in a calendar year for active duty or active/inactive duty training, with the National Guard, Reserves or any branch of the U.S. Armed Forces.

SECTION 3. BENEFITS.

- A. After the first thirty (30) continuous calendar days of unpaid leave for active military service, health insurance for covered Employees and dependents will terminate. After coverage terminates, the Employee may elect to continue coverage at his or her own expense.
- B. Employees who are reinstated after completing active duty, or active/inactive duty training will be eligible for immediate coverage under any applicable health-insurance plans existing at the time without a waiting period.
- C. Participation for the Employee in any 401(a) defined contribution plan will continue during periods of military leave, and such leave will not constitute a break in service, so long as the Employee complies with requirements for reinstatement after completing active duty, or active/inactive duty training. During military leave, the Employee's accounts will remain active and subject to fund transfers, changes in beneficiaries and other changes.
- D. The life and disability insurance plans sponsored by the Authority will continue for any Employee covered at the time he or she is called to active or inactive duty training. For Employees called to active duty, only life insurance coverage will continue. These plans may contain limitations on coverage for death and disabilities which occur during a declared or undeclared war.

SECTION 4. LUMP-SUM PAYMENT FOR EXTENDED MILITARY LEAVE.

- A. After the first thirty (30) days of unpaid leave for active military service and providing the Employee has exhausted all accrued vacation leave, military leave and minor emergency leave, if applicable, an Employee on military leave shall be paid a lump-sum amount of \$500.00, less withholdings and deductions. An Employee shall only be eligible for this payment once in any twelve (12) month period. Multiple active duty activations within a twelve (12) month period shall not entitle an Employee to more than one payment within that twelve (12) month period. An Employee is eligible for an additional payment if the extended military leave lasts longer than twelve (12) consecutive months. This payment shall not be considered to be paid leave and therefore will not extend the coverage
- B. After exhausting the fifteen (15) days or seven (7) shifts (as described above) of paid military leave, an Employee may use accrued vacation time, time trades and/or take leave without pay

for active duty, or active/inactive duty training, with the National Guard, Reserves or any branch of the U.S. Armed Forces. If no vacation is available for a shift employee and he or she is unable to secure a time trade, the Employee may use minor emergency leave; minor emergency leave may also be utilized by Non-Shift Personnel who serve in the military. (The maximum time off allowed per calendar year for minor emergency leave is forty-eight (48) hours per Employee.)

ARTICLE 33
Judicial Leave

SECTION 1. JURY DUTY.

- A. Employees will be granted judicial leave with pay when performing jury duty in any municipal, county, state or federal court, or before an administrative tribunal, or otherwise required by law to be a witness. Judicial leave will be granted to an Employee for travel time to court, time at court and travel time back to the station or office. The amount of pay will be the difference between jury duty pay and the Employee's regular wages. The Employee must provide payroll with a statement showing the amount of pay received from the court.

- B. This is not considered hours worked for purposes of FLSA overtime calculations.

SECTION 2. WITNESS DUTY—NOT WORK-RELATED.

- A. Employees will be paid during time they are subpoenaed or otherwise required by law to appear as a witness in any matter that, in the discretion of the supervisor, is not directly related to the Employee's essential job functions, up to a maximum of two (2) working days in any twelve (12) month period. Any further time that an Employee is required to appear as a witness is unpaid unless the Employee chooses to use accrued paid leave time.

- B. This is not considered hours worked for purposes of FLSA overtime calculations.

SECTION 3. WORK-RELATED COURT APPEARANCE.

- A. Employees must turn in any subpoenas to Authority Human Resources and Policy Administrator and Community Safety and Service Assistant Fire Marshall Investigator immediately when received.

- B. Employees required to appear in court while off-duty to testify in cases relating to Authority business will report off-roster overtime for travel time and court time. (Shift Personnel use the Authority Intranet overtime form; 40-hour personnel report overtime using the electronic scheduling system). If the Employee is not needed after arriving at court, he or she should report a minimum of one (1) hour of off-roster overtime.

- C. If the work-related court appearance occurs during a shift Employee's regularly scheduled working hours, the Employee's status will be considered Special Assignment — Working (SA-W).
- D. Court appearances for Authority-related matters are counted as hours worked for purposes of FLSA overtime.
- E. Any exceptions must have prior written approval of the Division Chief or Fire Chief.

SECTION 4. PERSONAL LEGAL MATTERS. Employees who need to tend to personal, non-work-related legal matters may not use judicial leave; other available types of leave, such as vacation, minor emergency leave or time trades, must be used.

SECTION 5. NOTICE TO EMPLOYEE'S SUPERVISOR. Employees who are called to serve on a jury or subpoenaed or otherwise required by law to appear as a witness must notify their supervisor immediately to arrange for the absence. Employees serving on jury duty or appearing as a witness must periodically inform their supervisor of the anticipated length of duty. When Employees have completed jury duty, they must provide their supervisor with a report from the court confirming the dates of attendance for jury duty.

ARTICLE 34 **Voting Leave**

SECTION 1. On Election Day, full-time Employees and on-duty shift Employees are allowed a maximum of two (2) hours in which to vote. However, personnel are encouraged to vote prior to reporting to work.

SECTION 2. Time off must be taken on an Election Day between the time of opening and closing of the polls using the leave code Special Assignment- not working.

SECTION 3. Employees who wish to take time off to vote must inform their supervisor prior to Election Day. If an Employee requests voting time off, the supervisor may specify which hours may be used.

ARTICLE 35 **Unpaid Leave**

SECTION 1. Upon approval of the Fire Chief, an Employee may be granted leave without pay for a specified period of time not to exceed one (1) year. Any such approval of leave will be in writing and will constitute an agreement between the Employee and the Authority, and will in no way guarantee the Employee a job at the completion of the leave of absence.

SECTION 2. The Authority may grant this leave as long as doing so creates no hardship on it, and as long as the Authority desires to retain the Employee. Any such leave should be requested well in advance. Failure to return from any such leave by the designated return date will be considered a resignation.

SECTION 3. Upon return from such a leave, the Employee will assume a position agreed upon with the Authority prior to the leave.

SECTION 4. Periods of leave without pay in excess of thirty (30) calendar days will not be considered for purposes of vacation or sick leave credit, service credit toward level increases, completion of an introductory period or any other benefits normally available to the Employee. The Employee will also lose all other benefits such as holiday pay, insurance, etc., for the duration of the leave. Health and life-insurance benefits may be continued at the Employee's expense in accordance with applicable laws or if prior arrangements have been made.

ARTICLE 36

Work-Related Injury Leave

SECTION 1. An Employee who suffers a work-related injury, illness or exposure will be granted leave with full pay for a maximum of six (6) months if the injury, illness or exposure is sufficiently severe to prevent working. If the Employee is still medically unable to return to work after six (6) months then the Fire Chief, depending on the nature of the injury, illness or exposure, may grant the use of sick leave or vacation, provided the sick leave provisions have been met. Eligibility for a leave extension requires conformance with all Workers' Compensation regulations.

SECTION 2. Employees on injury leave will be required to work in a modified duty position if approved by the designated medical provider. The designated medical provider must specify on the Physician's Report of Worker's Compensation Injury form the Employee's capacity for modified duty and a designated length of time for modified duty.

SECTION 3. All Employees are covered under the Colorado Department of Labor's Wage Continuation Program and full wages, benefits and seniority continue to accrue during injury leave. Injury leave counts as hours worked for purposes of FLSA overtime reporting.

SECTION 4. Employees are required to successfully complete the Return to Duty Evaluation as described in Article 38, if they have been on sick leave or injury leave for four (4) or more consecutive shifts (Shift Personnel) or ten (10) or more consecutive workdays (Non-Shift Personnel).

ARTICLE 37

Modified Duty

SECTION 1. MODIFIED DUTY-GENERAL.

- A. The purpose of modified duty is to allow Employees who are temporarily unable to perform all the essential functions of their job to continue working on a modified basis until their condition improves and they are able to return to regular duty.

- B. "Modified duty" means that one or more essential functions of the Employee's job are changed by the Authority, consistent with the recommendations of the Employee's healthcare provider.
- C. It is the Employee's responsibility to ensure that any medical information required by the Authority is provided promptly upon request, including follow-up information, satisfactory clarification and updates. Modified duty may be denied or canceled, and the Employee may be subject to disciplinary action, for failure to undergo a medical examination or provide requested information.

SECTION 2. ON DUTY INJURY OR ILLNESS. Employees with an on-the-job injury will be required to work a modified duty position, if approved by the healthcare provider. The Authority-designated Workers' Compensation physician provides to the Authority a Physician's Report of Workers' Compensation Injury form stating the Employee's restrictions while on modified duty and an estimated length of time for modified duty. Employees will start modified duty as soon as possible after approved to do so.

SECTION 3. OFF DUTY INJURY OR ILLNESS.

- A. Employees with an off-duty injury or illness may request modified duty. In cases of non-work-related injury or illness that may require the Employee to be gone four (4) or more consecutive shifts, the Employee must give written notification on or before four (4) consecutive shifts of sick leave are used, expressing their interest in a modified duty assignment to the Health and Safety Officer or designee. An exception to this four (4) shift deadline may be made by the Division Chief in cases of serious injury/illness in which an Employee is unable to make a request for modified duty.
- B. The requesting Employee will be placed in a modified duty position, if such a position is available based on the organizational needs of the Authority. The healthcare provider must provide documentation to the Authority stating the Employee's restrictions while on modified duty and an estimated length of time for modified duty. Transfers for beginning or ending a modified duty assignment will occur only at the beginning of a pay period. The Employee will start modified duty as soon as possible after the Employee is approved by a healthcare provider and by the Authority.

SECTION 4. LENGTH OF MODIFIED DUTY. A modified duty assignment is normally limited to a maximum of six (6) months from the date the Employee was injured or no longer able to perform their assigned duties. However, for an Employee who has not yet reached maximum medical improvement (MMI) with work restrictions but has an anticipated MMI with no work restrictions (per physician) within the next six (6) months may apply to the Fire Chief or designee to extend modified duty for up to a total of twelve (12) months. The decision whether to grant or deny the extension request is at the discretion of the Fire Chief or designee. All such decisions shall not be arbitrary and capricious. Employees that have a modified duty assignment due to a work restriction beyond twelve (12) months may request a leave of absence, be reassigned and reclassified to a vacant position currently available within the Authority, seek applicable

retirement options, or be terminated from employment.

SECTION 5. Employees who are on modified duty are required to complete the Return to Duty evaluation as described in Article 38 before returning to regular duty.

ARTICLE 38

Return to Duty

SECTION 1. Employees who may be required to perform fire-suppression duties are required to successfully complete a Return to Duty Evaluation if they have been on sick leave or injury leave for five (5) or more consecutive shifts (Shift Personnel) or ten (10) or more consecutive workdays (Non-Shift Personnel).

SECTION 2. Proctors for the evaluation may be the Health and Safety Battalion Chief, the Authority Safety Officer, Authority training staff, members of the Fitness Committee, or others designated by the Health and Safety Battalion Chief. Two (2) proctors will be utilized for an evaluation.

SECTION 3. With successful completion of the return to duty evaluation, Employees being evaluated will be asked, based on their performance, if they feel they are ready to return to duty. Employees are expected to fairly evaluate their own condition as it relates to being able to return to duty. An affirmative answer is required to pass.

SECTION 4. Employees who fail to complete any portion of the evaluation, including the self-evaluation in Section 3, will be required to remain off-line under the appropriate leave. Employees injured due to a non-Workers' Compensation event must contact the Authority-designated occupational health provider for further evaluation and treatment; employees injured due to a Workers' Compensation event must contact the Authority's designated Workers' Compensation physician for further evaluation and treatment.

SECTION 5. If an Employee is unable to successfully complete the Return to Duty Evaluation after being determined to be at Maximum Medical Improvement (MMI) by the Authority's designated Occupational Health Provider, or workers compensation physician, the Employee may request a leave of absence, be reassigned and reclassified to a vacant position currently available within the Authority, seek applicable retirement options, or be terminated from employment.

ARTICLE 39

Fitness Testing

SECTION 1. FULL FITNESS TESTING.

- A. The Authority will contract with a qualified health and fitness professional to conduct full fitness/medical evaluations for all Employees on a rotation ranging from one (1) to three (3) years. Rotations are based on high risk personnel scheduled every year, moderate risk personnel every

two (2) years and low risk personnel every three (3) years. The fitness evaluation shall be a nationally recognized standardized test based on applicable NFPA standards. The fitness professional will be responsible for determining an exercise “prescription” program if necessary.

- B. The Authority’s designated medical provider for Worker Compensation will be utilized to serve as an Authority physician based on applicable NFPA standards.

SECTION 2. ANNUAL FITNESS EVALUATION.

- A. Annual fitness evaluations shall be conducted using Authority Peer Fitness Trainers (PFT) using the components of the IAFF/IAFC Wellness-Fitness Initiative (WFI).
- B. PFTs are able to provide Employees who request assistance in raising their level of fitness with an individualized exercise program. A PFT also provides counseling with dietary and nutritional needs for Employees who request it.
- C. All fitness evaluations will be conducted during normal working hours. Should a shift Employee not be able to participate at the time his or her company is scheduled, it will be re-scheduled at a time convenient for the PFTs and the other members of his/her company. Employees working forty (40) hour rotational positions will be responsible for scheduling their evaluations with a PFT.

SECTION 3. EMPLOYEES REMOVED FROM DUTY. Employees removed from duty based on the opinion of the Authority’s health and fitness professional will be evaluated by an Authority physician. If it is determined the Employee has a health problem that requires him/her to be taken off-line, the Employee’s work status will be changed to Sick Leave, and procedures related to Sick Leave will be followed. Modified Duty may also be available.

SECTION 4. REHABILITATION.

- A. If an Authority physician determines an Employee may be placed on modified duty or removed from duty, the Authority may place the Employee in a supervised rehabilitation program or require any additional treatment necessary to correct the condition.
- B. After completing the supervised program or receiving treatment, an Authority physician may recommend the Employee continue modified duty, be re-evaluated by the Authority’s health and fitness professional, or be returned to normal duties.

SECTION 5. DISABILITY.

- A. The rehabilitation period of time is normally limited to a maximum of six (6) months from the date the Employee was no longer able to perform their assigned duties. However, for an Employee who has not yet been released without work restrictions but has an anticipated release with no

work restrictions (per physician) within the next six (6) months may apply to the Fire Chief or designee to extend their rehabilitation time for up to a total of twelve (12) months. The decision whether to grant or deny the extension request is at the discretion of the Fire Chief or designee, but may not be exercised in an arbitrary or capricious fashion.

- B. Should it be determined by the Authority that an Employee cannot be rehabilitated within a reasonable period of time (not exceeding twelve (12) months) to a level of fitness required to perform the essential functions of his or her job, that Employee may request a leave of absence, be reassigned and reclassified to a vacant position currently available within the Authority, seek applicable retirement options, or be terminated from employment.

ARTICLE 40

Illegal Drug and Alcohol Testing; Substance Abuse Treatment

SECTION 1. DEFINITION. “Illegal drug(s)” means any substance that is illegal in the United States under any federal or Colorado law, or any substance defined as a controlled substance in C.R.S. §12-22-303, *et seq.* or the Controlled Substances Act, 21 U.S.C. §801, *et seq.*, and the federal regulations interpreting and implementing the Controlled Substances Act, which is being possessed, sold or used illegally. Marijuana and its derivatives are a controlled substance and illegal under federal law, and constitute an “illegal drug”.

SECTION 2. TESTING.

- A. The Authority shall not conduct random or “across the board” blood and/or urinalysis testing of all Employees for the purpose of detecting the presence of alcohol or an illegal drug(s) in an Employee’s system. Random drug testing will be conducted for Employees in positions, or who perform duties, which require a Commercial Driver’s License (CDL) as a qualification for their position. These tests will be conducted in accordance with requirements of the US Department of Transportation.
- B. When a supervisor reasonably suspects that an Employee may have alcohol and/or an illegal drug in his or her system during working time, the supervisor will immediately and as confidentially as possible remove the Employee from any potentially dangerous situation (such as prohibiting the Employee from driving or operating equipment). The supervisor will then immediately consult with the next level of supervision in order to reach a conclusion as to whether or not sufficient identifiable facts exist which would lead a reasonable person to suspect that the Employee had alcohol and/or an illegal drug in his or her system during working hours. If, from the facts known to the supervisors at the time, the conclusion is reached that the Employee had alcohol and/or an illegal drug in his or her system during working hours, the supervisor will arrange for testing as soon as feasible once approval has been obtained from the Division Chief or Fire Chief. Any such testing will be done only after the following conditions have been met:

- 1. The Employee’s supervisor is or has been made aware of a possible problem and has

documented, in writing, observed job performance deficiencies and any other documentable information that may assist the Division Chief or Fire Chief in review of the facts. The supervisor has the responsibility to investigate any allegations brought to his/her attention.

2. The Division Chief or Fire Chief has been informed and provided with such documentation and, after a review of all available information, decided there are reasonable grounds to believe the Employee has in his/her system alcohol or an illegal drug.
- C. An Employee shall be subject to testing for alcohol and/or illegal drugs if he/she is operating an Authority apparatus or vehicle, or is operating a personal vehicle while engaged in Authority duties or activities, and is involved in an accident where one or more of the following occurs:
1. An individual dies;
 2. An individual suffers a bodily injury and immediately receives medical treatment away from the scene of an accident;
 3. Any apparatus or vehicle involved in the accident incurs disabling damage and is transported away from the scene by a tow truck or other vehicle. "Disabling damage" is damage which prevents an apparatus or vehicle from leaving the scene of the accident in its usual manner, in daylight, after simple repairs. This includes an apparatus or vehicle that could be driven but would be damaged further if driven. It does not include:
 - a. Damage that can be remedied temporarily at the scene of the accident without special tools or parts.
 - b. Tire disablement without other damage, even if no spare tire is available.
 - c. Headlight or taillight damage.
 - d. Damage to turn signals, horn, or windshield wipers which make them inoperative.

An Employee subject to such testing will be allowed to return to duty, including operating an Authority vehicle, unless the supervisor reasonably suspects that the Employee may have alcohol and/or an illegal drug in his or her system. In such cases, Section 2, B. above will be followed.

SECTION 3. SUBSTANCE ABUSE TREATMENT.

- A. An Employee who for the first time while employed with the Authority (1) tests positive for alcohol and/or an illegal drug(s) pursuant to Section 2, above, or (2) has his/her job performance adversely affected by substance abuse, will, in lieu of termination, be permitted to undergo an evaluation and join a recognized treatment program (if deemed appropriate by the evaluation).

- B. Prior to an Employee's treatment, the Authority and the Employee will enter into an agreement detailing the conditions of the Employee's return to work. This agreement will be a "last chance" agreement; any further positive test will lead to termination. The Authority will cover the cost of testing and any other costs that are outlined in the agreement.
- C. Periodic reports will be submitted to the Authority on the Employee's progress. The Employee will be granted administrative leave to attend any required meetings. Failure to submit to rehabilitation testing, when required, or to complete any treatment program as prescribed may be grounds for dismissal or other disciplinary action.
- D. The Authority reserves the right to require an Employee to take a leave of absence from employment, pending evaluation and treatment at any time when the Employee's ability to perform the essential functions of his/her job appears to be affected by an illegal drug or alcohol abuse problem.
- E. Nothing in this Section 3 shall relieve the Employee of disciplinary action under Article 53 if the circumstances under which the substance abuse performance deficiencies or the positive test occurred result would constitute just cause for discipline.
- F. The above Subsections A through D apply only to Employees who have completed the original introductory period. Further, the provisions of Subsections A through D are expressly subject to the requirements of federal and state law, such as the Americans with Disabilities Act (ADA) and the Family and Medical Leave Act (FMLA), and shall be deemed mutually amended by the Parties to the extent necessary to comply with such laws.

ARTICLE 41
Hours of Work

SECTION 1. SHIFT PERSONNEL.

- A. The normal workweek shall not be more than fifty-six (56) hours per average workweek.
- B. The Authority's shift schedule will consist of two (2) consecutive twenty-four hour shifts followed by four (4) consecutive days off duty. The schedule will be considered a 48/96 schedule. All scheduled twenty-four (24) hours shifts will be treated as working shifts.
- C. A typical work period is as follows: X=work day, O=off day:
XXOOOXXOOOXXOOOXXOOOXXOOO and so on. Shift Personnel work an average of fifty-six (56) hours per week or one hundred twelve (112) hours per two (2) week pay period.
- D. The starting time for determining a twenty-four (24) hour shift shall be 8:00 a.m. of each calendar

day.

SECTION 2. NON-SHIFT PERSONNEL.

- A. The normal workweek for Non-Shift Personnel shall be forty (40) hours based on a Monday through Sunday (7) day schedule ending 08:00 Monday.
- B. Non-Shift Personnel shall have the option to work a flex schedule subject to approval of supervisor or Division Chief.

ARTICLE 42

Maximum Consecutive Work Hours

SECTION 1. Shift Personnel shall not work more than three (3) consecutive twenty-four (24) hour shifts.

SECTION 2. In instances where three (3) consecutive shifts are worked, the Employee must be off-duty twelve (12) hours prior to the consecutive shifts and twenty-four (24) hours following the consecutive shifts before working again.

SECTION 3. If an Employee works three (3) consecutive twenty-four (24) hour shifts, they must remove their future sign-up for overtime to ensure a twenty-four (24) hour break.

SECTION 4. EXCEPTIONS.

- A. At the end of three (3) consecutive twenty-four (24) hour shifts, there will be allowance for holdovers of up to two (2) additional hours if staffing is needed.
- B. If on a call at the end of a seventy-two (72) hour shift, Employees can finish this call and complete required paperwork.
- C. Employees on deployments (i.e.: USAR, Wildland, etc.), will follow deployment guidelines (whether state or federal) for maximum hours worked.

ARTICLE 43

Minimum Staffing

SECTION 1. The staffing on fire apparatus is critical to the safety of Employees and their ability to protect citizens. In recognition of these facts, it is the Authority's intent to maintain current minimum staffing practices as follows:

- A. Engine:
1 Captain or Acting Captain

1 Driver Operator or Acting Driver Operator. An Acting Driver Operator shall only be permitted to act at his/her assigned station and will not be permitted to be an Acting Driver Operator while roving to another station.

1 Firefighter

B. Truck or Support apparatus:

1 Captain or Acting Captain

1 Truck Driver Operator

2 Firefighters

C. Safety Officer Unit:

1 Captain

D. Bureau 1 Unit:

1 Firefighter or Captain with Bureau Designation

SECTION 2. Hazmat Apparatus shall have at least two (2) Authority personnel who possess HazMat Tech Certification, and at least one of such personnel must possess full HazMat Tech Certification as defined in the most current Hazardous Materials Response Plan. The other Authority member may possess a partial HazMat Tech Certification as defined in the most current Hazardous Materials Response Plan.

SECTION 3. The Authority commits to use its best efforts to maintain the staffing practices identified in Section 1, Subparagraphs A – C, and Section 2, of this Article during the term of this Agreement.

SECTION 4. If the Authority intends to reduce staffing levels set forth in Subsection A – C of Section 1 for ninety (90) days or longer, the Union will be notified forty-five (45) days in advance and consulted.

ARTICLE 44

Bidding for Station/Apparatus/Shift Assignments

SECTION 1. SENIORITY FOR BIDDING ON STATION/APPARATUS/SHIFT ASSIGNMENTS. Article 12 (Seniority) of this Agreement shall apply in determining seniority for the purpose of bidding on station/apparatus/shift assignments under this Article. Notwithstanding the foregoing, if the Authority changes tech rating requirements at any time, the tech rating requirements will be given priority over seniority; however seniority will govern when bidding Employees have the same tech rating qualifications.

SECTION 2. BI-ANNUAL BIDDING.

A. Shift Personnel shall bid for station and apparatus assignments in every odd numbered year (e.g. 2019, 2021, etc.). The Authority staff shall have complete discretion in assigning shifts. The shift assignments will be announced prior to the bidding process, giving at least one FLSA cycle to be

completed, and prior to commencing the vacation pick process set forth in Article 28 of this Agreement. All new bidded assignments will start in the first pay period of the following year.

- B. The bidding process will utilize a system whereby the results of the bidding will be available in real time on a website.
- C. The bidding order of ranks shall be as follows:
 - 1. Captain; then
 - 2. Driver/Operator; then,
 - 3. Firefighters.

SECTION 3. SPECIAL SITUATIONS - SHIFT/STATION ASSIGNMENT OUT-OF-CYCLE

- A. Introductory Employee Assignment. Authority staff will place Introductory Employees at appropriate station(s). If an Introductory Employee is placed at a station that is full, then the least senior Employee in the Firefighter or Driver/Operator rank will be re-assigned as determined by Authority staff.
- B. Forty (40) Hour Rotational Positions - Shift Assignment. Employees coming out of a forty (40) hour position, regardless whether they have completed the full assignment or not, shall be assigned to the open position vacated by the individual moving into the forty (40) hour position.
- C. Forty (40) Hour Special Assignment. Employees coming out of a forty (40) hour special assignment will be assigned a position as determined by Authority staff.
- D. Bureau 1. When an Employee completes his/her assignment at Bureau 1 the Authority staff will determine the shift to which he/she will be assigned. The Employee will be assigned to any position that needs to be filled based on minimum staffing. If there is no vacancy, then they can pick an open position at any station on the assigned shift. Such Employees do not have the ability to bump other Employees. Employees who do not complete their Bureau 1 assignment will be placed by Authority staff.
- E. Safety 1. When an Employee completes his/her assignment at Safety 1, she/he can pick any positions that needs to be filled based on minimum staffing on the shift with the vacancy. Such Employees do not have the ability to bump other Employees. Employees who do not complete a Safety 1 assignment will be placed by Authority staff.
- F. Mid-Cycle Vacancy Due to Retirement or Other Events. If a vacancy opens due to retirement or other events that results in an opening in mid-cycle which is not covered by any other provision in this Article, the following procedures will be used to fill the vacancy:
 - 1. Firefighter/Driver Operator Vacancy at a Roving Station. The position will remain open until the next regular bid cycle, unless the Fire Chief determines the position needs to be filled for operational or administrative purposes.
 - 2. Shift Transfer Requests. Any shift transfer requests that have been submitted to the Division Chief of Operations prior to the bidding for a minimum staffing or Captain position will be considered after the bidding process is completed and prior to filling the opening

created by the bid. The Operations Chief may deny or grant a shift transfer request in his/her discretion.

3. Minimum Staffing Vacancy.
 - a. If a retirement or other unexpected circumstances creates a Firefighter or Driver Operator opening which needs to be filled in order to maintain the minimum staffing set forth in Article 43, the position will open for bidding across all shifts. The bidding period will begin on the date the position becomes vacant on the Authority's roster/shift scheduling software (currently Telestaff) and will continue for nine (9) calendar days of the position becoming vacant. If no Employee bids for the position, then the opening will be filled by the least senior Employee on the affected shift qualified for the position that does not affect minimum staffing. The opening created by the Driver Operator or Firefighter awarded the bid will be filled by the least senior non- Introductory Employee in the rank on the affected shift that does not affect minimum staffing; provided, that if there are pending shift transfers, the vacancy may be filled with a shift transfer in the discretion of the Operations Chief.
 - b. To start the bidding window, the Authority will send out an email and page notification. At the end of the full ninth day, the Employee with the most seniority and technical qualifications to fill the vacancy will be awarded the bid. The bidding period begins at midnight after the email and page notifications are sent out. The bidding period closes at midnight on the ninth full calendar day thereafter.
4. Captain Vacancy. In the case of Captain position vacancies, Captains will separately bid the first position vacancy. The bidding will be open across all shifts. The bidding period will begin on the date the position becomes vacant on the Authority's roster/shift scheduling software (currently Telestaff) and will continue for nine (9) calendar days. At the end of the full ninth day, the Captain with the most seniority and technical qualifications across all shifts will be awarded the bid. The second position vacancy will be filled by the newly promoted Captain; provided, that if there are pending shift transfers, the vacancy may be filled with a shift transfer in the discretion of the Operations Chief. If no Captain bids for the first position or is not qualified for the position, then the opening will be filled by the newly promoted qualified Captain. If the newly promoted Captain is not qualified, then the least senior qualified Captain on the affected shift will be awarded the bid. To start the bidding window, the Authority will send out an email and page notification. The bidding period begins at midnight after the email and page notifications are sent out. The bidding period closes at midnight on the ninth full calendar day thereafter.
5. Extended Leave/Injury/FMLA Leave. A vacancy created by extended leave may be temporarily filled by rovers and/or rovers created by probationary Firefighters on the affected shift. These positions will be filled by seniority, based on the affected rank and applicable tech rating.

SECTION 4. FIRE CHIEF HAS FINAL AUTHORITY TO ESTABLISH STATION/APPARATUS/SHIFT ASSIGNMENTS. Notwithstanding anything in this Article to the contrary, the Fire Chief has the final authority in determining all station/apparatus/shift assignments and may assign any Employee to any

station/apparatus/shift he/she deems appropriate to best meet the needs of the Authority.

ARTICLE 45

Transferring Between Fifty-Six (56) and Forty (40) Hour Schedules

SECTION 1. LEAVE BALANCE AND ACCRUAL.

- A. When Shift Personnel switch from a fifty-six (56) hour schedule to a forty (40) hour schedule (rotational, special assignment, sick/injury leave, etc.), and the Authority has executed a Personnel Action form ("Forty Hour Schedule"), their vacation hours will be converted to the equivalent number of days of vacation upon transfer. Vacation hours earned at the fifty-six (56) hour rate will be multiplied by a factor of .714 to ensure that the same number of vacation days are available to the Employee. The biweekly vacation accrual rate will also change to the appropriate forty (40) hour accrual rate.
- B. When a shift Employee moves to a Forty Hour Schedule, the maximum number of vacation hours he or she will be allowed to carry over at the beginning of a calendar year will be the forty-hour (40) cumulative total as specified in Article 28 (Vacation).
- C. When a shift Employee switches from a Forty Hour Schedule to a fifty-six (56) hour shift schedule and the Authority has executed a Personnel Action form ("Fifty-Six Hour Schedule"), his/her vacation hours will be converted to the equivalent number of days of vacation upon transfer. Vacation hours earned at the forty-hour (40) hour rate will be multiplied by a factor of 1.4 to ensure that the same number of vacation days are available to the Employee. The biweekly vacation accrual rate will also change to the appropriate fifty-six (56) hour accrual rate.
- D. When an Employee returns to a Fifty-Six Hour Schedule from a Forty Hour Schedule, if he/she has any floating holiday hours, the Employee may either convert the floating holiday balance to vacation or take it as time off (use it as a holiday) before going to Fifty-Six Hour Schedule.
- E. If an Employee on a Forty Hour Schedule returns to Fifty-Six Hour Schedule prior to Veterans Day (November 11), the Employee may either convert the holiday leave to eight (8) hours of vacation or take it as time off before going to the Fifty-Six Hour Schedule. If an Employee on a Fifty-Six Hour Schedule moves to a Forty Hour Schedule prior to Veterans Day, the Employee must either work or take vacation November 11.
- F. Beginning with the first pay period in the Forty Hour Schedule, an Employee's dependent care leave, minor emergency leave and military leave will be converted from their fifty-six (56) hour totals to equivalent forty (40) hour totals.

SECTION 2. SICK LEAVE/DEPENDENT CARE LEAVE CONVERTED TO VACATION HOURS. If an Employee in a Forty Hour Schedule specified in this Article is eligible to receive additional vacation for unused sick leave

or dependent care leave, he or she will receive vacation hours equivalent to the number of days earned, prorated from the fifty-six (56) hour rate to the forty (40) hour rate. During the other years in the Forty Hour Schedule, the Employee, if eligible, will receive vacation hours using forty (40) hour sick leave/dependent care leave conversion.

SECTION 3. PAY SCHEDULE. While in a Forty Hour Schedule, Firefighters will be moved to forty (40) hour Firefighter pay, and Captains who have completed their introductory period will receive forty (40) hour Captain A pay, as designated in the Authority annual pay plan. Captains assigned to a Forty Hour Schedule during their introductory period will be moved to the forty (40) hour Captain B pay as designated in the annual pay plan.

ARTICLE 46

Time Trades

SECTION 1. Time trades are a privilege granted by the Authority to Shift Personnel only.

SECTION 2. All time trades must be voluntary.

SECTION 3. The Employee regularly assigned to the on-duty shift will be ultimately responsible for seeing that his/her position is covered when a time trade is scheduled. If no one shows up to cover the shift (or portion of shift), the Employee regularly scheduled to be on-duty will be charged leave without pay if he or she is unable to make other arrangements to cover the position.

ARTICLE 47

Off Roster and Special Events Work

SECTION 1. Authority administrative staff will schedule off roster and special event work. Off roster and special event work may include, but is not limited to, serving as an Emergency Medical Technician at special functions such as concerts and sporting events, or providing fire watch/protection at public or private events, controlled burns or other high-risk fire danger scenes.

SECTION 2. Reimbursable events are paid at a rate of 1.5. Non-reimbursable events are paid straight time hourly rate plus FLSA time if applicable. Employees will be paid a two (2) hour minimum if they report for an event that has been canceled without prior knowledge of the cancellation.

SECTION 3. Employees are not allowed to volunteer their off-duty time to perform services that other Authority Employees would get paid to do by the Authority as off-roster work. Any Employee who volunteers, solicits or accepts sole rights to any off-duty, paid, job related outside employment that would normally be routed among the Employees will be removed from the list of eligible Employees. In some instances, the scheduled hours will not be the same as the actual hours worked. Employees will be paid for the actual hours worked, which include travel time to and from the fire station where equipment is picked up. The contracting organization will be billed for actual time worked.

SECTION 4. After completion of the off roster and special event work, Employees must submit their time using the Overtime Form available on the Authority Intranet.

ARTICLE 48
Off-Duty Outside Employment

SECTION 1. An Employee may hold a job(s) outside the organization as long as it does not create a conflict of interest with the Authority job or interfere with the performance of the Employee's Authority position. An Employee engaged in outside activities, whether compensated or not, involving public safety or fire protection, is required to submit an Outside Employment Request Form and receive permission from the Fire Chief to participate in these activities or employment.

SECTION 2. Any injury or illness resulting from outside employment will not be covered by the Authority's Workers' Compensation insurance. Medical insurance coverage will be available within the limitations of the insurance policy and sick leave will be available as provided in Article 29 (Sick Leave).

ARTICLE 49
Volunteer Activities

SECTION 1. Employees may volunteer their time to provide Firefighter/EMT services to non-profit entities in the community for civic, charitable or humanitarian purposes during non-duty times. Such volunteer activities are entirely at the discretion of the Employee; the Authority does not have an expectation that Employees should provide volunteer services. Employees are not allowed to volunteer their off-duty time to perform services that other Authority Employees would get paid to do by the Authority as off-roster and special event work.

SECTION 2. The Employee shall not be paid by the Authority for the volunteer services rendered to or for the non-profit entity and the Employee will not be eligible for Authority-sponsored Workers' Compensation coverage, the protections of the Colorado Governmental Immunity Act, or any other benefits that the Employee would be eligible for if he/she was on duty as an Authority Employee. The Employee will be solely responsible for determining what, if any, benefits and protections are provided to the Employee by the organization for which the Employee is volunteering.

SECTION 3. Employees are not allowed to volunteer their off-duty time to the Authority to perform the same services that they otherwise get paid to do by the Authority during their on-duty time, including off-roster and special events work. The volunteer activities that are allowed as described above are for non-profit entities separate and apart from the Authority.

ARTICLE 50
Promotions

SECTION 1. PROMOTIONAL TESTING REQUIREMENTS.

- A. CAPTAINS. Minimum requirements to test for Captain are: 1) working for at least three years for the Authority; 2) Authority-approved Fire Officer I designation; 3) Firefighter II certification; and, 4) be at the A-level of pay.
- B. BATTALION CHIEF. Minimum requirements to test for Battalion Chief are: 1) two (2) years working as a Captain for the Authority; 2) Authority-approved Fire Officer II designation; and, 3) be at A-level of pay.

ARTICLE 51
Uniforms

SECTION 1. SHIFT PERSONNEL. Except for socks, belts, underwear and sleeping apparel, the Authority shall furnish all uniforms, protective clothing and protective devices required by the Authority in the performance of the duties of Shift Personnel.

SECTION 2. NON-SHIFT PERSONNEL. Non-shift Personnel shall receive an annual uniform allowance of \$490, prorated based on the number of pay periods in which the Employee works in a non-shift position.

SECTION 3. UNIFORM PINS AND DECALS. The Authority agrees to allow a reasonably sized insignia of the International Association of Fire Fighters to be worn on uniforms and helmets.

ARTICLE 52
Mileage reimbursement

SECTION 1. The Authority will pay mileage to any Employee reporting for duty who is then sent to another station(s) to meet minimum staffing needs. Mileage will be paid beginning when the Employee roves from the first assignment to the next station (and all ensuing stations that shift if applicable) through the conclusion of the shift or work assignment.

SECTION 2. Rovers are discouraged from leaving their personal protective equipment in their personal vehicle or taking it home. The Authority will pay rovers mileage from their final assignment to the Authority facility of their choice to drop off PPE; the Authority also will pay rovers the mileage from the Authority facility where they stored their PPE to the station where they begin their next shift assignment.

SECTION 3. During multiple-alarm callout, if an Employee needs to pick up PPE at an Authority facility, the Authority will reimburse mileage from the Authority facility to their directed location, and then back to the Authority facility if the Employee drops off PPE at the end of the callout.

SECTION 4. The Authority will also reimburse mileage for any Employee doing approved Authority business in a personal vehicle.

SECTION 5. Mileage will be paid at the current City of Fort Collins per-mile rate. Employees are responsible for completing the Mileage Reimbursement Form on the Authority Intranet site. Mileage should be completed and submitted within thirty (30) calendar days of occurrence, unless extenuating circumstances exist. Non-Shift Personnel are responsible for entering their mileage directly into scheduling software and completing a Mileage Reimbursement Form during the current pay period.

SECTION 6. Distances for calculation are as follows:

Rover Mileage Between Facilities

From	Destination												
	Sta 1	Sta 2	Sta 3	Sta 4	Sta 5	Sta 6	Sta 7	Sta 8	Sta 10	Sta 12	Sta 13	Sta 14	Admin
Sta 1		2.0	2.0	4.5	5.0	3.5	7.0	8.8	4.5	3.0	5.0	8.0	0.5
Sta 2	2.0		3.0	3.0	8.0	5.0	5.0	10.7	6.5	5.0	3.0	10.0	2.5
Sta 3	2.0	3.0		3.0	3.5	5.0	8.0	8.5	3.5	5.0	6.0	6.0	2.5
Sta 4	4.5	3.0	3.0		4.5	7.0	7.0	9.5	4.5	7.0	4.5	8.0	4.5
Sta 5	5.0	8.0	3.5	4.5		8.0	12.0	5.2	3.5	8.5	8.5	3.5	5.5
Sta 6	3.5	5.0	5.0	7.0	8.0		9.0	6.8	3.5	4.5	8.5	6.0	4.0
Sta 7	7.0	5.0	8.0	7.0	12.0	9.0		15.3	10.5	4.0	3.0	14.0	6.5
Sta 8	8.8	10.7	8.5	9.5	5.2	6.8	15.3		5.0	11.4	13.3	5.4	9.2
Sta10	4.5	6.5	3.5	4.5	3.5	3.5	10.5	5.0		7.5	9.0	3.5	5.0
Sta 12	3.0	5.0	5.0	7.0	8.5	4.5	4.0	11.4	7.5		5.0	11.0	2.5
Sta 13	5.0	3.0	6.0	4.5	8.5	8.5	3.0	13.3	9.0	5.0		12.5	4.0
Sta 14	8.0	10.0	6.0	8.0	3.5	6.0	14.0	5.4	3.5	11.0	12.5		8.5
Admin	0.5	2.5	2.5	4.5	5.5	4.0	6.5	9.2	5.0	2.5	4.0	8.5	

**ARTICLE 53
Discipline**

SECTION 1. GENERAL.

A. The purpose of discipline is to change an Employee's behavior so the individual becomes more

effective within the organization. The Authority and the Union believe in a progressive disciplinary approach. This progressive disciplinary approach focuses on communicating an expectation of change in a positive way while, at the same time, maintaining concern for the seriousness of the situation. In determining the appropriate type of discipline, the Authority will consider previous actions for similar issues, the Employee's record and the impact on the Authority. Based on the seriousness of the issue, past employment history or other pertinent factors, the Authority may take more serious action, such as demotion or termination. Disciplinary action will not be taken until it has been established, through the proper investigative procedures, an offense occurred that can warrant discipline.

B. Discipline under this Article may only be imposed for just cause. "Just cause" includes the following forms of misconduct:

1. Repeated absenteeism, tardiness or abuse of leave.
2. Job abandonment (unreported absences of one shift or more for Shift Personnel or three days or more for Non-Shift Personnel).
3. Failing to call in on time to let the supervisor know the Employee will be absent or late.
4. Quitting work early.
5. Not paying attention to work.
6. Violating a safety or health rule or practice.
7. Poor job performance.
8. Failure to modify outside employment or personal business that interferes with Authority job performance.
9. Conduct or language that is abusive, threatening, obscene or likely to incite violence or retaliation.
10. Using, consuming, possessing, having in the body or distributing alcohol or controlled substances during working time or while operating an Authority vehicle, City vehicle or any other vehicle for Authority-related business.
11. Using, consuming, possessing, or distributing marijuana or its derivatives during working time or while operating an Authority vehicle, City vehicle or any other vehicle for Authority-related business, or having in the body marijuana or its derivatives at any time, regardless of whether their use is permitted under Colorado law.
12. Use of tobacco products, including smoking materials and smokeless tobacco products, within Authority facilities or on Authority property.
13. Neglect of duty.
14. Insubordination or refusing to comply with a directive or assignment (unless it endangers health and safety of the Employee or others).
15. Conduct that threatens the safety or causes harm to the Employee or others.
16. Use of Authority position for personal gain or benefit of friends or acquaintances.
17. Using or permitting the use of Authority - or City-owned vehicles, equipment, materials or property for personal use or for other than their intended purpose.
18. Demonstrated (documented) incompetence, inattention to duties or wastefulness in the

- performance of job duties.
19. Theft of Authority property.
 20. Intentional destruction, loss or abuse of Authority property.
 21. Intentional falsification, unauthorized use or destruction of Authority records, reports or other data or information belonging to the Authority.
 22. Commission of a felony or any crime involving moral turpitude while employed by the Authority, as established by a formal conviction or by clear and convincing evidence. For the purposes of this section, “clear and convincing evidence” means that measure or degree of proof which will produce in the mind of one who tries facts, a firm belief or conviction as to allegations sought to be established; it is intermediate, being more than a mere preponderance of the evidence but not to the extent of such certainty as is required beyond a reasonable doubt in criminal cases.
 23. Harassment or discrimination based upon race, color, national origin, ancestry, religion, creed, gender, sex, pregnancy, sexual preference or orientation, transgender status, marital status, military status, age, disability, genetic information, or membership or other status in any other group protected by federal or state law.
 24. Practicing medicine without a license/certification.
 25. Operating an Authority vehicle, City vehicle or any other vehicle for Authority-related business without a valid driver’s license.
 26. Failure to maintain required certifications, licenses or other job-related qualifications.
 27. Accepting gifts or gratuities from people doing business with the Authority that exceed the prescribed limits in “Conflict of Interest” of the Authority’s Rules.
 28. Displaying sexually explicit materials on Authority property or in an Authority vehicle without a valid, work-related purpose. Sexually explicit materials means any pictures, drawings, electronic reproductions or other visual reproductions depicting the genitalia, sexual acts or images that could reasonably be construed as conveying a sexually erotic theme.
 29. Violation of any Authority Rule.
 30. Behavior or actions that bring discredit to the Authority.

Employees may be disciplined or terminated for conduct different from or in addition to the types of misconduct discussed above.

SECTION 2. SUPERVISOR INVESTIGATION.

- A. The supervisor investigation should be an early attempt to investigate Employee misconduct, particularly if the conduct being investigated is considered less severe. By talking with the Employee and possibly other Employees or citizens involved, the supervisor should determine appropriateness of the behavior. This type of investigation should be an attempt to correct the conduct of the Employee and thus avoid further investigation and discipline.
- B. Upon completion of the supervisor investigation, the supervisor will provide a summary to the appropriate Division Head and to the Employee who was the subject of the investigation. If, due

to the findings of the investigation, an oral warning was given or no action was taken, the investigation summary will not be placed in the Employee's personnel file.

SECTION 3. ADMINISTRATIVE INVESTIGATION.

- A. Administrative investigations inquire into and gather information regarding suspected violations of the Authority's Rules, or practice or law, or other instances of suspected inappropriate conduct in order to make a determination about what has occurred. Such an investigation may be conducted at the discretion of the Fire Chief or Division Chief. The Authority legal counsel and Authority Human Resources and Policy Administrator will provide advice as to the procedures for such investigations and the lawfulness of methods to be used, such as searches, tests or examinations.
- B. The Division Head or Fire Chief will assign an Authority Chief Officer, Captain or Authority Human Resources and Policy Administrator to conduct and/or coordinate the investigation. This individual may use outside investigators to assist with the investigation as needed. Any outside person assigned to assist with the administrative investigation will be an impartial investigator with experience, background and knowledge pertinent to the issues under investigation. In cases involving allegation of harassment that may result in major discipline based on the initial review of the incident(s), an outside investigator will be engaged to conduct a complete investigation.
- C. The Authority Chief Officer, Captain or Authority Human Resources and Policy Administrator assigned to conduct an administrative investigation may use any lawful methods to determine whether any Employee has engaged in inappropriate conduct, or a violation of an Authority Rule, practice or law, including investigative methods such as personal interviews, review of documents or other items, arrest or conviction records, tests and examinations, and other means as appropriate.
- D. When an interview is conducted as a part of a formal administrative investigation, the investigator will electronically-record the interview or produce a written transcript, making a copy of the complete recording or transcript available to the Employee being interviewed.
- E. The use of the polygraph in conjunction with any investigation will be in compliance with the polygraph subsection of the Authority's Rules. The use of drug testing will be in accordance with Article 40.
- F. Investigations may include interviews, electronic messages, written statements or other methods appropriate to the incident. To the extent possible, without affecting the integrity of the investigation, the investigator will make reasonable effort to conduct investigatory interviews in a private location and in such a manner as to avoid making generally known the identity of individuals being interviewed. The investigator will also attempt to ensure that any potential accuser or possible victim of an Employee's alleged misconduct will not be in the vicinity of any

interviews related to the accusations or allegations.

SECTION 4. EMPLOYEE REPRESENTATIVE AT AN ADMINISTRATIVE INVESTIGATORY INTERVIEW. If the Employee who is the subject of an administrative investigatory interview reasonably believes the investigation will result in disciplinary action, the Employee has the right to request a Bargaining Unit Member of his/her choosing to be present to provide advice or assistance to the Employee, including attempting to clarify the facts or suggest other employees who may have knowledge of them, but will not speak on behalf of the Employee or in any way interfere with the conduct of the interview. The Authority may, if it wishes, advise the Employee that it will not proceed with the interview unless the Employee is willing to enter the interview unaccompanied by his/her representative. The Employee may then choose to participate in the interview without a representative or refuse to participate in the interview. An Employee shall not be considered to be acting in an uncooperative manner by invoking his/her right to have an Employee representative present.

SECTION 5. COOPERATION IS MANDATORY.

- A. Whether or not they are the subject of the investigation, Employees are required to cooperate with any lawful, authorized investigation and investigators, including the reasonable search of personal property located on Authority property, work sites or facilities. Employees will be advised in writing of this required cooperation and what rights they do have in conjunction with any administrative investigation. Authority offices, desks, lockers, file cabinets, bookshelves, computers, electronic mail, voice mail, documents, books, equipment and the contents of those things, at all times remain Authority property. Employees should not have any expectation of privacy in any such things or their contents, including personal property located upon Authority property. Such personal property will include such items as electronic devices, whether Authority owned or personally owned (phones, smartphones, smartwatches, tablets, and any other similar electronic device).
- B. Refusal to cooperate with an investigation may lead to disciplinary action, up to and including termination of employment. Because Employees are required to cooperate as a condition of their continued employment, no statements made by an Employee in an administrative interview can be used against that Employee in any ongoing or subsequent criminal investigation or prosecution.

SECTION 6. USE OF ADMINISTRATIVE LEAVE

- A. Any Employee, regardless of category of employment, may be required by the Authority to go on paid administrative leave at any time, with or without cause or prior notice, at the sole discretion of the Authority. Circumstances under which such a leave may occur include, but are not limited to, the following:
 - 1. To make inquiries into or investigate a work-related matter.

2. To remove the Employee from the workplace pending a pre-deprivation hearing or other disciplinary decision.
 3. To protect the Employee.
 4. To protect the public.
 5. To protect other Authority employees or property in the workplace.
 6. To further any other work-related or business-related purpose.
- B. The Division Chief or Fire Chief may grant or require administrative leave for an indefinite period of time. The Battalion Chief or supervisor may grant or require up to three (3) shifts of administrative leave for Shift Personnel or five (5) days for Non-Shift Personnel. The Captain or Acting Captain or first-line supervisor may grant or require the use of administrative leave for the remainder of a shift or work day, and the Captain, Acting Captain or first-line supervisor must immediately notify his/her Battalion Chief of this action.
- C. An Employee who is the subject of an administrative investigation will be formally notified by a supervisor, Battalion Chief, Division Head, or the Authority's Human Resources and Policy Administrator of placement on administrative leave as soon as practical after such a decision has been made, unless such notice would compromise evidence in the investigation, or if such notice would pose a danger to the Authority or the public, as determined by a Division Chief or Human Resources and Policy Administrator. The Employee will be notified either in person, by phone call or in writing prior to being placed on "AL" in the scheduling software. Oral notification will be followed by a written notification, either via electronic mail or written copy. The Employee will be notified of the reason for the placement on administrative leave, so long as the notice provided will not compromise the integrity of the investigation.
- D. An Employee placed on paid administrative leave must remain available during normal business hours for call-back work or have approval from a Division Head to be unavailable on scheduled leave.
- E. The use of administrative leave during an investigation should be limited to the amount of time needed to make inquiries or investigate the matter, or to protect the Employee, the public, other employees or property. The Employee will be provided an estimated completion date for the end of an administrative investigation. Notice of any changes in the expected completion date of an investigation will be provided as they occur.
- F. Administrative leave with pay is not considered disciplinary action, nor is it a sign that the Employee has been found to be guilty of offenses warranting discipline.

SECTION 7. TYPES OF DISCIPLINARY ACTION.

- A. For Introductory Employees, continued employment is at the mutual consent of the Employee and the Authority. Accordingly, either the Employee or the Authority may terminate the

employment relationship at will, with or without cause at any time and without following any process of discipline or warnings. Nevertheless, in some cases, the Authority may, at its discretion, use forms of discipline that are less severe than termination.

- B. Disciplinary action may take various forms, ranging from oral or written reprimands to suspension, demotion and/or termination of employment. Generally, disciplinary measures begin with a less-severe action and become increasingly severe if new offenses occur. In some cases, however, even in the absence of prior disciplinary action, a particular offense may be so serious in nature as to warrant suspension, demotion or termination, without prior, progressive discipline.
- C. The above disciplinary action is classified into two general types, minor and major, which are set forth in Sections 7 and 8, below.

SECTION 8. MINOR DISCIPLINE.

- A. Minor disciplinary action is appropriate for offenses less egregious in nature and is to be the first step(s) in a progression of discipline, if further discipline is eventually warranted.
- B. Minor discipline consists of an oral warning and counseling session, or a written warning.
- C. Details on minor discipline include the following:
 - 1. Oral warning and counseling session - An oral warning is the least severe disciplinary action. Such a warning will describe for the Employee the details of the offense, why it is a problem, the required corrective action and the consequences should the offense be repeated. The supervisor will retain a written record of the oral warning. The Employee will be notified that an oral warning is a step in the disciplinary process.
 - 2. Written warning - A written warning must inform the Employee of the violation, the required corrective action and the consequences should the Employee repeat the violation. The Employee should sign the written warning, acknowledging receipt and understanding. A copy of the written warning is provided to the Employee and a copy placed in the Employee's personnel file.

SECTION 9. MAJOR DISCIPLINE.

- A. Major disciplinary action is considered appropriate when an Employee repeatedly violates Authority conduct expectations, or if an offense is so egregious as to warrant immediate reduction in pay within a pay grade, suspension, demotion or termination, even in the absence of prior discipline. If an Employee receives both major and minor discipline for the same underlying incident, all disciplinary action will be treated through the major discipline appeal process.

- B. Major discipline consists of reduction in pay within a pay grade, suspension without pay, involuntary transfer to a position in a lower pay grade, demotion, termination and removal of name from promotional eligibility list for disciplinary reasons.
- C. Details regarding types of major disciplinary action include the following:
 - 1. Suspension. A suspension is a period of time without pay and most frequently occurs if the Employee has failed to take corrective action in response to a written warning. However, a suspension may be the initial disciplinary action for more serious violations. The suspension will be in writing and will state the reason for and length of suspension.
 - 2. Involuntary transfer to a position in a lower pay grade. An involuntary transfer to a position in a lower pay grade may occur when the Authority deems it necessary to implement an organizational change or restructure. While not intended to be disciplinary in nature, the effect upon the Employee can be substantial. This action is listed in this disciplinary section only for the purpose of affording eligible Employees the opportunity for review as described hereafter.
 - 3. Reduction in pay within a pay grade. A reduction in pay within a pay grade results from loss of state certification or tech rating, or for performance deficiencies or disciplinary reasons.
 - 4. Demotion. A demotion is an involuntary change to a position in a lower pay grade based on unsatisfactory performance, or corrective or disciplinary action. A Division Chief may demote an Employee for such time as necessary to improve job performance or acquire necessary job qualifications. The duration of such demotion may be either definite or indefinite, as dictated by circumstances. An Employee demoted for an indefinite period may progress within the appropriate pay range like any other Employee, based upon job performance.
 - 5. Termination. Termination is dismissing the Employee from employment with the Authority and is the action taken for severe or uncorrected offenses. A Division Head may impose termination.

SECTION 10. PRE-DEPRIVATION HEARING PROCEDURE.

- A. GENERAL. Employees will be provided notice and an opportunity to be heard prior to the imposition of major discipline, as defined above. Introductory Employees are not provided notice and an opportunity to be heard prior to the imposition of major discipline.
- B. WRITTEN NOTICE.
 - 1. The supervisor recommending the major discipline will provide to the Employee written notice that contains the following information:

- a. A description of the performance problem or conduct, including an investigatory summary, leading to the pre-deprivation hearing and proposed disciplinary action.
 - b. Related background information, such as previous disciplinary actions.
 - c. Type of discipline or action being considered.
 - d. Notice that the Employee may waive his/her right to the pre-deprivation hearing.
 - e. Notice that the Employee may have an attorney and one other representative at the hearing.
 - f. Signature line for the Employee to acknowledge receipt of the notice.
- C. HEARING. Unless waived by the Employee, a pre-deprivation hearing before a Battalion Chief or a Division Chief as designated by a Division Chief will be held to provide the Employee the opportunity to be heard and present information concerning the proposed discipline or action and any other information related to the original incident. The Employee may have an attorney and/or one Bargaining Unit Member of his/her choosing present to provide advice or assistance. The role of the attorney or Bargaining Unit Member will be to provide advice or assistance to the Employee consistent with Section 4, above, but will not include speaking on behalf of the Employee or in any way interfering with the conduct of the hearing. The hearing typically will be recorded (audio and/or video) and may include other Authority representatives, such as supervisors, the Authority's Human Resources and Policy Administrator, and attorneys. The hearing will be held as soon as practicable after the completion of any administrative investigation. The Division Chief will make a reasonable effort to set the hearing for a time that is convenient to the Employee.
- D. DECISION.
1. A decision whether to impose discipline and if so, what type, will be made by the Division Chief after the hearing and within a reasonable time period, as determined by the Division Chief and communicated to the Employee. A reasonable extension may be granted if agreed upon by both parties.
 2. The Employee will be informed in writing of any decisions and what actions are expected of him or her to comply with the decision. The Employee also will be advised of his/her right to a grievance or appeal of the disciplinary action. If the Employee waived the hearing, the decisions will be based upon the original notice described above in "Written Notice," the administrative investigation and the Employee's personnel record.

ARTICLE 54

Disciplinary Grievances and Appeals; Issue Resolution Process

SECTION 1. GENERAL.

- A. Employees who have completed their new-hire introductory period, and only those Employees, are eligible to use the grievance and appeal process set forth in this Article 54. The use of this grievance and appeal process will serve as the “name clearing” hearing function for the protection of any liberty interests that may be impacted as a result of discipline or other adverse actions.
- B. Introductory Employees are eligible to use the issue resolution process described in Subsection 11 of this Article 54.
- C. Failure by an Employee to follow the procedures described in this Article 54 may terminate a grievance, an appeal or the issue resolution process.

SECTION 2. ACTIONS SUBJECT TO THE GRIEVANCE PROCESS. An eligible Employee may submit a grievance regarding any of the following actions or topics that affect that Employee:

- A. Minor disciplinary action taken against the Employee; or
- B. Conditions of work; work relationships; performance-level changes; performance evaluations; or, management interpretation or application of policies, rules, regulations, procedures or directives, but not a dispute regarding the interpretation or alleged violation of this Agreement, which shall be handled through the contract dispute resolution procedures set forth in Article 14.

SECTION 3. ACTIONS SUBJECT TO THE APPEAL PROCESS. An eligible Employee may appeal any major disciplinary action taken against the Employee.

SECTION 4. FILING A GRIEVANCE/APPEAL.

- A. In filing a grievance/appeal, the Employee should state specifically the action being grieved or appealed, provide a description of the incident from the Employee’s perspective (including people involved, dates, times and relevant facts), state why the Employee feels the grievance or appeal is justified, and state the remedy sought by defining the action he/she believes should be taken if the grievance or appeal is upheld.
- B. Employees may choose up to two (2) people to accompany them to any grievance or appeal meeting or hearing: one (1) person of their own choosing from within or outside Authority to assist them during any stage of the grievance or appeal procedure, and a representative of the Union. Provided, however, that regardless of whom the Employee chooses to bring to such meetings, a representative of the Union shall have the right to be present at any grievance

proceeding not involving a minor disciplinary action and which deals with management interpretation and application of policies, rules, regulations or directives insofar as these matters may have wider implications on the Bargaining Unit.

- C. If the Employee does not agree with the findings in any step of the grievance or appeal procedure and requests that the process continue to the next level, the Employee should provide in writing the specific reasons the grievance or appeal should continue.

SECTION 5. GRIEVANCE PROCEDURE.

- A. Before the Employee files a grievance as outlined below, the Employee should consider approaching his/her supervisor and informally attempting to correct the problem. Such an informal attempt to resolve a grievance is especially recommended in cases of disputes related to working conditions or management interpretation or application of policies, rules, regulations, procedures or directives, which may lend themselves to informal resolution. Appeals of major discipline are not to be handled through this process but are addressed in Section 6 below. To file a formal grievance, the Employee must follow these steps:
 1. A grievance is to be filed within fifteen (15) regular working days of the incident that is the subject of the grievance or within fifteen (15) regular working days of when an Employee should have reasonably have known about the underlying incident. "Regular working days" is defined as Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding recognized holidays, and other administrative office closures which may occur for operational needs. A written complaint must be filed with a Division Chief and a copy sent to the supervisor and the Authority's Human Resources and Policy Administrator. If a Division Chief made the decision that is being grieved, the Employee must proceed to step 3, below.
 2. Within ten (10) regular working days after filing of the written grievance, the Division Chief will meet with the Employee to discuss the complaint. The Division Chief will present written findings to the Employee and the Authority's Human Resources and Policy Administrator within ten (10) regular working days after this meeting, unless additional time is needed for an investigation and such extension is agreed upon by both parties.
 3. If the Employee wants to continue the grievance after receipt of the initial written findings, or if no response has been received from the Division Chief, or if the grievance relates to a decision made by a Division Chief per subparagraph 1 above, the Employee may submit the grievance to the Fire Chief by notifying in writing the Authority's Human Resources and Policy Administrator. Such notice must be submitted within ten (10) regular working days of the Employee's receipt of the written findings or of the action taken by the Division Chief as noted above.
 4. Within five (5) regular working days of receipt of written notice, the Fire Chief, Division Chief

or the Authority's Human Resources and Policy Administrator will assign the grievance to an investigator. The investigator may be someone within the Authority organization or a person not affiliated with the Authority. The investigator's role is that of a neutral party, to act as a fact finder and to advise the Fire Chief. The investigator will utilize people with the appropriate technical expertise to assist in the fact finding when needed. The technical expertise will be identified to the Employee and his/her representative(s). If the Employee wants a specific person to be assigned as investigator, the Employee should make that known to the Authority's Human Resources and Policy Administrator and the Fire Chief. In the event the Employee and the Authority's Human Resources and Policy Administrator do not agree on the selection of an investigator, the Fire Chief will make the final decision. If the grievance is against an action taken by the Authority's Human Resources and Policy Administrator, the Fire Chief will assign the role of investigator to someone outside the Authority's Human Resources and Policy Office.

5. Upon receipt of the grievance, the investigator has fifteen (15) regular working days in which to research, discuss the grievance with all parties and make a written report and recommendation to the Fire Chief. Copies of the investigator's report also will be forwarded to the Employee, the Employee's representative(s) (if any), the affected Division Chief, the Authority's Human Resources and Policy Administrator and the Authority's legal counsel.
6. Within ten (10) regular working days of the Fire Chief's receipt of the investigator's report, the Fire Chief will render a decision in writing to all concerned parties. The investigative report will be provided to the Employee. The Fire Chief may make the decision based on the report compiled by the investigator or may use this time to obtain additional information from selected parties. The Fire Chief's decision on the grievance is final.
7. If delays in meeting the aforementioned timelines are required due to the complexity of the grievance, operational needs, availability of the investigator or other persons, such changes will be authorized at the discretion of the Fire Chief. The Fire Chief or the Authority's Human Resources and Policy Administrator will notify all parties of the delay and provide a revised schedule for addressing each step of the process.

SECTION 6. FILING A FORMAL APPEAL.

- A. Within ten (10) regular working days after receipt of the written notice of the imposition of an appealable action, an Employee who wishes to appeal must submit a written complaint to the Employee's Division Chief and a copy to the supervisor and the Authority's Human Resources and Policy Administrator. If a Division Chief made the decision that is being appealed, the Fire Chief will designate another Division Chief to consider the appeal. Within five (5) regular working days of an Employee submitting a written appeal, the Authority shall provide the Employee with a confidential summary of any administrative investigation that was conducted in connection with the action being appealed. The provision of this summary to the Employee in no way limits the

ability of the Employee or the Authority to request the arbitrator appointed pursuant to Subsection E, below to issue subpoenas for additional materials or any other information; nor does it obligate the arbitrator to grant such request.

- B. Within ten (10) regular working days after receipt of the written appeal, either the Employee or Division Chief can request a meeting to discuss the situation. The Division Chief will present written findings to the Employee and the Authority's Human Resources and Policy Administrator within ten (10) regular working days of the meeting.
- C. If the Employee wants to proceed with the appeal, the Employee must notify in writing the Authority's Human Resources and Policy Administrator within thirty (30) regular working days after receipt of the Division Chief's response. The appeal must contain a short statement of the Employee's position and indicate the grounds for the appeal and the identity of any party or parties (e.g, the Union, or private legal counsel) who will be representing the Employee through the appeal process.
- D. Within five (5) regular working days of receiving the appeal, the Authority's Human Resources and Policy Administrator shall submit to the Employee and/or the Employee's representative a list with the names of at least five (5) proposed arbitrators with experience in labor/employment law who are with the American Arbitration Association (or successor organization). Within five (5) business days of the Employee and/or the Employee representative receiving this list, the Parties shall meet and alternatively strike one (1) name from the list until one name remains. When one (1) name remains, that person becomes the arbitrator for that appeal. The determination of whether the Employee and/or Employee representative or the Authority strikes first shall be done by flip of a coin. Nothing herein shall be construed to prevent the Parties from agreeing to an arbitrator from the list without having to participate in the foregoing selection process.
- E. Within ninety (90) calendar days after being appointed, the arbitrator shall hold a hearing on the appeal. The hearing shall be informal, and the rules of evidence prevailing in judicial proceedings are not binding. The arbitrator may receive into evidence any written or electronic documents or information it deems relevant. The arbitrator may administer oaths and require by subpoena the attendance and testimony of witnesses and the production of written or electronic documents or information relevant to the issues submitted for arbitration. If a person or entity refuses to obey a subpoena, take an oath, or testify, or if any witness, party, or attorney is guilty of contempt while in attendance at the hearing, the arbitrator may request the aid of the District Court for Larimer County ("Court"), and the Court shall issue an appropriate order. The Court may punish a failure to obey the order as contempt.
- F. The hearing shall be concluded within five (5) business days after it begins, unless the time is extended by mutual written agreement of the Parties. The Parties shall split equally all costs associated with the arbitration. Each Party shall pay its own attorneys' fees, costs and expenses.

- G. Within 20 days business days after receipt of the last written brief from a Party, or within 20 business days of conclusion of the hearing if neither Party notified the arbitrator of its intent to file a written brief, the arbitrator shall issue non-binding written findings and recommendations to the Fire Chief, and give one (1) copy each to the Employee and/or Employee representative and to the Authority Human Resources and Policy Administrator. The Human Resources and Policy Administrator will forward a copy of the arbitrator's non-binding findings and recommendations to the Division Chief and the Authority's legal counsel, and may also provide it to other involved supervisory staff.
- H. After reviewing the findings and recommendations of the arbitrator, the Fire Chief will make a decision that will be final for the purpose of judicial review, and the decision will be to either:
 - 1. Affirm the findings and recommendations of the arbitrator; or
 - 2. Make independent findings and a different decision based on the evidence in the record of the session conducted by the arbitrator or the evidence presented at a *de novo* hearing conducted by the Fire Chief or designee. The written decision will be addressed to the Employee with a copy to the Authority's Human Resources and Policy Administrator. The Authority's Human Resources and Policy Administrator will forward a copy to the Division Chief and the Authority's legal counsel, and may also provide copies to other involved supervisory staff.

SECTION 7. DENIAL OF OPPORTUNITY.

- A. If an Employee is denied the opportunity to present a grievance or appeal as prescribed in this Article 54 or if the Employee is threatened or subjected to duress due to presenting the grievance/appeal, the Employee may so notify the Fire Chief in writing. The Fire Chief will authorize an investigation of such complaints and, based upon findings, may commence discipline against any person who was derelict or discriminatory in considering the Employee's grievance/appeal.

SECTION 8. Throughout the appeal process outlined in Section 6 above, at any time, the Union shall have complete discretion to decline to proceed as the Employee's representative. However, if the Union does at any point choose to remove itself as the Employee's representative in the appeal process, this shall in no way affect the Employee's ability to continue to pursue the appeal either *pro se* or with alternative representation.

SECTION 9. TIME LIMITS.

- A. The Authority's Human Resources and Policy Administrator may waive or extend any time limit for good reason upon request by any party. The length of the extension must be agreed upon by both parties. If both sides cannot agree on an extension or the length of an extension, the Fire

Chief or his/her designee will appoint an unbiased third party to determine the need for and the length of the extension. Within five (5) regular working days, the unbiased third party will make recommendations in regard to the need for and/or length of the extension to the Fire Chief or his/her designee. Within three (3) regular working days, the Fire Chief or his/her designee will make a final ruling on the need for an extension and/or length of extension.

- B. An Employee's failure to take action within any time limit (or extended limit) will terminate the grievance or appeal process. If the supervisor fails to respond within any time limit (or extended limit), then the Employee may proceed to the next step.
- C. When there are no time limits for a particular action, the action taken should be taken as quickly as reasonably possible under the circumstances, in light of the complexity and seriousness of the issue raised and the schedules of the people involved.

SECTION 10. NO RETALIATION. The Authority and the Union prohibit any form of retaliation against Employees for using this grievance and appeal process. Employees who believe they were retaliated against in violation of this policy should notify the Division Chief, Fire Chief or the Authority's Human Resources and Policy Administrator in writing, and appropriate action will be taken to investigate and resolve the complaint.

SECTION 11. ISSUE RESOLUTION PROCESS.

- A. Introductory Employees may use the issue resolution process to raise any work-related concern. The process is as follows:
 - 1. Eligible Employees wishing to raise or seek resolution of work-related concerns should first discuss the matter informally with their supervisor. Employees may move directly to subparagraph 2, if they believe the supervisor cannot satisfactorily address or resolve the issue.
 - 2. If the issue has not been satisfactorily addressed or resolved after discussion with the supervisor, the Employee must prepare a brief memorandum explaining the issue and recommending how the issue should be addressed or resolved. The memorandum must be sent to the Authority's Human Resources and Policy Administrator.
 - 3. The Authority's Human Resources and Policy Administrator will forward the matter to the Division Chief, or directly to the Fire Chief, if the matter directly involved the Division Chief. The Authority's Human Resources and Policy Administrator then may act as a facilitator, or designate a facilitator to assist in addressing and resolving the issue.
 - 4. The Division Chief or Fire Chief, at his or her discretion, may meet with the Employee and others to investigate the issue and may require the Employee or others to provide further information. The Division Chief (or Fire Chief) will respond to the Employee raising the issue

orally and/or in writing.

SECTION 12. NAME-CLEARING HEARING.

- A. A name-clearing hearing provides a forum at which an Employee or former Employee, in response to actions by the Authority which seriously impugn the person's reputation and impair the person's future employment opportunities, can clear his or her record, name or reputation among the public at large.
- B. Such a hearing is intended to protect the Employee's constitutionally protected liberty interest in having a good name, record or reputation. The name-clearing hearing provides the Employee or former Employee an opportunity to rebut charges or allegations against him or her for the benefit of the Employee's reputation. The name-clearing hearing will not serve to provide a right to continued employment, even if the charges are disproved, or to convince the disciplinary authority or the Fire Chief that a mistake was made in terminating the employee or in otherwise making a record of Employee misconduct.
- C. The grievance and appeal process will fulfill the name-clearing hearing function for all Employees who are eligible for such process.
- D. All Employees and former Employees who have not been eligible to participate in the grievance and appeal process may request a name-clearing hearing if they believe actions by the Authority have seriously impugned his/her reputation and have significantly impaired his/her future employment opportunities. Such Employee or former Employee may request a name-clearing hearing by making a written request to the Fire Chief not more than ninety (90) calendar days from the date the Employee or former Employee learns of the Authority's actions. Such hearing will be held before the Fire Chief or the Fire Chief's designee within thirty (30) calendar days after the person's request for a name-clearing hearing. The format of the hearing will be informal in nature and will be public. The Employee or former Employee may call witnesses. No transcript of the hearing will be required unless arranged and paid for by the Employee or former Employee. No decision, comment or participation by the Fire Chief or disciplinary authority will be required.

ARTICLE 55

Successor Agreements

SECTION 1. This Agreement shall be binding upon the successors and assigns of the Parties hereto, 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 hereto, or by any change geographically or otherwise in the location or place of business of either Party.

ARTICLE 56
Savings Clause

SECTION 1. Notwithstanding any other provisions of this Agreement to the contrary, in the event that any Article, or Subsections thereof, of this Agreement shall be declared invalid by any court of competent jurisdiction, or by any applicable State or Federal law or regulation, or should a decision by any court of competent jurisdiction or any applicable State or Federal law or regulation diminish the benefits provided by this Agreement, or impose additional obligations on the City, the parties shall meet and confer or negotiate on the Article or Subsections thereof affected to implement the intent of this Agreement without the illegal provision(s). All other provisions of this Agreement not affected shall continue in full force and effect.

Poudre Fire Authority

Poudre Fire Authority Fire Fighters, I.A.F.F. Local 1945

DocuSigned by:

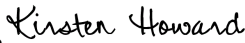
By: _____
930F15ACA86C47F...
Mike DiTullio, Chair

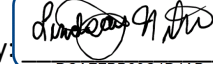
DocuSigned by:

By: _____
2AF5D5C DFA41458...
Jason Mantas, President

Attested:

Attested:

DocuSigned by:

By: _____
092BB9526273499...
Secretary

DocuSigned by:

By: _____
DCAFFBB80C4D4AB...
Secretary