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COLLECTIVE BARGAINING  
AGREEMENT BETWEEN THE  
POUDRE FIRE AUTHORITY AND  
POUDRE FIRE AUTHORITY FIRE FIGHTERS  
I.A.F.F. LOCAL 1945  
Effective January 1, 2026, through December 31, 2026



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## 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 in the specific Article, in the PFA Rules, as amended from time to time.

- A. "Agreement". This Collective Bargaining Agreement between the Union and the Authority.
- B. "Authority". The Poudre Fire Authority.
- C. "Bargaining Unit". All full-time, sworn 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". An employee within the Bargaining Unit.
- F. "Establishing IGA". The Amended and Restated Intergovernmental Agreement establishing the Poudre Fire Authority effective January 1, 2025, 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". An employee who has not yet completed the introductory period immediately following employment with the Authority. The introductory period is a qualifying period for a specified time during which employees newly hired into classified positions may be terminated at

will and must meet and maintain established performance criteria to prove competence and fitness for continued employment.

- J. "Non-Shift Personnel". Employees who are not assigned to work shift schedules that are generally 24-hour periods beginning at 0800 and ending at 0800 the following day, as set by the Authority.
- K. "Officer". An employee in the job of Lieutenant or Captain.
- L. "Parties". Collectively, the Authority and the Union.
- M. "Party". Either the Authority or the Union.
- N. "Ranked Position." Any employee in the position of Engineer, Lieutenant, or Captain.
- O. "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.
- P. "Shift Personnel". Employees who are assigned to work in 56-hour positions.
- Q. "Union". The Local 1945 of the International Association of Firefighters.
- R. "Union Member". An employee 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 coerce, discriminate, retaliate, intimidate, or harass any employee based on 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 intranet, 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, 2026, ending December 31, 2026.

### **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 might 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 their 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 employment or continued employment by the Authority, and there shall be no coercion, discrimination, retaliation, intimidation, or harassment directed toward any employee based on 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 to its Union Members beyond those provided in this Agreement.

### 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 notify the Authority of 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 of 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 58);
  - Attendance at meetings of the Labor-Management Committee, Policy Committee, or Safety and Wellness 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 58).
  3. “Special Assignment Working (SAW)” leave will be granted for attendance at meetings of the Labor Management Committee, Policy Committee, or Safety and Wellness Committee, subject to the policies and procedures for taking SAW.

## **ARTICLE 6 - Management Rights**

SECTION 1. The Parties expressly understand and agree that neither the existence 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 Articles 57 and 58;
- 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, 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/their 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;
- C. Allow for the viewpoints of both staff and labor to contribute to sustainable policies that reflect the mission, vision, and principles 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. Annually, at least one-third of the policies will be reviewed. The Policy Committee will distribute to the Authority 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 illustrates how the annual process may work:

1 <sup>st</sup> Quarter	2 <sup>nd</sup> Quarter	3 <sup>rd</sup> Quarter	4 <sup>th</sup> 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 issue resolution 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 pursue the issue resolution procedure on the matter.

SECTION 3. The Labor-Management Committee shall consist of ten (10) members: The Fire Chief and the President of the Union shall each serve, and each shall select up to four (4) additional members. The Fire Chief and the President may designate an alternate for each member authorized to act in the absence of a member. Upon agreement between the Fire Chief and Union President, additional members could be added as Subject Matter Experts for select meetings. Members shall serve for the term of this Agreement; provided, however, that the appointing party may remove members they 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 at least once monthly at times mutually agreeable to both parties. An electronic agenda 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 maintained electronically within the current PFA document sharing system and be accessible 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 Support Battalion Chief (B) EMS program representative; (C) Safety Officer; (D) Fleet Maintenance Supervisor; and (E) one individual from each of the following committees who are selected by the Union:

- A. One representative from the Fitness Committee;
- B. One representative from the Peer Support Team; and
- C. One representative from the Personal Protective Equipment Committee.

The Support Battalion Chief shall be the Chairperson. The Safety and Wellness Committee shall meet at least four (4) times a year, 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**

SECTION 1. 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. Engineer Seniority - Seniority in order of promotion date for those of the Engineer rank; and,
- D. Officer Seniority - Seniority in order of promotion date for only those of the Captain/Lieutenant rank. Captains are ranked by order of Captain seniority, and Lieutenants are ranked by order of Lieutenant seniority.

### **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 the final ranking on the hiring list. The employee with the highest ranking from the hiring list will have the highest seniority among the employees who have the same date of hire.

### **SECTION 3. SENIORITY IN RANK.**

Seniority among Ranked Positions shall be determined by earliest date of promotion. In the event of a tie in the promotion date, the employee with the highest rank on the promotional eligibility list at the time of promotion shall have seniority.

**SECTION 4.** The Authority will publish a seniority list in January each year. Employees will have 14 days to challenge their seniority on the list. At the end of the 14 days, the list will be a definitive seniority list for the remainder of the calendar year.

**SECTION 5.** Seniority shall not accumulate during unexcused absences or disciplinary suspensions.

## **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 their job classification within a year of layoff. The Fire Chief may, at their 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 President. 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.

SECTION 5. The Authority shall provide a physical examination for each employee to be furloughed and may require such examination before reinstatement of a furloughed employee. If such examination is required before reinstatement, and the results thereof are found to be the same as disclosed by the examination before furlough, the employee shall not be disqualified from eligibility for reinstatement.

## **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 57 and 58, 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 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 the Chief's 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 the events 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 the Chief's 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 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 the Parties agree to different beginning and ending dates, in which case, they

also shall adjust the deadline for requesting collective bargaining and the date for commencing collective bargaining as necessary. Either Party may request collective bargaining by June 1 of the year in which the collective bargaining agreement will expire by sending written notice to the other Party. If either Party timely requests collective bargaining, the collective bargaining shall start no later than September 1 of that year. If neither Party requests collective bargaining by June 1 of the year in which the Agreement expires, the Agreement will continue from year-to-year until one of the Parties timely requests collective bargaining.

Negotiations shall commence on or after September 1 and any unresolved issues as of November 1 will be resolved according to the Article 16 impasse resolution procedures.

In order to prepare for collective bargaining, the Parties will meet at least once in July and August to discuss bargaining topics and comparable data.

## **ARTICLE 16 - Interest Impasse Resolution**

### **SECTION 1. 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, binding interest arbitration shall be conducted in accordance with the following provisions:

- A. Within seven (7) business days of an impasse being declared, the Board shall establish a panel of arbitrators ("Panel"). 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. 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 have been 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 shall contain five (5) arbitrators. Placement on the Panel shall be by a majority vote of the Board.

- B. Upon establishing the Panel, the Authority shall submit to the Parties a list with the names of all Panel members. Within five (5) business days of receipt of the list, the Parties shall meet in-person or by video conference 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.
- C. 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 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.
- D. 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.
- E. 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 binding decision on each issue submitted for arbitration that states which final offer submitted by each Party on each issue shall be accepted by the Parties. The decision

must include written findings of fact and a written decision on each issue presented. The arbitrator shall email the decision to each Party on the same date it is issued, at the email address provided by each Party. The arbitrator also shall mail an original signed copy of the written decision to each Party at the address each Party has provided. In arriving at a decision on each issue, the arbitrator shall 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.
- F. The arbitrator's decision on the issues, whether not appealed or upon direction by the Court, shall be incorporated into the collective bargaining agreement. The Parties may mutually agree to make non-substantive changes to the decision 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.
- G. 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 arbitration proceeding.

- H. Nothing in this Section 1 prohibits the Parties from continuing to bargain in good faith at any time during the arbitration proceeding. If at any point in the proceeding the Parties are able to resolve all or any portion of the issues submitted for 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 may be amended by mutual agreement of the Parties.

SECTION 2. 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 3. Within three (3) business days of the date the arbitrator's decision is issued, either Party may notify the other Party and the arbitrator that the Party intends to appeal the decision to the Court. Any appeal shall be filed with the Larimer County District Court within fifteen (15) business days of the date of the arbitrator's decision. The only grounds for appealing the arbitrator's decision are:

- A. Whether the decision was procured by corruption, fraud, or other undue means;
- B. Whether the decision on any issue was arbitrary and capricious (i.e., there is no competent evidence in the record to support the decision); or
- C. Whether the decision on any issue was reached without considering each of the eight factors listed in Section 1, above, unless the arbitrator provided a written statement as to why a factor(s) was not relevant.

The Court shall not conduct *de novo* review except to determine whether the arbitrator's decision was procured by corruption, fraud, or other undue means. If the court determines the arbitrator's decision was procured by corruption, fraud, or other undue means, the entire decision shall be vacated, and the matter shall be remanded back to a different arbitrator selected pursuant to the terms of this Article 16. The arbitrator who issued the decision determined to be procured by corruption, fraud, or other undue means is prohibited from being on any subsequent Panel of arbitrators. If the Court determines the arbitrator's decision on any issue is arbitrary and capricious, the Court shall remand that

issue to the arbitrator with instructions to conduct a new hearing on that issue if either the Union or the Authority so desires and, with or without a new hearing, to issue a new decision on that issue which is based on competent evidence in the record. If the Court determines the arbitrator's decision on any issue was reached without considering the factors listed in Section 1 of this Article 16, the Court shall remand that issue(s) to the arbitrator with instructions to conduct a new hearing on that issue(s) if either the Union or the Authority so desires and, with or without a new hearing, to issue a decision which considers the factors listed in Section 1 of this Article 16b as the arbitrator deems proper.

The Court's decision is final and binding on the Parties and cannot be appealed. Each Party shall pay its own attorneys' fees, costs, and expenses unless otherwise determined by the Court.

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. BASE COMPENSATION.

Base salary for employees covered under this agreement will be established using the Firefighter IIA position and the established rank differential. Base pay changes will be effective as of the first full pay period in January. See Appendix A.

### 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 \$14 for every month of service. Therefore, a minimum of sixty (60) months, or \$840, 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 \$14 for every month worked in the termination year.

## **ARTICLE 19 - On Call Pay**

SECTION 1. 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 Officer 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 Officer 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 Engineer will be paid an adjusted hourly rate comparable to B-Level Engineer pay, for every hour worked in the acting position, unless the Actor is a PFA Firefighter/Driver Operator. A Firefighter/Driver Operator will not receive Acting Engineer pay. The Acting Engineer pay rate will be used in calculating the Acting Pay Blended Hourly Rate set forth in Article 21, Section 1(G).

## SECTION 2. TEMPORARY APPOINTMENT FOR TWENTY-ONE (21) OR MORE CONSECUTIVE SHIFTS.

When a Captain, Lieutenant, Engineer, 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. The Captain vacancy will be filled using the Lieutenant promotion eligibility list. If an employee declines the temporary appointment for any reason, the employee will be moved to the bottom of the eligibility list for temporary promotions but will remain at their overall rank on the promotion eligibility list. 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 twenty (20) shifts. If there is no qualified acting employee available within the shift, then the Division Chief(s), or their designees, may appoint an employee with the proper acting designation from another shift at their discretion. This appointment may be extended beyond twenty (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 employee 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 Authority 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. 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 5. Once a temporarily appointed employee 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 - Overtime**

### SECTION 1. DEFINITIONS.

- A. *Fair Labor Standards Act (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.
  - 3. Other Personnel as arranged and communicated by the Authority.
- 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, Program 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 alerting and calling 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.
- C. Any holdover past 0800 at end of shift. Holdover Overtime must be approved by the employee's immediate supervisor. Holdover beyond 30 minutes must be approved by a Battalion Chief.
- D. Any recall to conduct final extinguishment, overhaul, or to prevent rekindle. This is referred to as "fire watch," as opposed to "security".

#### 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 22 - 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 23 - Retirement Savings Plans, Post Employment Health Plan, Deferred Compensation Plans, and Death and Disability Benefits**

SECTION 1. All employees hired on or after June 2, 2019, shall be covered by the Statewide Defined Benefit Pension Plan of the Fire and Police Pension Association (FPPA). As of January 1, 2023, FPPA merged the assets and liabilities of the Statewide Defined Benefit Plan and the Statewide Hybrid Plan into a new plan, the Statewide Retirement Plan. 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 June 2, 2019, had a choice to remain covered by the local money purchase pension plan or to be covered by the FPPA Statewide Retirement Plan. The Authority shall contribute 11% to the FPPA Statewide Retirement Plan and the Local Money Purchase Plan in accordance with the requirements of the plans, 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 Member Contribution Rate</i>	<i>Minimum Mandatory Employer Contribution Rate</i>	<i>Total Combined Member and Employer Contribution Rate</i>	<i>Additional required rate for Reentry Members*</i>	<i>Additional required rate for Reentry Employers*</i>	<i>Total Required Rate for Reentry Members</i>	<i>Portion of the member contribution to be paid "after-tax"</i>
2020	11.0%	8.0%	19.0%	(0.2% - 4.0%)	(0.2% - 4.0%)	23.0%	0%
2021	11.5%	8.5%	20.0%	1%	2.5%	23.5%	2.5%
2022	12.0%	9.0%	21.0%	1%	2.0%	24.0%	3.0%
2023	12.0%	9.5%	21.5%	1%	1.5%	24.0%	3.0%
2024	12.0%	10.0%	22.0%	1%	1.0%	24.0%	3.0%
2025	12.0%	10.5%	22.5%	1%	0.5%	24.0%	3.0%
2026	12.0%	11.0%	23.0%	1%	0.0%	24.0%	3.0%
2027	12.0%	11.5%	23.5%	1%	0.0%	24.5%	3.0%
2028	12.0%	12.0%	24.0%	1%	0.0%	25.0%	3.0%
2029	12.0%	12.5%	24.5%	1%	0.0%	25.5%	3.0%
2030 and thereafter	12.0%	13.0%	25.0%	1%	0.0%	26.0%	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>	Portion of the Employee Contribution Rate noted in column 1 to be paid "after-tax"
<b>10%</b>	<b>11%</b>	<b>21%</b>	<b>0%</b>

Note: The minimum mandatory rate for the Statewide Hybrid Plan is increasing by 0.125% annually until it reaches 9% Employee and 9% Authority; however, a higher rate is accepted and contributed by the Authority.

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

**PFA Local Money Purchase Pension 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>	Portion of the Employee Contribution Rate noted in column 1 to be paid "after-tax".
<b>10%</b>	<b>11%</b>	<b>21%</b>	<b>0%</b>

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).

**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>
2022	12.0%	9.0%	21.0%
2023	12.0%	9.5%	21.5%
2024	12.0%	10.0%	22.0%
2025	12.0%	10.5%	22.5%
2026	12.0%	11.0%	23.0%
2027	12.0%	11.5%	23.5%
2028	12.0%	12.0%	24.0%
2029	12.0%	12.5%	24.5%
2030	12.0%	13.0%	25.0%

### SECTION 3. PFA LOCAL 401(A) MONEY PURCHASE PENSION PLAN.

- A. The Authority will make bi-weekly contributions to the PFA Local Money Purchase Pension Plan account governed by the Local Money Purchase Pension Plan Board of Trustees according to the plan document for the respective plan 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 PFA Local Money Purchase Pension 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
  
- C. An election of participants in the Local Money Purchase Pension Plan will be held in 2025 to align the pensionable income to that of the FPPA and will become effective once approved by the participants and the Authority.

### SECTION 4. DEFERRED COMPENSATION PLANS.

- A. Employees shall be permitted to participate in the 457 deferred compensation plans as established and administered by the City of Fort Collins or FPPA. Employees shall have the option to contribute a portion of their base salary to either 457 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 457 deferred compensation plan.

### SECTION 5. POST EMPLOYMENT HEALTH PLAN (PEHP).

- A. Employees will participate and contribute to the Post Employment Health Plan (PEHP) plan administered by the City of Fort Collins as provided in Exhibit B of the Establishing IGA.

- B. The Authority shall make mandatory contributions of 3% of base salary to the plan on behalf of the employees in a position covered by this Agreement in accordance with the applicable plan guidelines.
- C. 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 PEHP plan on behalf of the employee in accordance with the applicable plan guidelines.
- D. 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 6. 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.
- 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. The Authority will meet and confer with the Union to discuss such actions prior to implementing any such changes.

## **ARTICLE 24 - 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 Exhibit B of 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.
- 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 Exhibit B of 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 up to \$250,000, as provided through the City of Fort Collins as the

insurance contracting agency. 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 a maximum \$1,000,000. 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. EMPLOYEE ASSISTANCE PROGRAM (EAP).**

- A. The Authority will provide access to the Employee 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 may 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 25 - 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 26 - Holidays**

SECTION 1. The Authority provides eleven (11) holidays per calendar year to employees.

### 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

- Juneteenth — June 19
- Independence Day — July 4
- Labor Day — first Monday in September
- Veteran's Day — November 11
- Thanksgiving — fourth Thursday in November
- Day after Thanksgiving—fourth Friday 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 workday, 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
- Juneteenth — June 19
- Independence Day — July 4
- Labor Day — first Monday in September
- Thanksgiving — fourth Thursday in November

- Day after Thanksgiving—fourth Friday in November
  - Veteran’s Day – November 11
  - Christmas — December 25
- 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.
- 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 or minor emergency 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 27 - Kelly Sets**

SECTION 1. Shift Personnel are allotted 96 hours of Kelly Day Leave per calendar year, subject to bidding procedures agreed upon by the Authority and Local 1945.

SECTION 2. Employees being reassigned from 40-hour to Shift, including Introductory employees, will be granted pro-rated Kelly Day hours.

SECTION 3. Kelly Days do not count as hours worked for purposes of FLSA overtime calculations.

## **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 earned from wellness days 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. 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 rate for someone with twenty (20) years of service (11 shifts).
- 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.

<b>YEARS</b>	<b>ANNUAL ACCRUAL</b>	<b>ALLOTMENT</b>
Over 20	11 shifts accrued	5 sets
15-20	10 shifts accrued	5 sets
10-14	9 shifts accrued	4 sets
8-9	8 shifts accrued	4 sets
4-7	6 shifts accrued	3 sets
1-3	5 shifts accrued	2 sets

- F. If the employee does not take all of their 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 the employee’s 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:

<b>YEARS</b>	<b>Accrual Rate Group</b>
Over 20	One day of accrual to pick
10-14	One day of accrual to pick
1-3	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 <sup>st</sup> Round	March 16-17 June 12-13 June 18-19 July 4-5
2 <sup>nd</sup> Round	September 4 October 6
3 <sup>rd</sup> 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 Policies and Procedures regarding Vacation Cancellation.

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

Daytime Period	0800 to 1800 hours
Evening Period	1830 to 0800 hours
Full Shift Period	0800 to 0800 hours

- L. Vacation cancellations will follow the Authority's 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 Policies and Procedures for information on

vacation leave when shift transfers are due to employee request, not operational needs.) The employee who is promoted to a different shift, and who has picked vacation on one of the following: Martin Luther King Jr. Day, Memorial Day, Juneteenth, July 4, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas, and New Year's Eve, New Year's Day, will not be given vacation extra on that day.

- 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 separation) for every hour of vacation leave.
- B. When employees submit a letter of resignation, they must designate their last day to work. Employees are unable to extend their last day worked, which includes retirement date, with accrued leave balances (i.e., vacation or sick leave).

#### 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 2025 runs from December 23, 2024, through December 21, 2025. Therefore, the cutoff date for vacation carryover in 2025 is December 21. 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 of vacation picks.

B. The following are maximum accrual amounts:

**Shift Personnel**

<b>Time of Service from Date of Hire (Yr/Mo)</b>	<b>Annual Shift Accrual</b>	<b>Biweekly Accrual Hours</b>	<b>Maximum Carryover Hours</b>
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**

<b>Time of Service from Date of Hire (Yr/Mo)</b>	<b>Annual Day Accrual</b>	<b>Biweekly Accrual Hours</b>	<b>Maximum Carryover Hours</b>
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 mental or physical non-work-related injuries or illnesses, which are not covered by Workers' Compensation. An employee's sick leave bank also serves as their short-term disability. Employees are required to communicate with their supervisor when they use sick leave.

SECTION 2. An employee can utilize sick leave for themselves or a family member for the following reasons:

- A. The employee has a mental or physical illness or injury, or health condition; needs a medical diagnosis, care, or treatment related to such illness, injury, or condition; needs to obtain preventative medical care;
- B. The employee needs to care for a family member who needs to obtain a medical diagnosis, care, or treatment of mental or physical illness, injury, or health condition; or needs to obtain preventative care. "Family member" means: (a) an employee's immediate family member, as defined in Colorado Revised Statutes, section 2-4-401 (3.7); (b) a child to whom the employee stands in loco parentis or a person who stood in loco parentis to the employee when the employee was a minor; or (c) a person for whom the employee is responsible for providing or arranging health- or safety-related care";
- C. The employee or family member has been the victim of domestic abuse, sexual assault, or harassment and needs to be absent from work for purposes related to such crime, including to seek legal services or prepare for a civil or criminal proceeding;
- D. The employee needs to care for a family member whose school or place of care has been closed due to inclement weather, loss of power, loss of heating, loss of water, declaration of a public health emergency, or other extenuating circumstances;
- E. The employee needs to evacuate their place of residence due to inclement weather, loss of power, loss of heating, loss of water, or other unexpected occurrences or events.

SECTION 3. Sick leave for shift personnel must be taken in blocks that align with allowable vacation blocks. The exception is if a person becomes sick at work or needs to use sick leave during shift.

SECTION 4. 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 5. Sick leave will not be granted to employees until after the first thirty (30) calendar days of employment with the Authority.

SECTION 6. Sick leave does not count as hours worked for purposes of FLSA overtime calculations.

## **ARTICLE 30 - Minor Emergency Leave**

### SECTION 1. MINOR EMERGENCY LEAVE.

- A. Minor emergency leave is time off from work due to an urgent personal matter during the shift or workday, 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.

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.
- G.

## **ARTICLE 31 - Bereavement Leave**

**SECTION 1.** Shift personnel may be granted up to forty-eight (48) hours of paid bereavement leave per occurrence in the event of death of a family member. Non-shift personnel may be granted up to forty (40) hours of paid bereavement leave per occurrence in the event of death of a family member. Time for bereavement leave shall be taken within seven (7) calendar days of the date of death, or six (6) calendar days from the date of the funeral, whichever is later.

Bereavement leave for shift personnel taken in blocks of fewer than twenty-four (24) hours must align with allowable partial vacation blocks, unless the employee experiences the death of a family member during their work hours, requiring the employee to leave work.

**SECTION 2.** An employee who experiences the death of a family member during their work hours, requiring the employee to leave work, will be granted bereavement leave for the remainder of the shift. This will not count against the forty-eight (48) hours available for shift personnel or forty (40) hours available to non-shift personnel.

**SECTION 3.** For purposes of this policy, a "family member" is defined as spouse, domestic partner, child, grandchild, parent, parent-in-law, legal guardian, brother, sister, brother-in-law, sister-in-law, grandparent, grandparent-in-law, aunt, aunt-in-law, uncle, uncle-in-law, niece, nephew, first cousin, step parent, step parent-in-law, step brother, step brother-in-law, step

sister, step sister-in-law or other individual whose relationship to the employee is that of a dependent.

SECTION 4. Employees must notify their supervisor and Human Resources of the need for bereavement leave as soon as practicable. The Authority may ask for documentation supporting the request for bereavement leave.

SECTION 5. Additionally, when an employee does not qualify for bereavement leave or has already used the employee's bank of bereavement leave as related to a particular family member, that employee may be permitted to use other leaves for needs related to the death of that family member, including sick leave or vacation.

SECTION 6. Bereavement leave does not count as hours worked for purposes of FLSA overtime.

## **ARTICLE 32 - Parental Leave**

SECTION 1. PFA provides eligible employees with paid parental leave for use upon the addition of a child(ren) to the employee's family. Eligible employees are employees who have been employed fulltime with PFA for at least 12 months at the time of the addition of a child to the family, and the employee must attest either (1) that they are a spouse or domestic partner of a person who has given birth to a child(ren), or (2) that they are a parent to the child(ren), or (3) that they have adopted a child who is 17 years old or younger. The adoption of a new spouse's child or the addition of stepchildren to a family are excluded from this policy.

SECTION 2. Eligible employees will receive paid parental leave immediately following the addition of a child(ren) to their family through birth or adoption for the purpose of recovery, family bonding, caregiving, and overall wellness. Parental Leave time for eligible employees is:

- Shift Personnel: 48 hours of paid Parental Leave
- Non-shift Personnel: 40 hours of paid Parental Leave

SECTION 3. Parental leave for Shift Personnel will cover the first full 24-hour shift following the addition of the child(ren) to the employee's family. For Non-Shift Personnel, this leave will cover the first full 8-hour workday following the addition of the child(ren) to the employee's family. An Employee who needs to leave once their shift has already begun will use sick leave for the remainder of the shift. Parental Leave must be taken in one continuous block once the leave begins. If multiple births occur or multiple children are added to the employee's immediate family, the length of paid parental leave for that event does not increase.

SECTION 4. Paid leave under this policy will run concurrently with FMLA leave. An employee is not required to exhaust other paid leave to be eligible for paid parental leave.

SECTION 5. Employees must submit a written request to their chain of command or direct supervisor, Human Resources Division Director, and Health and Safety chief with notice of the request for leave at least 30 days prior to the proposed leave date (or if the leave was not foreseeable, as soon as possible). The employee must supply all documentation as required by Human Resources to substantiate the request.

SECTION 6. Parental leave does not count as hours worked for purposes of FLSA overtime.

## **ARTICLE 33 - Maternity Leave**

SECTION 1. PFA provides eligible employees with paid maternity leave for use immediately following childbirth. Eligible employees are pregnant employees who have been employed fulltime with PFA for at least 12 months at the time of childbirth.

SECTION 2. Eligible employees may take up to 12 weeks of paid maternity leave immediately following childbirth or adoption for the purposes of recovering from childbirth, reattaining physical fitness for duty online, caring for the child(ren), and overall wellness.

SECTION 3. Paid maternity leave will be treated as a continuous block of time immediately following the first day of leave. If multiple births occur, the length of paid maternity leave for that event does not increase. After the paid maternity leave is exhausted, the balance of FMLA leave (if applicable) will be compensated through the employees' accrued sick and vacation leave. Upon exhaustion of accrued sick and vacation leave, any remaining leave will be unpaid leave. Additional unpaid leave shall be approved by the Fire Chief in extraordinary circumstances.

SECTION 4. Paid maternity leave will run concurrently with unpaid FMLA leave. An employee is not required to exhaust other paid leave to be eligible for paid maternity leave.

SECTION 5. Shift Personnel will retain their bid seat while on paid maternity leave. At the end of the leave period, both Shift Personnel and Non-Shift Personnel are entitled to reinstatement to the position held when leave commenced or to a position with equivalent pay, benefits, status, and other terms and conditions of employment unless the employee would not otherwise have been employed at the time reinstatement is requested.

SECTION 6. Paid maternity leave will be counted as time worked for purposes of employee's seniority and level of benefit accruals that are based on the employee's total months of service.

SECTION 7. If two PFA employees are married or in a domestic partnership, and have a birth or an adoption of a child/children, the maternal employee is provided paid maternity leave, if eligible, and the non-maternal employee may be eligible for up to 12 weeks of regular FMLA

utilizing a combination of paid Parental Leave and their own leaves. These leaves are not required to be taken simultaneously.

SECTION 8. Following the period of paid maternity leave, an employee may use their own leave benefits until they are medically cleared to return to work. An employee who fails to report back to work at the scheduled end of the leave will be considered to have voluntarily resigned. The employee must return to their assignment for a length of time equal to or greater than the paid maternity leave. If the employee separates employment from the PFA before this is met, the employee shall reimburse PFA for the full amount of the paid maternity leave. Furthermore, if an employee fails to return to work after the employee's FMLA leave entitlement has been exhausted or expires; or at the end of their scheduled leave, the Authority may recover its share of health plan premiums for the entire leave period unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition of the employee or the employee's family member that would entitle the employee to leave, or because of circumstances beyond the employee's control (29 CFR 825.213). The Authority may recover premiums through deduction from any sums (e.g., unpaid wages, vacation pay, or other appropriate means).

SECTION 9. Employees must submit a written request to their chain of command or direct supervisor, Human Resources Division Director, and Health and Safety chief with notice of the request for leave at least 30 days prior to the proposed leave date (or if the leave was not foreseeable, as soon as possible). The employee must supply all documentation as required by Human Resources to substantiate the request.

SECTION 10. Maternity leave does not count as hours worked for purposes of FLSA overtime.

## **ARTICLE 34 - 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 sixty (160) hours (20 workdays) for Non-Shift Personnel and two hundred and forty (240) hours (ten 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 their 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 when they are 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 twenty (20) days or ten (10) 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 the employee 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 35 - 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 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.

- B. 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 (SAW).
- C. Court appearances for Authority-related matters are counted as hours worked for purposes of FLSA overtime.

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, sick leave, 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 36 - 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 (SANW).

SECTION 3. Employees who wish to take time off to vote shall inform their supervisor at least two sets in advance of Election Day. If an employee requests voting time off, the supervisor may specify which hours may be used.

### **ARTICLE 37 - 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 the Authority, 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 38 - 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 leave, 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 Workers' 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 41, 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).

## **ARTICLE 39 - Modified Duty**

### **SECTION 1. 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 cancelled, 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.**

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 for at least six (6) shifts, the employee must give written notification expressing their interest in a modified duty assignment with a healthcare provider's estimated length of time of recovery and restrictions, to the employee's supervisor and Health and Safety Officer or designee within 30 days if the leave is foreseeable, or as soon as practicable if the need is not foreseeable.

- A. The requesting employee will be placed in a modified duty position, if the employee is anticipated to be off work for at least six (6) shifts. 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 prior to modified duty approval. 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, 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 41 before returning to regular duty.

## **ARTICLE 40 - Administrative Duty**

#### SECTION 1. GENERAL.

Employees may be required by the Authority to go on paid administrative duty at any time without prior notice at the Authority's sole discretion. The affected employee shall receive written notice of administrative duty. The employee will be notified of the reason for the placement on administrative duty, so long as the notice provided will not compromise the integrity of the investigation. Circumstances that may result in paid administrative duty include, but are not limited to, the following:

- A. To make inquiries into or investigate a work-related matter;
- B. To remove the employee from the workplace pending a pre-decision meeting or hearing or final decision;
- C. To protect the employee;
- D. To protect the public;
- E. To protect the other employees or property in the workplace; or

F. To further any other work-related or business-related purpose.

## SECTION 2. REQUIREMENTS WHILE ON PAID ADMINISTRATIVE DUTY

- A. An employee placed on administrative duty will be subject to the following:
1. Administrative duty with pay is not considered disciplinary action, nor is it a sign that the employee has been found guilty of offenses warranting discipline.
  2. The employee may be required by a supervisor to relinquish any Authority equipment or vehicle as deemed appropriate by the supervisor.
  3. The employee shall not take any actions as an Authority employee or in an official capacity without the prior approval of the Fire Chief or their designee.
  4. The employee shall be required to continue to comply with all policies and orders of a supervisor.
  5. The employee may be temporarily assigned different duties or assigned to a different position, within normal business hours.
  6. With any administrative duty assignment, the employee must remain available for contact during the assigned working hours or must have approval from their immediate supervisor to be unavailable.
  7. An employee on administrative duty may use appropriate leaves with approval from their supervisor. Mandatory leaves, such as FMLA leave, will be made available to employees who qualify.
  8. When an employee on administrative duty returns to full and regular duty, the employee shall be returned to their regular duty assignment unless otherwise directed by the Fire Chief or a disciplinary outcome.
  9. An employee's ability to take classes, participate in the bidding process, fill 40-hour openings, or participate in a promotional process while on administrative duty will be evaluated by the Fire Chief or designee on a case-by-case basis, considering Authority impact.

## **ARTICLE 41 - Return to Duty**

**SECTION 1.** Employees who may be required to perform fire-suppression duties may be required to successfully complete a Return to Duty Evaluation if they have been on sick leave, injury leave or any other leave combination 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 42 - Wellness**

### **SECTION 1. FITNESS TESTING**

The Authority will contract with a qualified health and fitness professional to conduct full fitness/medical evaluations for all employees based on the most recent edition Wellness Fitness Initiative (WFI). The fitness professional will be responsible for determining an exercise "prescription" program if necessary.

- A. The Authority's designated medical provider for Workers' Compensation will be utilized to serve as an Authority physician until PFA is able to contract with an Authority physician as a result of the work detailed in the MOU.

## SECTION 2. ANNUAL FITNESS EVALUATION.

- A. Annual fitness evaluations shall be conducted using a qualified health and fitness professional and will be based on the most current edition WFI.
- B. Peer Fitness Trainers (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 the employee's company is scheduled, it will be re-scheduled at a time convenient for the PFTs and the other members of the employee's 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 a physician. If it is determined the employee has a health problem that requires them to be taken off-line, the employee's work status will be changed to sick leave.

## 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, 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 the employee's 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 43 - Wellness Days**

SECTION 1. Forty-eight (48) hours of vacation will be awarded to all Shift Personnel who complete an annual physical with their primary care provider including a complete blood count and comprehensive metabolic panel. For Non-Shift Personnel, the conversion rate of .714 will be used to ensure that the same number of vacation days are available to the employee.

SECTION 2. Employees must submit the form provided by PFA via Vector Solutions by November 30 in order to receive their additional vacation hours for the next leave-benefit year.

SECTION 3. Shift Personnel are only eligible to receive this benefit after completing their Introductory Period.

## **ARTICLE 44 - 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 other products containing THC products 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 the employee’s 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 the employee’s 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 the employee’s 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 forward.
  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 the employee’s system alcohol or an illegal drug.
- C. An employee shall be subject to testing for alcohol and/or illegal drugs if the employee 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.
  - a. “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.
  - b. This includes an apparatus or vehicle that could be driven but would be damaged further if driven.

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 might have alcohol and/or an illegal drug in the employee’s system. In such cases, Section 2, B. above will be followed. In the event that the urinalysis result is positive, the employee will remain off duty until the results of the blood test are confirmed.

- D. Initial testing for alcohol and/or illegal drugs will be conducted by urinalysis. If there is a positive illegal drug and/or alcohol result on the initial screening test, the laboratory will automatically do a second test to confirm the results. In the event that the second test yields a positive result, a blood test will then be performed. For those substances with limits set by Colorado Department of Transportation (CDOT), results exceeding those CDOT limits will be considered a positive test. CDOT Colorado Revised Statute (CRS) Section 42-4-1301.
- E. If an employee is subject to testing in any of the instances above and they advise the Authority that they will not pass the required drug test prior to administration of the test, they will be afforded the opportunity to enter substance abuse treatment as detailed in Section 4 below.
- F. The Authority shall use a Medical Review Officer (“MRO”) who will receive the laboratory results of the testing procedure (49 CFR 40.121 Subpart G). The MRO shall be a licensed physician and have knowledge of substance abuse disorders and the appropriate medical training to evaluate positive results, medical histories, and any other relevant biomedical information. The MRO shall review

all medical records made available by the tested individual when a confirmed positive test may have resulted from legally prescribed medication.

If the results of the initial test are negative, the testing clinic will report the results to the Authority. In this instance, no additional tests on the specimen will be done.

If the results of the initial test are positive, that is, if the results exceed the permitted levels for any of the illegal drugs tested or if the blood alcohol test comes back positive, a second confirmatory test shall be performed. Only specimens that are confirmed positive on the second (confirmatory) test are reported positive to the MRO for review and analysis. The MRO will contact the employee personally in the case of a positive test result. The MRO has the responsibility of reporting to the Authority whether the test results are positive or negative.

Initial Test Analyte	Initial Test Cutoff Concentration	Confirmatory Test analyte	Confirmatory Test Cutoff Concentration
Amphetamines	500 ng/mL	Amphetamine	250ng/mL
Cocaine metabolites	150 ng/mL	Benzoyllecgonine	100 ng/mL
Codeine/Morphine	2000 ng/mL	Codeine	2000 ng/mL
Hydrocodone	300 ng/mL	Hydrocodone	100 ng/mL
Hydromorphone	300 ng/mL	Hydromorphone	100 ng/mL
Marijuana	50 ng/mL	THCA	15 ng/mL
MDMA	500 ng/mL	MDMA	250 ng/mL
MDA	500 ng/mL	MDA	250 ng/mL
Methamphetamine	500 ng/mL	Methamphetamine	250 ng/mL
Oxycodone	100 ng/mL	Oxycodone	100 ng/mL
Oxymorphone	100 ng/mL	Oxymorphone	100 ng/mL
Phencyclidine	25 ng/mL	Phencyclidine	25 ng/mL
6-Acetylmorphine	10 ng/mL	6-Acetylmorphine	10 ng/mL

Alcohol Testing			
Initial Test	Initial Test Concentration	Confirmatory Test	Confirmatory Test Cutoff Concentration
Alcohol	.01 BAC	Alcohol	.01 BAC

**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 the employee’s 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 the job appear 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 56 if the circumstances under which the substance abuse caused performance deficiencies, or the positive test 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 45 - 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) hour shifts will be treated as working shifts.
- C. A typical work period is as follows:
  - X=workday,
  - O=off day:
  - XXOOOOXXOOOOXXOOOOXXOOOO and so on.

Shift Personnel work an average of fifty- six (56) hours per week or one hundred eight (108) 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 and Division Chief.

## **ARTICLE 46 - 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 signup 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 47 - 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 Officer or Acting Officer
  - 1 Engineer or Acting Engineer
  - 1 Firefighter
- B. Truck or Support apparatus and Engine 7:
  - 1 Officer or Acting Officer
  - 1 Engineer or Acting Engineer
  - 2 Firefighters

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

SECTION 3. If the Authority intends to reduce staffing levels set forth in Subsection A – B of Section 1 for ninety (90) days or longer, the Union will be notified forty-five (45) days in advance and consulted.

## **ARTICLE 48 - Bidding for Operations Personnel**

SECTION 1. Article 12 (Seniority) of this Agreement shall apply in determining seniority for the purposes of bidding on station/apparatus/shift assignments under this article. Bidding requirements for technical ratings or certifications and training will be set by PFA management for each position. The Authority can change the technical rating or certifications and training requirements at any time. The technical rating requirements will be given priority over seniority; however, seniority still governs when bidding employees have the same technical rating qualifications.

SECTION 2. Bidding frequency, process, and execution will be completed by Local 1945, pursuant to agreed-upon bidding procedures.

SECTION 3. Local 1945 representatives will be notified by the affected shift Battalion Chiefs of an opening and will have five days from the time of the opening in the staffing program to identify who fills the opening.

### SECTION 4. SPECIAL SITUATIONS.

- A. Introductory employee Assignment. Authority Staff will place Introductory employees at the appropriate station(s). If an Introductory employee is placed at a station that is full, then the officer with the affected Battalion Chief will determine staffing rotations. Once the Introductory employee completes their introductory period the Battalion Chief will place the employee for their assignment.
- B. Forty (40) Hour Rotational Positions will follow Policy 219.
- C. Shift Transfer Requests. Any shift transfer requests shall be submitted to the Division Chief of Operations and affected Battalion Chiefs. The Operations Chief may deny or grant a shift transfer request.

SECTION 5. Fire Chief has final authority to establish stations/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 stations/apparatus/shift deemed appropriate to best meet the needs of the Authority.

## **ARTICLE 49 - 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 the employee 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”), the vacation hours will be converted to the equivalent number of days of vacation upon transfer. Vacation hours earned at the forty-hour (40) 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 the employee 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. Beginning with the first pay period in the Forty Hour Schedule, an employee's minor emergency leave and military leave will be converted from their fifty-six (56) hour totals to equivalent forty (40) hour totals.

## **ARTICLE 50 - 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 the 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 unable to make other arrangements to cover the position.

SECTION 4. All time trades will be done in accordance with Operations Policy related to Time Trades.

## **ARTICLE 51 - 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 cancelled 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 52 - 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 53 - 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 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 54 - Promotions**

### **SECTION 1. PROMOTIONAL TESTING REQUIREMENTS.**

- A. ENGINEERS. Minimum requirements to test for Engineer are:
1. Three (3) years of service as Career Firefighter with the PFA
  2. PFA Approved Driver Operator Pumper certification prior the assessment center
  3. Attend PFA's Acting Lieutenant Academy prior to assessment center
- B. LIEUTENANTS. Minimum requirements to test for Lieutenant are:
1. Five (5) years of service as career Firefighter with the PFA
  2. Qualified as an Acting DOP or Promoted Engineer
  3. Qualified as an Acting Lieutenant
  4. PFA approved Fire Officer I certification by the date of promotion
    - Should a candidate not have Fire Officer I by the date of promotion, they will be bypassed but remain at their overall rank on the list.
- C. CAPTAINS. Minimum requirements to test for Captain are:
1. Two (2) years of service as career Lieutenant with the PFA
  2. Attend PFA's Acting Battalion Chief Academy prior to assessment center
  3. PFA approved Fire officer II certification by the date of promotion
    - Should a candidate not have Fire Officer II by the date of promotion, they will be bypassed but remain at their overall rank on the list.
- D. BATTALION CHIEF. Minimum requirements to test for Battalion Chief are:
1. Four (4) years as an officer with the PFA
  2. Attend PFA's Acting Battalion Chief Academy prior to assessment center
  3. PFA approved Fire Officer II certification by the date of promotion
    - Should a candidate not have Fire Officer II by the date of promotion, they will be bypassed but remain at their overall rank on the list.

## **ARTICLE 55 - Uniforms**

### **SECTION 1. 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 and Non-Shift Personnel.

## SECTION 2. 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 56 - 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 (PPE) 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**

<b>From</b>	<b>Destination</b>												
	<b>Sta 1</b>	<b>Sta 2</b>	<b>Sta 3</b>	<b>Sta 4</b>	<b>Sta 5</b>	<b>Sta 6</b>	<b>Sta 7</b>	<b>Sta 8</b>	<b>Sta 10</b>	<b>Sta 12</b>	<b>Sta 13</b>	<b>Sta 14</b>	<b>Admin</b>
<b>Sta 1</b>		2.0	2.0	4.5	5.0	3.5	5.8	8.8	4.5	3.0	5.0	8.0	1.2
<b>Sta 2</b>	2.0		3.0	3.0	8.0	5.0	4.5	10.7	6.5	5.0	3.0	10.0	3.1
<b>Sta 3</b>	2.0	3.0		3.0	3.5	5.0	7.1	8.5	3.5	5.0	6.0	6.0	2.5
<b>Sta 4</b>	4.5	3.0	3.0		4.5	7.0	6.2	9.5	4.5	7.0	4.5	8.0	5.4
<b>Sta 5</b>	5.0	8.0	3.5	4.5		8.0	10.0	5.2	3.5	8.5	8.5	3.5	5.1
<b>Sta 6</b>	3.5	5.0	5.0	7.0	8.0		7.9	6.8	3.5	4.5	8.5	6.0	2.3
<b>Sta 7</b>	7.0	5.0	8.0	7.0	12.0	9.0		15.3	10.5	4.0	3.0	14.0	6.7
<b>Sta 8</b>	8.8	10.7	8.5	9.5	5.2	6.8	15.0		5.0	11.4	13.3	5.4	7.1
<b>Sta10</b>	4.5	6.5	3.5	4.5	3.5	3.5	9.3	5.0		7.5	9.0	3.5	2.7
<b>Sta 12</b>	3.0	5.0	5.0	7.0	8.5	4.5	3.5	11.4	7.5		5.0	11.0	4.0
<b>Sta 13</b>	5.0	3.0	6.0	4.5	8.5	8.5	3.0	13.3	9.0	5.0		12.5	5.4
<b>Sta 14</b>	8.0	10.0	6.0	8.0	3.5	6.0	13.0	5.4	3.5	11.0	12.5		5.9
<b>Admin</b>	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 57 - Discipline Matrix**

SECTION 1. MATRIX.

- A. This discipline process and matrix were created through research and review of discipline processes and matrix documents from other agencies, and in collaboration with members of the Union and Authority management. This discipline matrix was created to align with the Authority’s Mission, Vision, and Principles, the Authority’s policies and procedures, and community expectations. The matrix is also intended to establish a clear and transparent process for those involved in a disciplinary action.
- B. The matrix is one element of the disciplinary process, which is designed to further the following goals:
  - 1. Establish a culture of accountability, personal responsibility, and professionalism
  - 2. Change an employee’s behavior so the individual becomes more effective within the organization
  - 3. Educate employees regarding standards of conduct and the discipline process

4. Discourage future misconduct and/or unsatisfactory performance
  5. Provide the framework for appropriate and consistent discipline
  6. Impose consequences that are proportional to the seriousness of the violation
- C. This matrix does not attempt to catalog all possible violations and the corresponding levels of discipline. To achieve consistency, levels of discipline are presumed to be reasonable and appropriate for the given offenses and that the conduct listed constitutes just cause for the discipline. However, the Authority will use aggravating and mitigating factors to adjust levels of discipline accordingly.
- D. The Authority retains the right to vary from this matrix as the unique circumstances of the violation may warrant. Discipline will only be issued for just cause. The Authority will document the basis of any variance from the matrix in the discipline decision.
- E. This discipline process and matrix do not apply to 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. PROCEDURE

- A. The matrix provides discipline Levels I through VI, with Level I being the least severe and Level VI being the most severe. It is understood that no document can list every possible situation that may occur. For violations not specified on the matrix, the discipline will be determined using the closest comparable item from the matrix. Additional violations will be assessed based on descriptions from the matrix.
- B. On limited occasions, there will be extraordinary circumstances which would justify a lesser or greater level/type of discipline than that allowed under the matrix. The Fire Chief has the authority to declare extraordinary circumstances.
- C. Mitigating, aggravating, and extraordinary circumstances relied upon to deviate from the matrix must be articulated in writing and presented to the employee. Such deviations will not be presumed to be reasonable and are subject to just cause review.
- D. Coaching, training, counseling, Performance Improvement Plan ("PIP"), or other tools are not disciplinary in nature, but may be included with any discipline.
- E. Demotion and/or extension of, or placement on probation (Level B pay), may be included with discipline in Levels III-VI.

F. A period of suspension for 40-hour personnel will be calculated to have an equivalent financial impact as it would on 56-hour personnel utilizing the current conversion rate.

G. The Authority will determine when a suspension will be served based on operational needs.

**DISCIPLINE MATRIX**

Levels	Description	Examples of Violations	<b>Presumptive Discipline (Tiers):</b> In order to move to a higher tier of discipline within the same Level, a second or third violation must be the same as or similar in nature to a preceding violation.		
I	Minor policy violation with minimal negative impact on Authority image or operations, relationships with other firefighters, agency partners, or the community.	<ul style="list-style-type: none"> <li>● On-duty driving infractions (speeding, running red light)</li> <li>● Poor customer service (internal or external)</li> <li>● PPE or uniform violations</li> <li>● Failure to advise of address and/or telephone change</li> <li>● Unauthorized ride-a-long</li> <li>● Use of tobacco</li> <li>● Leave misuse, tardiness, absenteeism</li> <li>● Flagrant or repeated late submission of report(s)</li> </ul>	<u>1<sup>st</sup> Violation (Tier 1):</u>  Up to Oral Warning	<u>2<sup>nd</sup> Violation (Tier 2):</u>  Up to Written Warning	<u>Additional Violations (Tier 3):</u>  Up to 24 hours unpaid suspension
II	Minor policy infraction with more than minimal negative impact on the Authority image or operations, relationships with other firefighters, agency partners, or the community.	<ul style="list-style-type: none"> <li>● Three or more repeated violations from Level I: discipline may begin at Tier 3</li> <li>● Preventable at-fault collision</li> <li>● Failure to properly maintain issued equipment or gear</li> <li>● Failure to take appropriate action in your assigned position</li> </ul>	<u>1<sup>st</sup> Violation (Tier 1):</u>  Up to Written Warning	<u>2<sup>nd</sup> Violation (Tier 2):</u>  Up to 24 hours unpaid suspension	<u>Additional Violations (Tier 3):</u>  Up to 48 hours unpaid suspension

Levels	Description	Examples of Violations	<b>Presumptive Discipline (Tiers):</b> In order to move to a higher tier of discipline within the same Level, a second or third violation must be the same as or similar in nature to a preceding violation.		
		<ul style="list-style-type: none"> <li>● Failure to obtain or maintain certifications or qualifications required for position/assignment (e.g., HazMat, swift water, etc.)</li> <li>● Improper use of Authority vehicle</li> <li>● Use of Authority position for personal benefit or gain</li> <li>● Failure to respond to call for mandatory hire</li> </ul>			
III	Major policy infraction with pronounced negative impact on Authority operations, relationships with other firefighters, agency partners, or the community.	<ul style="list-style-type: none"> <li>● Three or more repeated violations from Level II: discipline may begin at Tier 3</li> <li>● Failure to provide appropriate scene supervision</li> <li>● Unauthorized or improper dissemination of Authority information</li> <li>● Loss of or failure to secure Knox box key without taking timely and appropriate remedial action</li> <li>● Insubordination</li> <li>● Failure to obtain or maintain EMT license</li> <li>● Cheating on tests or other assignments required for employment</li> <li>● Failure to obtain</li> </ul>	<u>1<sup>st</sup> Violation (Tier 1):</u>  Up to 24 hours unpaid suspension	<u>2<sup>nd</sup> Violation (Tier 2):</u>  Up to 48 hours unpaid suspension	<u>Additional Violations (Tier 3):</u>  Up to 96 hours unpaid suspension

Levels	Description	Examples of Violations	<b>Presumptive Discipline (Tiers):</b> In order to move to a higher tier of discipline within the same Level, a second or third violation must be the same as or similar in nature to a preceding violation.		
		<p>qualifications required for rank within designated time frame (e.g., acting qualifications, DOP, DOA, ICS, Fire Officer, Safety Officer, etc.)</p>			
<b>IV</b>	<p>Major misconduct with significant negative impact on Authority operations, relationships with other firefighters, agency partners, or the community.</p>	<ul style="list-style-type: none"> <li>● Three or more repeated violations from Level III: discipline may begin with Tier 3</li> <li>● Improper dissemination of confidential patient information</li> <li>● Leaving assignment without permission</li> <li>● Failure to make mandated reports to HR (e.g., workplace harassment, discrimination)</li> </ul>	<p><u>1<sup>st</sup> Violation (Tier 1):</u></p> <p>Up to 48 hours unpaid suspension</p>	<p><u>2<sup>nd</sup> Violation (Tier 2):</u></p> <p>Up to 96 hours unpaid suspension</p>	<p><u>Additional Violations (Tier 3):</u></p> <p>Up to 240 hours unpaid suspension</p>
<b>V</b>	<p>Misdemeanor criminal conduct or severe misconduct with major negative impact on Authority operations, relationships with other firefighters, agency partners, or the community. Includes conduct that could effectively disqualify a firefighter from</p>	<ul style="list-style-type: none"> <li>● Misdemeanor criminal conduct</li> <li>● Obstructing or hindering a criminal or internal investigation</li> <li>● Purchase or consumption of an intoxicant while on duty</li> <li>● Failure to renew EMS certifications or other job-related qualifications due to fraud</li> <li>● Theft or intentional destruction, loss, or</li> </ul>	<p><u>1<sup>st</sup> Violation (Tier 1):</u></p> <p>Up to 96 hours unpaid suspension</p>	<p><u>2<sup>nd</sup> Violation (Tier 2):</u></p> <p>Up to 240 hours unpaid suspension</p>	<p><u>Additional Violations (Tier 3):</u></p> <p>Up to termination</p>

Levels	Description	Examples of Violations	<b>Presumptive Discipline (Tiers):</b> In order to move to a higher tier of discipline within the same Level, a second or third violation must be the same as or similar in nature to a preceding violation.		
	continued employment as a firefighter.	abuse of Authority property			
<b>VI</b>	Felony criminal conduct or severe misconduct that demonstrates serious lack of ethics, integrity, or character and includes conduct that would disqualify an employee from continued employment with the Authority.	<ul style="list-style-type: none"> <li>● Felony criminal conduct</li> <li>● Intentional falsification or destruction of reports or documentation</li> </ul>	<u>Any Violation:</u>  Up to termination		

**SECTION 3. MITIGATING AND AGGRAVATING CIRCUMSTANCES**

A. The Authority recognizes that every situation is different, and that mitigating or aggravating circumstances may affect the discipline imposed. The list below outlines mitigating and aggravating factors that may be considered in the imposition of discipline. This list is not intended to be inclusive of every factor that could be considered.

1. Mitigating

- a. The employee exhibited accountability, integrity, and/or respect
  - i. Self-reported an issue in a timely manner
  - ii. The issue would not have come to light without self-report
  - iii. Lack of intent
  - iv. Fully disclosed relevant information
  - v. Took suitable steps to improve behavior/situation
  - vi. Implemented effective measures to modify conduct
  - vii. Receptive to correction/displayed cooperative attitude
  - viii. Open to remedial measures

- b. Other considerations
  - i. Prior work history, such as positive evaluations and/or work performance, or voluntary, advanced, job-related training
  - ii. Minimal or lack of prior disciplinary history relative to the employee's years of service
  - iii. Could have happened to anyone else in the same circumstances (e.g., system, policy, or training issue)
  - iv. Seniority will be weighed against the factors surrounding the incident (experience, training, circumstances of the event)
  - v. Time in position/role

## 2. Aggravating

- a. Employee failed to exhibit accountability, integrity, and/or respect
  - i. Did not report issue in a timely manner
  - ii. Attempted to delay or cover up issue
  - iii. Omitted relevant information
  - iv. Intentional act
  - v. Disregarded factors a reasonable person would have considered
  - vi. Unreceptive to correction/displayed poor attitude
  - vii. Uncooperative with investigation
  - viii. Dishonesty
  - ix. Criminal conviction
  - x. Non-discriminatory harassing or retaliatory conduct
  - xi. Does not take responsibility for their actions
  - xii. Recency, relatedness, seriousness, and history of prior sustained discipline
  - xiii. Responsibility of rank (higher rank held to higher standard)
  - xiv. Time in position/role

## **ARTICLE 58 - Discipline Process**

### SECTION 1. LEVELS OF DISCIPLINE

A. Below are the types of discipline that may be imposed:

1. Documented oral warning- Defined in Document Oral Warning provision below. In determining whether to advance to the next tier of discipline in the matrix, the timeframe for considering a prior documented oral warning is one year from the date the discipline was issued.

2. Written warning- Defined in Written Warning provision below. In determining whether to advance to the next tier of discipline in the matrix, the timeframe for considering a prior written warning is three years from the date the discipline was issued.
3. Reduction of pay within grade- A reduction in pay within a pay grade results from loss of state certification or tech rating, failure to obtain or maintain requirements for rank, or for performance deficiencies or disciplinary reasons. This will be documented in the employee's personnel file. Only a Division Chief or higher may impose a reduction of pay within grade. In determining whether to advance to the next tier of discipline within the matrix, the timeframe for considering a prior reduction of pay within a grade is three years.
4. Suspension- A suspension is a period of time without pay. The suspension will be in writing and will state the reason for and length of suspension. In determining whether to advance to the next level of discipline in the matrix, the timeframe for considering a prior 24-hour or 48-hour suspension is five years from the date the discipline was issued. The timeframe for considering a suspension greater than 48-hours is unlimited. Only a Division Chief or higher may impose a suspension.
5. Demotion- A demotion is an involuntary change to a position in a lower pay grade. Only a Division Chief or higher may demote an employee. An employee may be demoted 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.
6. Termination- Termination is dismissing the employee from employment with the Authority. Only a Division Chief or higher may impose termination.

Extension of, or placement on, probation may be included as part of the discipline listed in 3 through 5, above.

## SECTION 2. DEFINITIONS

- A. Fact Finding. Fact finding is an early, informal step in investigating potential employee misconduct. It is performed by the immediate supervisor with a focus on gathering pertinent information. This involves examining relevant events, identifying violated

policies or procedures, considering organizational impact, and determining the parties involved in the alleged misconduct. The immediate supervisor is tasked with considering and documenting enough relevant details to determine whether the alleged misconduct could result in discipline above an oral warning. If so, the next level supervisor shall be notified and shall participate as indicated in the applicable level of discipline being considered.

- B. Discipline Form. The Discipline Form is located in “Forms” on the PFA FDC. This document shall be utilized by the appropriate supervisor to record discipline imposed at any level and tier. The Discipline Form shall be filled out, printed, signed, and sent via email to the appropriate Chain of Command as defined on the form.

### SECTION 3. DOCUMENTED ORAL WARNING

- A. An oral warning is the least severe disciplinary action. Such a warning shall 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 and the Human Resources Division Director will retain a written record of the oral warning in the employee’s personnel file. The employee will be notified that an oral warning is a step in the disciplinary process. In determining whether to advance to the next tier of discipline in the matrix, the timeframe for considering a documented oral warning is one year from the date the discipline was issued.

#### B. Steps in the Documented Oral Warning Process

1. Awareness of potential issue
2. Fact finding (defined above)
3. Meeting
4. Reference matrix
5. Supervisor decision/documentation

- C. Meeting. A disciplinary meeting shall be held with the immediate supervisor, the employee, and a Union representative if requested by the employee or supervisor, to provide the employee with a written summary of the alleged violation(s) and supporting facts, and that an oral warning is being considered. During that meeting, the employee will be provided an opportunity to respond to the allegations and present information regarding mitigating circumstances. The immediate supervisor is tasked with considering and documenting enough relevant details to determine whether the alleged misconduct could result in discipline above an oral warning.

D. Decision/Documentation. After review of the employee's response to the allegations against him or her, the immediate supervisor will make a determination as to what disciplinary action, if any, shall be applied. If an oral warning remains the appropriate disciplinary action, the immediate supervisor will deliver it to the employee and email a copy to the Human Resources Division Director. The employee will be provided with all information and documentation related to the oral warning within five (5) business days of the issuance of the oral warning.

The immediate supervisor shall notify the employee, the next level supervisor, and the employee's Union representative if the immediate supervisor is considering a written warning. The written warning process shall then be followed.

The immediate supervisor shall notify the employee, the next level supervisor, and the employee's Union representative if the immediate supervisor believes major discipline should be considered. The applicable major discipline procedures shall then be followed.

If an oral warning is issued, the employee has the opportunity to draft a rebuttal or explanatory letter that will be attached to the oral warning. This letter must be submitted within 15 business days. Whenever a previous oral warning is a consideration for moving to a higher tier of discipline, an employee's rebuttal letter must be reviewed in conjunction with the oral warning and may be considered for mitigating circumstances.

An employee may request to have an oral warning associated with discipline in Levels I-III removed from their personnel file after one year by writing a letter to the Fire Chief. The oral warning will be removed from the personnel file unless the employee has not addressed the required corrective action as it is documented in the oral warning.

#### SECTION 4. WRITTEN WARNING

A. A written warning shall inform the employee of the violation(s), the required corrective action, and the consequences should the employee repeat the violation. Any aggravating or mitigating circumstances will be documented in the written warning. The employee is expected to 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. In determining whether to advance to the next tier of discipline in the matrix, the timeframe for considering a written warning is three years from the date the discipline was issued.

#### B. Steps in the Written Warning Process

1. Awareness of potential issue
2. Fact finding (defined above)
3. Notification to next level supervisor and Union Executive Board member

4. Meeting
5. Reference matrix
6. Supervisor decision/documentation

C. Meeting. A disciplinary meeting shall be held with the immediate supervisor, next level supervisor, Union representative, and the employee to provide the employee with a written summary of the alleged violation(s), supporting facts, and that a written warning is being considered. During that meeting, the employee will be provided an opportunity to respond to the allegations and present documents and information regarding mitigating circumstances. The immediate supervisor and next level supervisor are tasked with considering and documenting enough relevant details to determine whether the alleged misconduct could result in discipline above a written warning.

D. Decision/documentation. After review of the employee's response to the allegations against the employee, and all documentation and information, the immediate supervisor and next level supervisor will make the final determination as to what disciplinary action, if any, is appropriate. If a written warning remains the appropriate disciplinary action, the immediate supervisor will deliver it to the employee. Within five (5) business days of the issuance of a written warning, the employee and Union will be provided with a complete copy of any investigative file with the names of witnesses redacted. If the immediate supervisor and next level supervisor determine that major discipline may be warranted, they shall submit a written recommendation to the next level supervisor, with a copy provided to the employee and the Union representative. The procedures for major discipline shall be followed.

If a written warning is issued, the employee has the opportunity to draft a rebuttal or explanatory letter that will be attached to the written warning. This letter must be submitted within 15 business days. Whenever a previous written warning is a consideration for moving to a higher tier of discipline, an employee's rebuttal letter must be reviewed in conjunction with the written warning and may be considered for mitigating circumstances.

An employee may request to have a written warning associated with discipline in Levels I-III removed from their personnel file after three years by writing a letter to the Fire Chief. The written warning will be removed from the personnel file unless the employee has not addressed the required corrective action as it is documented in the written warning.

## SECTION 5. MAJOR DISCIPLINE

### A. Steps in the Major Discipline Process

1. Awareness of potential issue
2. Fact finding (defined above)

3. Notification to next level supervisor and Union Executive Board
4. Initial meeting
5. Administrative investigation
6. Reference matrix
7. Notification of discipline recommendation
8. Pre-deprivation hearing
9. Discipline decision

#### Major Discipline Appeal Process

1. Appeal
2. Non-Binding Arbitration
3. Final decision by Fire Chief

- B. Initial Meeting. The initial meeting will serve as an opportunity for the employee to receive the charge/allegations against them.

An initial meeting provides a forum where the employee can, if they choose, clarify, expand upon, or rebut charges or allegations against the employee for the benefit of the employee's reputation and/or current level of employment.

Attendees at the meeting may include the employee, supervisor, Union representative who must be appointed by the Executive Board, and the Battalion Chief or higher-ranking officer ("Chief Officer") who will be recommending discipline, if any. The Chief Officer that will be making the final decision will not be included in the initial meeting to maintain impartiality.

- C. Administrative Investigation. Administrative investigations gather information regarding suspected violations of the Authority's Rules, the 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's legal counsel and Human Resources Division Director will provide advice as to the procedures for such investigations and the lawfulness of methods to be used, such as searches, tests, or examinations.

The Division Chief or Fire Chief will assign a Chief Officer or Human Resources Division Director 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 knowledge, experience, and background pertinent to the issues under investigation.

For the duration of the investigation, the employee will be provided weekly updates from the individual who will be recommending the discipline or their designee about the status of the investigation.

If the employee participating in an investigatory interview reasonably believes the investigation will result in disciplinary action, they have the right to request up to two Bargaining Unit Members, at least one of which must be appointed by the Union's Executive Board, to be present to provide advice or assistance to the employee. This may include 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. An employee shall not be considered to be acting in an uncooperative manner by invoking their right to have Bargaining Unit Members present.

#### SECTION 6. 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, where such searches are limited to the basis for the administrative investigation. 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 do not have any reasonable expectation of privacy in any such things or their contents. An employee also does not have a reasonable expectation of privacy in personal property located upon Authority property where such searches are limited to the basis for the administrative investigation. 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).

#### SECTION 7. PRE-DEPRIVATION PROCEDURE

- A. General. Employees will be provided an opportunity to be heard prior to the imposition of major discipline, as defined above. Introductory employees are not provided an opportunity to be heard prior to the imposition of major discipline.
- B. Written Recommendation.
  - 1. A description of the performance problem or conduct, leading to the pre-deprivation hearing and proposed disciplinary action.

2. Related background information, such as previous disciplinary actions.
  3. Type of discipline or action being considered.
  4. Notice that the employee may waive their right to the pre-deprivation hearing.
  5. Notice that the employee may have an attorney and up to two Bargaining Unit Members, at least one of which must be appointed by the Union's Executive Board, at the hearing.
  6. Signature line for the employee to acknowledge receipt of the recommendation.
- C. Discipline Recommendation. A disciplinary meeting shall be held with the Chief Officer who conducted the investigation, Human Resources designee, and the employee to provide the employee with notice of the recommended discipline and supporting facts. The employee may have an attorney and up to two Bargaining Unit Members, at least one of which must be appointed by the Union's Executive Board, at the meeting. The Authority will provide the employee and Union representative with the complete investigative file, with the names of witnesses redacted, from any administrative investigation that was conducted in connection with the discipline recommendation.
- D. Hearing. Within ten (10) business days after the discipline recommendation meeting, the employee will be provided an opportunity to participate in a hearing to respond to the allegations and present documents and information regarding mitigating circumstances. The employee may have an attorney and up to two Bargaining Unit Members, at least one of which must be appointed by the Union's Executive Board, at the meeting. The role of the attorney and Bargaining Unit Member(s) will be to provide advice or assistance to the employee but will not include speaking on behalf of the employee or in any way interfering with the conduct of the hearing. The hearing will be recorded (audio and/or video) and may include other Authority representatives, such as the Chief Officer issuing the recommendations, other supervisors or employees, the Human Resources Division Director, and attorneys.

## SECTION 8. MAJOR DISCIPLINE DECISION

- A. A decision whether to impose major discipline, and if so, what type, will be made by a Chief Officer after the pre-deprivation hearing and within a reasonable time period, as determined by the Chief Officer and communicated to the employee. The Chief Officer deciding whether to impose major discipline shall be different from the Chief Officer who recommended the major discipline and shall be appointed by the Fire Chief. If the

discipline to be imposed is reduction of pay within grade or more severe discipline, it will be imposed by a Division Chief. The Chief Officer shall provide the employee and the Union with a weekly update on the status of issuing a decision, at the request of the employee or Union representative.

- B. The Chief Officer issuing the written decision shall meet with the employee and their representatives to present the decision. All parties involved will agree on the date and time of the meeting.
- C. The decision meeting will include the Chief Officer who issued the decision, the employee and their representatives, and the Human Resources designee. The employee will be provided with the decision and advised of what actions are expected to comply with the decision. The employee will also be advised of their right to appeal the decision.

#### SECTION 9. APPEAL.

In cases of major discipline, the employee may file a written appeal with the Human Resources Division Director within five (5) business days of receipt of the disciplinary decision. The appeal must contain (1) the employee's reason(s) for objecting to the disciplinary action; and (2) all supporting documentation and information regarding their complaint. The Fire Chief will designate a Chief Officer to evaluate the documentation and information surrounding the discipline and respective appeal, conduct interviews as needed, and provide a decision on the appeal within fifteen (15) business days of the appeal, or as soon thereafter as practicable; provided, that the Human Resources Division Director shall notify the employee that the decision will be delayed and the anticipated date that it will be issued. Employment decisions will stand during the appeal process.

#### SECTION 10. NON-BINDING ARBITRATION FOR MAJOR DISCIPLINE

- A. If the employee wants to have the major discipline decision submitted to non-binding arbitration, the employee must submit a written request for non-binding arbitration to the Human Resources Division Director within ten (10) business days after receipt of the major discipline decision. The request for non-binding arbitration must contain a short statement of the employee's position and, indicate the grounds for the request for non-binding arbitration, and the identity of any party or parties (e.g., the Union, or private legal counsel) who will be representing the employee in the non-binding arbitration.
- B. Within fifteen (15) business days of receiving the request for non-binding arbitration, the Human Resources Division Director 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 confer in-person, by telephone, by email or by an audio/video platform, and alternatively strike one (1) name from the list until one name remains. When one (1) name remains, that person becomes the arbitrator. 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.

- C. Within ninety (90) calendar days after being appointed, the arbitrator shall hold a hearing. 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.
- D. 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 non-binding arbitration. Each Party shall pay its own attorneys' fees, costs, and expenses.
- E. Within ten (10) business days of the end of the non-binding arbitration hearing, either or both Parties may submit to the arbitrator written briefs. A party intending to submit a brief shall notify the arbitrator of such intent within twenty-four (24) hours of the conclusion of the hearing. Within twenty (20) business days after receipt of the last written brief from a Party, or within twenty (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 Human Resources Division Director. The Human Resources Division Director will provide a copy of the arbitrator's non-binding findings and recommendations to the Chief Officer that issued the disciplinary decision and the Authority's legal counsel and may also provide it to other involved supervisory staff.

- F. 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 arbitration or the evidence presented at a 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 Division Director. The Authority's Human Resources Division Director will provide a copy to the Chief Officer who issued the disciplinary decision and the Authority's legal counsel and may also provide copies to other involved supervisory staff.

#### SECTION 11. DENIAL OF OPPORTUNITY.

If an employee is denied the opportunity to present an appeal as prescribed in this Article or if the employee is threatened or subjected to duress due to presenting the 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 appeal. An employee who fails to timely file an appeal shall not be considered to have been denied an opportunity to present an appeal.

Throughout the appeal process outlined 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 on their own or with alternative representation.

#### SECTION 12. TIME LIMITS.

- A. The Authority's Human Resources Division Director 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.
- B. An employee's failure to take action within any time limit (or extended limit) will terminate the 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 13. NO RETALIATION.

The Authority and the Union prohibit any form of retaliation against employees for using this 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 Division Director in writing, and appropriate action will be taken to investigate and resolve the complaint.

## **ARTICLE 59 - Issue Resolution Process**

### SECTION 1. ISSUE RESOLUTION

- A. The Issue Resolution Process is intended to address issues with 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.
- B. The Issue Resolution Process is available to all sworn employees, including Introductory employees who have completed the academy.
- C. Employees wishing to raise or seek resolution of work-related concerns should first discuss the matter with their immediate supervisor.
- D. If the issue has not been satisfactorily addressed or resolved after discussion with the immediate supervisor, the employee must complete the Issue Resolution Form located on the FDC.
- E. The Human Resources Division Director will forward the matter to the Division Chief, or directly to the Fire Chief, if the matter directly involves the Division Chief. The Division Chief or Fire Chief then may act as a facilitator, or designate a facilitator, to assist in addressing and resolving the issue. The employee may request assistance from the Union's Executive Board.

- F. The Division Chief or Fire Chief, at their 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.
  
- G. An Issue Resolution Form must be submitted within fifteen (15) business days of the incident that is the subject of the dispute or within fifteen (15) business days of when the employee should reasonably have known about the incident.

## **ARTICLE 60 - 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 61 - Savings Clause**

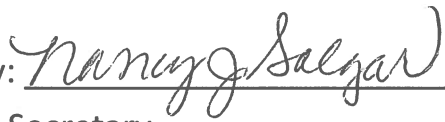
SECTION 1. Notwithstanding any other provisions of this Agreement to the contrary, in the event that any Article, or Subsections thereof, of this Agreement shall be declared invalid by any court of competent jurisdiction, or by any applicable State or Federal law or regulation, or should a decision by 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.

By:   
Susan Gutowsky, Chair

By:   
Eric Cook, President

Attested:

Attested:

By:   
Secretary

By:   
Secretary

**COLLECTIVE BARGAINING AGREEMENT - JANUARY 1, 2026 -DECEMBER 31, 2026, APPENDIX A**

Position	Biweekly Pay	Monthly Pay	Annual Pay	Job Type (56 Hr)	Job Type (40 Hr)	Pay Grade	Rank Spread	
<b>Introductory Firefighter</b>	\$3,034.46	\$6,574.67	<b>\$78,896.07</b>	9615	9610	PFB01	<b>70%</b>	
<b>Firefighter I - A</b>	\$3,901.45	\$8,453.15	<b>\$101,437.81</b>	9625	9630	PFB02	<b>90%</b>	
<b>Firefighter I - B</b>	\$3,745.40	\$8,115.02	<b>\$97,380.29</b>	9719	9721	PFB02		
<b>Firefighter I/40hr - A</b>	\$4,057.51	\$8,791.28	<b>\$105,495.32</b>	N/A	9776	PFB02		
<b>Firefighter I/40hr - B</b>	\$3,895.21	\$8,439.63	<b>\$101,275.51</b>	N/A	9777	PFB02		
<b>Firefighter II - A</b>	\$4,334.95	\$9,392.39	<b>\$112,708.67</b>	9640	9645	PFB03	<b>100%</b>	<b>BASE</b>
<b>Firefighter II - B</b>	\$4,161.55	\$9,016.69	<b>\$108,200.33</b>	9722	9723	PFB03		
<b>Firefighter II/40hr - A</b>	\$4,508.35	\$9,768.09	<b>\$117,217.02</b>	9640	9645	PFB03		
<b>Firefighter II/40hr - B</b>	\$4,328.01	\$9,377.36	<b>\$112,528.34</b>	9722	9723	PFB03		
<b>Firefighter DO - A</b>	\$4,508.35	\$9,768.09	<b>\$117,217.02</b>	9646	9648	PFB03	<b>104%</b>	
<b>Firefighter DO - B</b>	\$4,328.01	\$9,377.36	<b>\$112,528.34</b>	9724	9726	PFB03		
<b>Firefighter DO/40hr - A</b>	\$4,688.68	\$10,158.81	<b>\$121,905.70</b>	N/A	9759	PFB03		
<b>Firefighter DO/40hr - B</b>	\$4,501.13	\$9,752.46	<b>\$117,029.47</b>	N/A	9760	PFB03		
<b>Engineer - A</b>	\$4,811.79	\$10,425.55	<b>\$125,106.63</b>	9744	9745	PFB03	<b>111%</b>	
<b>Engineer - B</b>	\$4,619.32	\$10,008.53	<b>\$120,102.36</b>	9746	9747	PFB03		
<b>Engineer/40hr - A</b>	\$5,004.27	\$10,842.57	<b>\$130,110.89</b>	N/A	9761	PFB03		
<b>Engineer/40hr - B</b>	\$4,804.09	\$10,408.87	<b>\$124,906.46</b>	N/A	9762	PFB03		
<b>Lieutenant - A</b>	\$5,288.64	\$11,458.72	<b>\$137,504.58</b>	9748	9749	PFB06	<b>122%</b>	
<b>Lieutenant - B</b>	\$5,077.09	\$11,000.37	<b>\$132,004.40</b>	9750	9751	PFB06		
<b>Lieutenant/40hr - A</b>	\$5,500.18	\$11,917.06	<b>\$143,004.77</b>	N/A	9763	PFB06		
<b>Lieutenant/40hr - B</b>	\$5,280.18	\$11,440.38	<b>\$137,284.58</b>	N/A	9764	PFB06		
<b>Captain - A</b>	\$5,765.48	\$12,491.88	<b>\$149,902.54</b>	9752	9753	PFB07	<b>133%</b>	
<b>Captain - B</b>	\$5,534.86	\$11,992.20	<b>\$143,906.44</b>	9754	9755	PFB07		
<b>Captain/40hr - A</b>	\$5,996.10	\$12,991.55	<b>\$155,898.64</b>	N/A	9767	PFB07		
<b>Captain/40hr - B</b>	\$5,756.26	\$12,471.89	<b>\$149,662.69</b>	N/A	9768	PFB07		

NOTE: The B pay differentials (introductory period or disciplinary action) for all ranks will be 4%.