



COLLECTIVE BARGAINING AGREEMENT BETWEEN  
LOUISVILLE FIRE PROTECTION DISTRICT  
AND  
LOUISVILLE PROFESSIONAL FIREFIGHTERS, I.A.F.F. LOCAL 5194  
EFFECTIVE JANUARY 1, 2024 THROUGH DECEMBER 31, 2025

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## **PREAMBLE**

This Agreement between the District and the Union is designed to promote and improve labor relations between the District and the Union and to protect the health, safety, and welfare of the Employees and the public by assuring the orderly and uninterrupted operations and services of the District at all times.

## **ARTICLE 1 DEFINITIONS**

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

- A. "Agreement". This Collective Bargaining Agreement between the Union and the District.
- B. "Bargaining Unit". All full time, sworn employees of the District with the rank of Captain or below, regardless of their assignment or position in the organization. The Bargaining Unit does not include part-time, temporary or seasonal employees, clerical, maintenance or administrative personnel, or volunteers.
- C. "Board". The Board of Directors of the District.
- D. "District". The Louisville Fire Protection District.
- E. "Employee(s)". An employee(s) within the Bargaining Unit.
- F. "Fire Chief". The Fire Chief of the District, including an individual serving in an Acting Fire Chief capacity.
- G. "Probationary Employee(s)". An Employee(s) who has not yet completed the probationary period immediately following the date he/she is hired as a full-time Employee of the District.
- H. "Non-Shift Personnel". Employees who are assigned to work forty (40) hour work weeks.
- I. "Parties". Collectively, the District and the Union.
- J. "Party". Either the District or the Union.
- K. "Rule(s)". Collectively, the rules, policies and procedures adopted by the Board, including but not limited to the Career Personnel Handbook, the Standard Operating Guidelines and other directives or orders established by the Fire Chief, all as adopted established or amended from time to time.
- L. "Shift Personnel". Employees who are assigned to a position that requires them to work on average fifty-six (56) hours per work week.
- M. "Union". The Louisville Professional Firefighters, I.A.F.F. Local 5194.
- N. "Union Member(s)". An Employee(s) who at the time in question is a member of the Union.

**ARTICLE 2**  
**RECOGNITION AND TERM OF AGREEMENT**

SECTION 1. The District 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 Management Rights provisions set forth in Article 6. The District 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 District 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 11 (Collective Bargaining), whichever comes first. Notwithstanding any other provision of this Agreement the District shall have the right to negotiate and enter into independent contract(s) directly with a Bargaining Unit member for occasional and sporadic services he/she does not perform as part of his/her regular employment with the District.

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

SECTION 3. The Union shall provide access to this Agreement to all Employees and will provide a hard copy of the Agreement to an Employee upon written request.

SECTION 4. TERM. This Agreement shall be in effect from January 1, 2024 ending December 31, 2025.

**ARTICLE 3**  
**NO STRIKES OR LOCKOUTS**

SECTION 1. Since this Agreement provides for the orderly and friendly adjustments of all disputes, differences and grievances that may exist between the Union, the Employees and the District, the District 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 District deems appropriate, up to and including termination, in addition to whatever other remedies may be available to the District at law or in equity. No Employee shall receive any portion of his/her compensation while engaging in any activity that violates this Article 3.

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

**ARTICLE 4**  
**UNION SECURITY, ACTIVITY, COLLECTION OF DUES AND ASSESSMENTS**

SECTION 1. No Employee shall be required to become a Union Member as a condition of his/her employment or continued employment by the District, and there shall be no discrimination against any Employee on account of his/her membership or non-membership in the Union. An Employee who chooses not to become a Union Member shall not be charged an "agency fee" and shall be entitled to fair representation by the Union, except that the Union shall not be required to represent such Employee in any stage of a disciplinary action of this Agreement, unless the Employee requests such representation and agrees to pay the Union for the reasonable costs of such representation.

No provision of this Article shall prohibit the Union from providing legal, economic or job-related services or benefits beyond those provided in this Agreement with the District only to its members.

SECTION 2. The Union will be allowed to talk to Probationary Employees about Union activities that are mutually beneficial to the District and the community, during post academy training but prior to being placed online.

SECTION 3. It is recognized that all Employees may or may not join the Union at the individual's discretion.

SECTION 4.

- A. The District 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: (1) the amount of Union dues uniformly assessed all Union Members, and (2) initiation fees uniformly assessed against all Union Members.
- B. The Union will initially notify the District as to the amount of dues and initiation fees to be deducted. Such notification will be certified to the District in writing over the signature of the President or Secretary-Treasurer of the Union. Changes in the Union membership dues or fees will be similarly certified to the District and shall be done at least one month in advance of the effective date of such change. The District will remit to the Union such sums within thirty (30) days and shall accurately account for all changes in membership and monies deducted.

SECTION 5. The Union shall indemnify, defend and save the District 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 District for the purpose of complying with Section 4 of this Article 4.

**ARTICLE 5**  
**UNION ACTIVITIES AND LEAVE**

**SECTION 1. UNION ACTIVITIES**

- A. The District will allow the Union to conduct regular meetings of the Union at District facilities, provided that the scheduling and conducting of any Union meeting shall not interfere with the routine or the effectiveness of the District.
- B. Special and/or executive board Union meetings may be held at District 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 District, or interfere with previously scheduled meetings of other organizations.
- C. The Union shall be permitted to maintain, at each fire station, one bulletin board (up to 2' by 3' in size) and one locking file cabinet 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 District.

**SECTION 2. UNION LEAVE**

- A. Employees serving as Union officials or authorized representatives may be granted time away from their assigned shifts with prior approval of the Fire Chief or his designee, in order to conduct Union business. Whenever possible, requests for Union leave will be made at least 30 days in advance. The aggregate maximum amount of time which may be take collectively by the Employees as fully paid leave to conduct Union business under this Agreement shall not exceed ninety-six (96) hours per year. No such leave or permissions shall be granted for lobbying activities in any legislative forum on paid time. The Union shall endeavor to conduct all necessary Union business during the non-working time of the greatest number of Employees required for such business to the greatest extent possible. Said approval shall be granted by the Fire Chief when said leave would not disrupt or interfere with the service of the District.
- B. UNPAID LEAVE FOR NEGOTIATION PREPARATION. When approved by the Fire Chief, during and for a reasonable time before bargaining with District representatives for a successor collective bargaining agreement, the Union Bargaining Committee (not to exceed two persons) shall be granted unpaid leave from duty to conduct negotiations and deliberations.

**ARTICLE 6**  
**MANAGEMENT RIGHTS**

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

SECTION 2. Except where limited by an express provision of this Agreement, nothing in this Agreement shall be construed to restrict, limit, or impair the rights, powers and authority of the District 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 District 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 District's personnel, and the right to select, hire or appoint, implement corrective or disciplinary action or terminate, classify, reclassify, layoff, promote, demote, or transfer any Employee or other District personnel;
- F. The right to maintain the discipline and efficiency of District personnel;
- G. The right to organize or reorganize the District in any manner it chooses, including determining the size of the District, and job classification and ranks based upon duties assigned;
- H. The right to determine the District's safety, health and property protection measures;
- I. The right to allocate and assign work to all District 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 District's Rules;
- M. The right to transfer work from one position or employee/volunteer to another within the District, including Employees;

- N. The right to introduce new, improved or different methods and techniques of operation of the District 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;
- T. The right to determine and implement the methods, equipment, facilities and other means and personnel by which District operations are to be conducted, and to take the steps it deems necessary to maintain the efficiency and safety of said operations and of the 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 District Board and/or the Fire Chief from establishing, from time to time and at any time, and in their sole discretion, such minimum standards for Employees as are deemed necessary, including, but not limited to, annual testing of physical health, fitness, agility and other qualifications to the extent authorized by law.



**ARTICLE 7**  
**DISTRICT RULES**

SECTION 1. The District'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 District Board or Fire Chief, in its/his/her sole discretion, shall be binding upon the Parties; provided, however, to the extent any District 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 District'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 District 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**  
**LABOR-MANAGEMENT COMMITTEE**

SECTION 1. The District 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 that may be subject to the Contract Dispute Resolution Procedure set forth in Article 10, shall be appropriate items for consideration by the Labor-Management Committee, prior to either the Union or the District submitting a written request for resolution of the contract dispute pursuant to Step 1 of Section 3 of Article 10. Once that occurs, the Labor-Management Committee shall not consider the matter further, and the contract dispute shall be handled in the manner set forth in the Contract Dispute Resolution Procedure in Article 10.

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

SECTION 4. A quorum shall consist of a majority of the total membership of the Labor-Management Committee. The Labor-Management Committee shall meet monthly at times mutually agreeable to both parties. A written agenda of the matters to be discussed shall be provided by the Union if possible at least one (1) week in advance of the meeting, and the parties shall provide any additions to the agenda at least one (1) day in advance. Minutes shall be kept of each meeting. Copies of the minutes shall be typed and promptly distributed to all members of the Labor-Management Committee. The Labor-Management Committee shall recommend actions in writing to the appropriate party(ies).

## **ARTICLE 9 LAYOFFS**

SECTION 1. In the case of layoffs, the Employee with the least seniority shall be laid off first. Employees shall be recalled in the order of their total seniority. All time with the District as a paid, sworn Employee shall constitute "total seniority". Time with the District does not accrue while an Employee is on an unpaid leave of absence. No new Employee shall be hired until all laid-off Employees have been given a reasonable opportunity to return to work. As discussed in Section 4, a reasonable opportunity to return to work shall not exceed 20 calendar days after notice is given to the laid off Employee.

SECTION 2. Layoffs shall proceed in the following order:

- A. Employees shall be laid off in reverse order of total seniority: the most junior Employees within the District shall be laid off first, without regard to rank or classification.
- B. An Employee who is laid off shall be paid for all accrued but unused Time Off With Pay (TOWP) based on the Employee's regular hourly rate of pay on the date of separation.
- C. Employees who are laid off shall not suffer any loss in benefits accrued prior to the date of the action, e.g., Holidays, TOWP and pension benefits earned and unused at the time of the action.

SECTION 3. The District shall prepare and maintain a list, known as the "Reemployment List", of all Employees who are laid off, by rank or classification. In the event that vacancies occur within the District while Employees remain on the Reemployment List, the order of recall shall be determined by reference to the date of layoff and shall be used to offer employment opportunities that may become available by seniority to all Employees who have been laid off. No new Employee may be hired while any Employee in that rank or classification remains on the Reemployment List. Unless otherwise agreed, any Employees who are returned to their former positions shall be placed in the pay grade of their former rank, restored to the level of annual compensation that they would currently receive had they not been laid off. The Employee who returns to work following a lay off shall receive no credit for longevity while on layoff. An Employee who returns to work following a lay off shall be removed from the Reemployment List.

SECTION 4. Notice of recall to the Employee's former position shall be given to the Employee in writing at his/her last known address. The notice shall be by certified mail, return receipt requested. The Employee shall have twenty (20) days from the date the notice was sent to accept an offer of reinstatement, in which case written acceptance shall be sufficient in any form upon actual receipt by the Fire Chief. It is the Employee's obligation to notify the Fire Chief in writing of any change of address while laid off. An Employee who fails to respond to the notice within the twenty (20) day period, or who does not accept the offer of reinstatement within the twenty (20) day period, shall be removed from the Reemployment List.

SECTION 5. In the event that the District determines that layoffs will be required, the District shall notify the Union of the need to reduce the number of Employees at least forty-five (45) days before the effective date of a layoff. Such notice shall be given in writing addressed to the Union by certified mail. The notice shall disclose the number of positions affected, the rank or classification of each position so affected, and the work group, station, company, apparatus, crew or program, if any, which are to be disbanded. Immediately after issuing the notice, the District 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 District shall respond to any proposals which the Union may make in response to the subject matter of the notice.

**ARTICLE 10**  
**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 District 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 pursuant to Article 31, 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 District for such matters.

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

SECTION 3. CONTRACT DISPUTE PROCEDURE.

STEP 1: SUBMISSION OF CONTRACT DISPUTE. A contract dispute shall be submitted within thirty (30) calendar days of the date on which the incident or event giving rise to the contract dispute occurred or within thirty (30) calendar days of when the parties knew or should have known about the underlying event. If the contract dispute is by the Union, it shall be submitted to the Fire Chief or, in his/her absence, the next highest-ranking officer. If the contract dispute is by the District, it shall be submitted to the Union President, or in the President's absence, another Union officer or representative. The contract dispute shall, at a minimum, state:

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

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

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

The District may designate up to three (3) representatives to attend the meeting, one (1) of which representatives may be the District's legal counsel. The Union may designate up to three (3) representatives to attend the meeting, one (1) of which representatives may 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 District, the Union and the Employee(s) (if applicable) shall in good faith attempt to resolve the contract dispute.

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

contrary to or inconsistent with, increasing or decreasing any term, enlarging or diminishing any benefit or power, or modifying or varying in any way the terms of this Agreement. The Panel shall issue its written decision within thirty (30) days of conclusion of the hearing. The decision of the Panel shall be final and binding on the Parties.

**ARTICLE 11**  
**COLLECTIVE BARGAINING**

SECTION 1. COLLECTIVE BARGAINING AGREEMENT. A collective bargaining agreement entered into by the Parties will be for a term of at least one (1) year and no more than three (3) years, beginning January 1, and ending December 31, unless a different beginning date is agreed to by the Parties, recommended by advisory fact-finder and accepted by the Parties or set as result of an election pursuant to Article 12 (Interest Impasse Resolution). If a Party requests collective bargaining by sending notice to the other Party on or before May 1 of the year in which the Agreement expires, collective bargaining is required to commence no later than June 1. If no Party requests collective bargaining by May 1 of the year in which the Agreement expires, the Agreement will continue for the next calendar year. The same process shall be followed in the next year, meaning that either Party may request collective bargaining by sending notice to the other Party on or before May 1 of that year and collective bargaining shall commence by June 1 of that year. If no Party requests collective bargaining by May 1 of that year, the Agreement will continue for the next calendar year and so forth. Collective bargaining shall be completed no later than ninety (90) calendar days before the date on which a Ballot Issue or Ballot Question must be certified to the Boulder County Clerk and Recorder pursuant to Section 2 of Article 12, below. As set forth in Section 2(E) of Article 12, the Parties shall have the right to continue with collective bargaining through the non-binding interest arbitration.



**ARTICLE 12**  
**INTEREST IMPASSE RESOLUTION**

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

- A. Within four (4) business days of an impasse being declared, each Party shall submit to the other Party the name of an arbitrator it has selected. Each Party shall be solely responsible for all fees and costs incurred by the arbitrator it selected. The two (2) arbitrators selected shall attempt to agree upon an impartial arbitrator to act as the third arbitrator to hear the matters subject to impasse. If the two (2) arbitrators selected are unable to agree upon a neutral arbitrator within fifteen (15) calendar days from the date of the impasse being declared, 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 non-binding arbitration.
- B. Within thirty (30) calendar days after being appointed, the panel of three arbitrators ("Panel") shall hold a hearing on the final offers made by each Party on each issue submitted for non-binding arbitration. The hearing shall be informal, and the rules of evidence prevailing in judicial proceedings are not binding. The Panel may receive into evidence any written or electronic documents or information it deems relevant. The Panel 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 Panel may request the aid of the District Court for Boulder County ("Court"), and the Court issue an appropriate order. The Court may punish a failure to obey the order as contempt.
- C. The hearing shall be concluded within five (5) business days after it begins, unless the time is extended by mutual written agreement of the Parties. A Party may submit a written brief to the Panel within five (5) business days after the hearing is concluded. A Party intending to file a brief must notify the Panel in writing of such intent no later than twenty-four (24) hours of the hearing concluding.
- D. Within ten (10) business days after receipt of the last written brief from a Party, or within ten (10) business days of conclusion of the hearing if neither Party notified the Panel of its intent to file a written brief, the Panel shall issue a separate non-binding recommendation on each issue submitted for arbitration that states which final offer

submitted by each Party on each issue should be accepted by the Parties. The recommendations must include written findings of fact and a written recommendation on each issue presented. The Panel shall email the recommendations to each Party on the same date they are issued, at the email address provided by each Party. The Panel also shall mail an original signed copy of the written recommendations to each Party at the address each Party has provided. In arriving at a recommendation on each issue, the Panel may consider each of the eight (8) factors below:

1. The interests and welfare of the public;
  2. The compensation, hours, and terms and conditions of employment of the Bargaining Unit in comparison with the compensation, hours, and terms and conditions of employment of other fire department employees providing similar services in comparable Colorado communities;
  3. Stipulations of the Parties;
  4. The District's lawful authority;
  5. The District's financial ability to meet the costs involved;
  6. The impact on all of the District's services;
  7. Changes in the cost of living; and
  8. Other similar standards recognized in the resolution of interest disputes.
- E. If both Parties agree to all of the Panel's recommendations on all of the issues, all of the recommendations on all of the issues shall be incorporated into the Collective Bargaining Agreement. The Parties may mutually agree to make non-substantive changes to the recommendations as may be necessary to harmonize them with other provisions of the Collective Bargaining Agreement or as otherwise necessary to implement them from an administrative or operational perspective.
- F. The Parties shall bear equally the costs of the hearing (room rental, etc.). Each Party shall bear its own attorneys' fees, costs and expenses incurred in connection with the non-binding arbitration proceeding.
- G. Nothing in this Section 1 prohibits the Parties from continuing to bargain in good faith at any time during the non-binding arbitration proceeding. If at any point in the non-binding arbitration proceeding the Parties are able to resolve all or any portion of the issues submitted for non-binding arbitration, the Parties shall notify the Panel, and the Panel shall terminate the proceeding if all issues have been resolved or, if only a portion of the issues have been resolved, discontinue consideration of the issues resolved.

Notwithstanding anything to the contrary in this Section 1, any and all time periods set forth in this Section 1 shall be amended by mutual agreement of the Parties to ensure the entire non-binding arbitration process is completed, and the Parties have received the Panel's

recommendations, at least thirty (30) calendar days before the date on which a Ballot Issue or Ballot Question must be certified to the Boulder County Clerk and Recorder pursuant to Section 2, below.

## SECTION 2. ELECTION.

- A. If one (1) Party or both Parties reject the Panel's recommendations on one (1) or more of the issues, the Panel's recommendations on the rejected issue(s) shall be submitted to the eligible electors within the boundaries of the District ("Election"). "Eligible electors" shall have the same meaning as defined in C.R.S. 32-1-103(5), and any subsequent amendments thereto.
- B. If the Election is being conducted solely on one (1) or more of the Panel's recommendations rejected by the District, the District shall be solely responsible for all costs associated with conducting the Election. If the Election is being conducted solely on one (1) or more of the Panel's recommendations rejected by the Union, the Union shall be solely responsible for all costs associated with conducting the Election. If the Election is being conducted because both Parties have rejected one (1) or more of the Panel's recommendations, the Parties shall split equally all costs associated with conducting the Election.
- C. The Election shall be held in November of the year in which the impasse occurred under this Article 12. The Election shall be held as part of the coordinated elections being conducted by the Boulder County Clerk and Recorder, and shall be subject to the Colorado Local Government Election Code, C.R.S., § 1-13.5-101, *et seq.*, including any amendments thereto or any successor election codes (collectively, the "Election Code").
- D. The determination on an issue by the affirmative majority vote of the eligible electors who vote in the Election shall be binding on the Parties and shall be incorporated into the Collective Bargaining Agreement exactly as approved by the eligible electors. Such provisions cannot be modified, amended or eliminated by the Parties during the term of that Collective Bargaining Agreement, but may be modified, amended or eliminated through collective bargaining of a subsequent Collective Bargaining Agreement or through an amendment of a subsequent Collective Bargaining Agreement by mutual written agreement of the Parties.
- E. Nothing in this Section 2 prohibits the Parties from continuing to bargain in good faith at any time prior to the Ballot Question or Ballot Issue being certified to the Boulder County Clerk and Recorder. If at any point prior to that date the Parties are able to resolve some, but not all of the outstanding issues, those issues shall not be included in the Ballot Question or Ballot Issue that is certified to the Boulder County Clerk and Recorder. If the Parties have resolved all outstanding issues prior to that date, the Election proceeding shall be terminated.

SECTION 3. During impasse resolution proceedings conducted pursuant to this Article 12, the compensation, hours, and other terms and conditions of employment set forth in this Agreement may not be changed except by the Parties' written agreement, but any such agreement shall be without prejudice to either Party's rights or position in the impasse resolution proceedings.

SECTION 4. If in the future the Parties engage in collective bargaining regarding any aspect of this Article 12 and an impasse occurs, such impasse shall be resolved through the impasse resolution provisions set forth in this Article 12 at the time the impasse occurs.

**ARTICLE 13**  
**FLSA AGREEMENT/PAY SCHEDULE**

SECTION 1. SHIFT PERSONNEL. The annualized base salaries for Shift Personnel for calendar year 2024 - 2025 are set forth in Exhibit A. The annualized base salaries for Shift Personnel is intended to compensate them for all compensation owed for one hundred ninety-two (192) hours of work in each of the twenty-four (24) day work periods in a calendar year. Shift Personnel have no right to any portion of their base salary for hours not actually worked, unless such hours are compensated through a wage replacement benefit such as Time Off With Pay pursuant to Article 22. Shift Personnel shall receive overtime pay at the rate of one and one-half times their regular hourly rate of pay for all hours actually worked in excess of one hundred eighty-two (182) hours in a twenty-four (24) day work period; however, the base salary already includes pay at their regular hourly rate for one hundred ninety-two (192) hours and an additional one-half (½) hour of compensation for each of the ten (10) hours of regularly scheduled overtime in a twenty-four (24) day work period. Shift Personnel will be compensated at the rate of one and one-half (1½) hours for each hour of overtime actually worked in excess of one hundred ninety-two (192) hours in a twenty-four (24) day work period. For Shift Personnel, their regular hourly rate of pay shall be based on two thousand nine hundred twenty (2920) hours of work annually. Shift Personnel will be paid in accordance with the District's normal pay schedule.

SECTION 2. NON-SHIFT PERSONNEL. The annualized base salaries for Non-Shift Personnel for calendar year 2024 - 2025 are set forth in Exhibit A. The annualized base salaries for Non-Shift Personnel are intended to compensate them for all compensation owed for forty (40) hours of work in each workweek in a calendar year. Non-Shift Personnel have no right to any portion of their base salary for hours not actually worked, unless such hours are compensated through a wage replacement benefit such as Time Off With Pay pursuant to Article 22. Non-Shift Personnel shall receive overtime pay at the rate of one and one-half (1½) times their regular hourly rate of pay for all hours actually worked in excess of forty (40) hours in a workweek. For Non-Shift Personnel, their regular hourly rate of pay shall be based on two thousand eighty (2080) hours of work annually. Non-Shift Personnel will be paid in accordance with the District's normal pay schedule.

SECTION 3. ADMINISTRATIVE ASSIGNMENT. For an Employee temporarily assigned to an administrative position, each check he/she receives while in the administrative position will include compensation for actual hours worked each week, which is generally forty (40) hours of work each week. No overtime is regularly scheduled for these positions. While an Employee is temporarily assigned to an administrative position, he/she will be paid at the overtime rate of one and one-half (1½) times his/her hourly rate for any hours worked in excess of forty (40) hours in a work week. While an Employee is temporarily assigned to an administrative position, their regular hourly rate of pay shall be based on two thousand eighty (2080) hours of work annually. An Employee temporarily assigned to an administrative position will be paid in accordance with the District's normal pay schedule.

**ARTICLE 14**  
**ACTING PAY, TEMPORARY ASSIGNMENT PAY, LONGEVITY PAY, AND**  
**EDUCATION PAY**

SECTION 1. ACTING PAY. An Employee acting in a position listed below that is higher than his or her normal duty assignment will be paid at the hourly rate of pay for the position in which he or she is acting if the Employee works at least twelve (12) hours in the acting position. Once an Employee works twelve (12) hours in the acting position, he or she shall be paid at the hourly rate of pay for the acting position for all time actually worked in the acting position. Once the Employee returns to his or her normal duty assignment, the acting pay ends and the Employee will not be eligible for acting pay until he or she again works at least twelve (12) hours in a position listed below that is higher than his or her normal duty assignment. If an Employee works in an acting position(s) during a work period, his or her regular rate of pay for that work period is the weighted average of the regular rate of pay for his or her normal duty assignment and the regular rate of pay for the acting position(s) worked during the work period (“blended hourly rate”). That is, his or her total earnings (except statutory exclusions) are computed to include his or her compensation during that work period from all such rates, and are then divided by the total number of hours worked at all positions during that work period. Any overtime hours actually worked during that work period will be paid at 1½ times the blended hourly rate.

- A. Battalion Chief
- B. Captain
- C. Lieutenant
- D. Engineer

An Employee who is acting in a position listed below that is higher than his or her normal duty assignment as a result of a shift trade under Article 18 shall not be eligible for acting pay regardless of the number of hours or shifts worked in the higher position as a result of the shift trade.

SECTION 2. LONGEVITY PAY. An additional two percent (2%) of the hourly rate will be added to the base pay of each employee starting at the beginning of their tenth (10<sup>th</sup>), fifteenth (15<sup>th</sup>), twentieth (20<sup>th</sup>), twenty-fifth (25<sup>th</sup>), and thirtieth (30<sup>th</sup>) years. Longevity pay shall be regarded as part of an employee’s wages for the purposes of calculating hourly base wages.

SECTION 3. EDUCATION PAY. Employees will be awarded additional pay based on the level of education that employee has obtained. The increase to base pay will be awarded at 1% for an Associates degree, 2% for a Bachelors degree, and 3% for a Masters degree. Education pay shall be regarded as part of an employee’s wages for the purpose of calculating hourly base wages.

SECTION 4. FIELD TRAINING OFFICER PAY. The District shall select three (3) employees, one for shift A, B, and C, to function as the Field Training Officer (FTO) for the training on EMS policies for new hires, students, and overseeing Continuous Quality Improvement for their

respective shift. Employee selected for the FTO position will be a paramedic and have a minimum of two (2) years employment with the District and be a minimum of Grade 3 to qualify. Position will be paid an additional 5% on top of their base salary and they will fill the FTO position for a minimum of two (2) calendar years. Employee or Employees will be selected by the EMS division and that shift's Battalion Chief. If there is a need for a second FTO position on a shift due to multiple new hires or students, the second FTO position will be a paramedic and have a minimum of two (2) years employment with the District. They will be selected by the EMS division and that shift's Battalion Chief. They will be paid an additional 5% on top of their base salary only for the duration of their assignment.



**ARTICLE 15**  
**FILLING VACANT SHIFT POSITIONS TO MEET**  
**MINIMUM STAFFING**

SECTION 1. PROCEDURE FOR VOLUNTARILY FILLING VACANT SHIFT POSITION. If a shift position opening occurs that would make the District unable to meet minimum staffing, the District will attempt to fill the shift position using the following procedures:

- A. All eligible Employees will be notified of the opening using standard procedures, typically, with messages sent through the District's scheduling program.
- B. Employees will be given a specified period of time, as determined by the Fire Chief or designee, to notify the District of their desire to fill the shift position.
- C. After expiration of the specified time, or once all eligible Employees have responded, the shift position will be awarded to the eligible Employee with the least number of overtime hours since January 1 of the calendar year. If there is no Employee with the least number of overtime hours, the Fire Chief or designee will select the Employee to fill the position.

An Employee voluntarily filling a position under this Section 1 shall not be automatically paid overtime for the hours worked, but such hours shall be used in calculating whether the Employee will be entitled to overtime during that work period.

SECTION 2. PROCEDURE FOR REQUIRING AN EMPLOYEE TO FILL A VACANT SHIFT POSITION TO MEET MINIMUM STAFFING. If the District is unable to fill a vacant position through the procedure set forth in Section 1 above in order to meet minimum staffing, the District shall require an Employee who is on-call to fill the vacant shift position.

If more than one Employee is on-call, the Employee with the least total hours of overtime since January 1 of the calendar year shall be required to fill the shift position. Unless the position that needs to be filled requires a specific position, or skill set (i.e. Paramedic, Engineer, Lieutenant, etc.). If there is no Employee with the least number of overtime hours, the Fire Chief or designee will select the Employee to fill the shift position. An on-call Employee who is required to fill a shift position shall be paid 1.5 times his or her hourly rate of pay for all hours worked during the call-back.



**ARTICLE 16**  
**ON-CALL SCHEDULE**

SECTION 1, ON-CALL SCHEDULE. The District has the discretion to require Employees to be on-call, subject to the following restrictions:

- A. Employees cannot be required to be on-call the day after or the day before their regularly scheduled shift.
- B. Employees cannot be required to work more than seventy-two (72) hours of forced overtime each calendar month. Once they have worked seventy-two (72) hours of forced overtime, they may ask to be removed from the on-call schedule for the remainder of the month.

**ARTICLE 17**  
**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 District's intent to maintain current minimum staffing practices as follows:

- A. A minimum of eleven (11) operations Employees will be on duty at all times, comprised of the following:
  - 1. Two (2) Paramedics;
  - 2. Eight (8) EMT Firefighters that will include:
    - a. Two (2) qualified to work as an EMT on an ALS ambulance;
    - b. Two (2) Engineers or employees who can act in the Engineer position;
    - c. Two (2) Company Officers or employees who can act in the OIC position; and,
    - d. Two (2) minimally certified to EMT Basic Level.
  - 3. One (1) Chief Officer or employee who can act in the Battalion Chief position.

The Fire Chief or designee may alter the above staffing goals on a given day or shift as necessary to meet the operational needs of the District.

SECTION 2. NON-EMERGENCY TRANSFERS FROM AVISTA HOSPITAL TO CENTENNIAL PEAKS HOSPITAL.

- A. Non-emergency transfers will only be accepted during daytime hours (0600 to 2100);
- B. Non-emergency transfers will only be accepted if there is another in-service District ambulance located within the District's jurisdiction: and,
- C. Exceptions to the foregoing restrictions can be made by the on-duty Battalion Chief.

**ARTICLE 18**  
**SHIFT TRADES AND SCHEDULING**

**SECTION 1. WORK SCHEDULE.**

- A. **Non-Shift Personnel.** Full-time Non-Shift Personnel shall work a minimum forty (40) hours per workweek. In general, normal working hours shall be 8 a.m. to 5 p.m., Monday through Friday, with one-half (½) hour allowed for lunch and ten (10) minutes allowed twice each day for in-house breaks. (The Fire Chief can alter individual work hours as required).
- B. **Shift Personnel.** Shift Personnel shall be assigned to a 48/96 hour shift schedule. Shift Personnel assigned to the 48/96 shift schedule shall work two (2) twenty-four (24) hour shifts separated by ninety-six (96) hours off, as scheduled by the Fire Chief or their designee.
- C. The Labor-Management Committee shall be charged with continuing to monitor and evaluate various forms of shift schedules, including the 48/96 shift schedule, and their positive and negative impacts on Employees, and to make recommendations to the Fire Chief regarding current or potential future shift schedules as appropriate.

**SECTION 2. SHIFT TRADES.** Shift Personnel are permitted to trade shifts provided the following conditions are met:

- A. A line member seeking to trade a shift shall ensure that the District will not incur any additional expense as a result of the proposed shift trade, including overtime.
- B. All shift trades must be approved in advance by the Fire Chief or their designee. A completed shift trade request shall be submitted in the District's scheduling software before the proposed shift trade.
- C. No shift trade shall result in an Employee working more than three (3) consecutive twenty-four (24) hour shifts, unless approved Fire Chief or their designee in advance.
- D. The Shift Personnel trading shifts must have the qualifications and certifications necessary to work the shifts traded (i.e., Paramedic for Paramedic). Exceptions can be approved by the Fire Chief or their designee if there are sufficient other personnel with the required qualifications scheduled.
- E. If, as a result of a shift trade, an Employee is acting in a position listed in Article 14 (Acting Pay) that is higher than his or her normal duty assignment, the Employee shall not be eligible for acting pay regardless of number of hours or shifts worked in the higher position as a result of the shift trade.

## **ARTICLE 19 INSURANCE**

SECTION 1. HEALTH INSURANCE. For the term of this Agreement, the District shall contribute for each Employee 100% of the full cost of an individual health plan and 80% of the full cost of a single plus spouse, single plus child or children, or family health plan. If the District intends to change insurance providers and or benefit structures, the District will meet and confer with the Union in the determination of hospital and medical benefits to be provided under such health care plan; provided however, if the Union and the District are unable to mutually agree as to the benefits to be provided under such health care plan, the District reserves the right to determine and select such benefits as well as the insurance company or other provider of health care benefits for such plan; provided further that such benefits will be comparable to those described herein.

SECTION 2. DENTAL/VISION INSURANCE. For the term of this Agreement, the District shall offer group dental and vision plans. The District will cover the entire cost of the provided plans for the Employee and a portion of the family premium.

SECTION 3. SURVIVOR BENEFITS. The District agrees to pay the health benefits premiums for up to twelve (12) months, at the same level of coverage, following a line of duty death for the Employee's spouse and dependents.

SECTION 4. LIFE INSURANCE. The District shall maintain life insurance on all Employees. The insurance policy shall be for \$50,000 for each Employee.

SECTION 5. AD&D INSURANCE/ON THE JOB INJURY. Upon employment, an Employee will be enrolled in an Accidental Death and Dismemberment plan. The plan covers the Employee both on and off duty. Additionally, the Employee is covered by a Worker's Compensation program while on duty.

Employees injured on the job and unable to work will be placed on injury leave with pay commencing the date when the disability was determined. The determination of the inability to work shall be made by a physician designated by the District. Such leave shall not be charged against an Employee's accumulated Time Off With Pay (TOWP).

The District will pay the Employee the difference between Worker's Compensation benefits and regular straight time pay for up to ninety (90) calendar days from the date of the injury. Total compensation from all sources shall not exceed the Employee's regular salary.

After the ninety-first (91<sup>st</sup>) day, any additional period of injury leave will be charged to the Employee's accumulated TOWP.

Authorization to return to work will be made by the District's physician or their personal doctor at the Fire Chief's direction.

Unless otherwise limited by law, the Fire Chief may require the injured Employee to make an application to the District Board for disability benefits any time after one hundred eighty (180)

days from the date of disability, or if the Employee has reached maximum medical improvement, as determined by the District's physician and the Employee is unable to return to full duty.

SECTION 6. FIREFIGHTER HEART AND CIRCULATORY BENEFIT. The District shall pay the entire annual contribution for all Employees who are eligible for coverage under Senate Bill 14-172, the Firefighter Heart and Circulatory Benefits.

SECTION 7. VOLUNTARY FIREFIGHTER CANCER BENEFIT PROGRAM. The District shall pay the entire annual contribution for all Employees who are eligible for coverage under Senate Bill 17-214, the Voluntary Firefighter Cancer Benefit Program.

**ARTICLE 20**  
**PENSION/RETIREMENT SAVINGS**

SECTION 1. PERA DEFINED BENEFIT PLAN. The District will offer a retirement plan with PERA in which all Employees must participate. The District shall contribute the amount set by PERA and the Employee shall contribute the amount set by PERA. All terms of the pension plan shall be set according to state law.

## **ARTICLE 21 HOLIDAYS**

SECTION 1. SHIFT PERSONNEL. Shift Personnel will receive the following ten (10) paid holidays each year:

1. New Year's Day
2. Presidents Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving Day
7. Day after Thanksgiving Day
8. Christmas Day
9. Veteran's Day
10. Christmas Eve

"Holiday" means the period between 7:00 a.m. to 12:00 midnight of the day on which the holiday occurs.

Shift Personnel may use approved Time Off With Pay (TOWP) on workdays immediately preceding or following a designated Holiday, provided a written request is submitted five (5) days prior to the designated holiday.

Full-time Shift Personnel who do not work on a designated Holiday are not entitled to pay for the designated Holiday. Full-time Shift-Personnel whose shift begins at 7:00 a.m. shall be paid voluntary overtime compensation at the rate of one half ( $\frac{1}{2}$ ) times their normal rate of pay. The voluntary overtime compensation for designated Holidays will be calculated based on sixteen (16) hours per designated Holiday. By prior agreement, the voluntary overtime compensation will be paid on the first overtime check following the Holiday worked.

Under the current 48/96 shift schedule, any shift scheduled to work both December 24 & 25 will trade December 24th with the shift scheduled to work on December 23rd. The end result will be twenty-four (24) hour shifts worked on each of the four (4) days, which reflects a variance from the standard forty-eight (48) hour shift. This is to provide one Christmas holiday day off, instead of one shift having to work both Christmas Eve and Christmas Day. The same rules with regard to holiday pay, TOWP requests, etc. apply. Payroll matters will reflect the originally scheduled shift.

SECTION 2. NON-SHIFT PERSONNEL. Non-Shift Personnel (exempt and nonexempt) will receive the following eleven (11) paid holidays each year:

1. New Year's Day
2. President's Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving Day
7. Day after Thanksgiving
8. Christmas Day
9. 1-Floating Holidays
10. Veteran's Day
11. Christmas Eve

For Non-Shift Personnel, if the Holiday falls on a Saturday, it will be taken the previous Friday. If the Holiday falls on a Sunday, it will be taken the following Monday. Holidays not taken will be lost unless prior arrangements are made with the Fire Chief.

All full-time Non-Shift Personnel shall have designated Holidays off with pay, and shall be paid their regular rate of pay. All Non-Shift Personnel who work on a designated Holiday shall be paid voluntary overtime compensation at the rate of one half ( $\frac{1}{2}$ ) times their normal rate of pay. The voluntary overtime compensation for designated Holidays will be calculated based on eight (8) hours per designated Holiday. By prior agreement, the voluntary overtime compensation will be paid on the first overtime check following the Holiday worked.



**ARTICLE 22**  
**TIME OFF WITH PAY (TOWP)**

SECTION 1. SHIFT PERSONNEL TIME OFF WITH PAY. TOWP is offered to all full-time Shift Personnel as a part of their benefit package.

With prior approval of the Fire Chief or their designee, an Employee may take more TOWP than the Employee has accrued, however should the Employee's employment with the District terminate for any reason, the Employee shall pay to the District the amount of TOWP time taken that exceeded the annual allotment.

NOTE: No more than forty (40) hours will be authorized in a two (2) year period.

Non-exempt Employees assigned to a 48/96 schedule shall accrue TOWP days each year based upon years of service in accordance with the following schedule.

Years of service	Shifts of TOWP each year	Hours
1	8	192
2nd -4th	9	216
5th -7th	11	264
8th - 11th	13	302
12th - 15th	15	360
16th -20th	17	408
20+	19	456

TOWP is accrued by week based on the schedules above. Transitions from one amount of accrual to another are made in the pay period following the service anniversary.

A. Scheduled TOWP.

1. Management approval is required in advance of taking any TOWP. Requests for scheduled TOWP of one (1) shift or more for Shift Personnel need to be made at least thirty (30) days in advance. If more than two (2) Employee needs TOWP at the same time, it will require approval in advance from the Fire Chief.
2. TOWP may be taken in increments of twelve (12) hours for Shift Personnel.
3. Up to a maximum of six hundred (600) hours of TOWP can be carried over annually.

B. TOWP Request In Less than Thirty (30) Days. An Employee that requests TOWP less than thirty (30) days in advance of the date of the TOWP will be allowed to take the TOWP so long as there is no more than two (2) Employees off at any time (excluding the four (4) day off cycle), unless the request for TOWP is for medical reasons.

- C. TOWP will be counted as hours worked.
- D. TOWP Upon Separation. Upon separation from the District, an Employee will be paid unused TOWP as follows:
  - 1. Employees with 0-5 years: 70%
  - 2. Employees with 6 years or more: 100%
- E. TOWP Buyback. An Employee may cash out up to ninety-six (96) hours of TOWP annually, provided he/she maintains a minimum of ninety-six (96) hours in their TOWP bank.

**SECTION 2. NON-SHIFT PERSONNEL TIME OFF WITH PAY.** TOWP provisions from Section 1 of this Article apply to Non-Shift Personnel except as stated in this Section.

Exempt and non-exempt Non-Shift Personnel shall accrue TOWP days each year based upon years of service in accordance with the following schedule.

Years of service	Annual TOWP
1	16
2nd -4th	18
5th -7th	21
8th - 11th	23
12th - 15th	26
16th -20th	28
20+	31

- A. TOWP is accrued by week based on the schedules above. Transitions from one amount of accrual to another are made in the pay period following the service anniversary.
- B. Management approval is required in advance of taking any TOWP time. Requests for TOWP for two (2) days or more for Non-Shift Personnel need to be made at least thirty (30) days in advance, and in accordance with the Standard Operating Guidelines.
- C. Non-Shift Personnel may carry up to a maximum of forty (40) days TOWP annually.

**SECTION 3.** Any Shift Personnel taking in excess of four (4) consecutive shift days or any Non-Shift Personnel taking in excess of five (5) consecutive days for medical reasons shall provide a physician release to work statement.

**ARTICLE 23**  
**HEALTH AND WELLNESS**

SECTION 1. HEALTH/FITNESS STANDARDS. Physical fitness being essential to the safe and effective performance of firefighting duties, the District may provide the following:

- A. Firefighter physicals meeting the requirements set forth in NFPA 1582.
- B. Firefighter fitness assessments as outlined in NFPA 1583.

SECTION 2. FITNESS EQUIPMENT. The District will provide on duty and off-duty access to District fitness equipment and facilities.

SECTION 3. MENTAL HEALTH. Recognizing the increased mental health risks inherent in professions in emergency response, the District will provide a Peer Support and Mental Health Program that confidentially provides the following with no usage caps.

- A. Trained Peer Support Counselors (minimum one (1) per shift)
- B. Mental Health Counseling
- C. Substance Abuse Counseling
- D. Crisis Intervention

Employees suffering from mental health problems will be allowed to use their accrued and earned Time Off With Pay (TOWP) for the necessary time off involved in mental health treatment.

**ARTICLE 24**  
**FMLA LEAVE**

SECTION 1. FMLA Leave for Qualified Employees. Employees who qualify under the federal Family Medical and Leave Act shall be entitled to the leave benefits provided under, and subject to the requirements of, that law.

SECTION 2. EMPLOYEES WHO DO NOT QUALIFY FOR FMLA LEAVE. Full-time Employees who have less than one (1) year of service and/or have not worked at least one thousand two hundred fifty (1,250) hours during the preceding twelve (12) month period are not qualified for FMLA leave under Section 1 above. However, these Employees may request unpaid leaves of absence for the same reasons permitted under FMLA for those Employees who do qualify for leave under FMLA, subject to the following terms and conditions:

- A. Leave requests must be made at least thirty (30) days in advance of the date the Employee would like the leave to begin or, in emergency situations, with as much advance notice as is practicable.
- B. The certification requirements and the conditions for required use of accrued time off, benefits accrual, and continuation of group health insurance during leave that apply to Employees who qualify for leave under FMLA shall apply to all leave requests made under this Section 2.
- C. Unless applicable State or local law requires otherwise, leaves will be limited to a thirty (30) day maximum duration except leaves for the Employee's own serious health condition, which may, in the Fire Chief's discretion, be granted for up to a twelve (12) week period and which may be taken intermittently.
- D. Unless applicable State or local law requires otherwise, reinstatement will not be guaranteed to any Employee requesting a leave under this provision. However, the District will endeavor to place Employees returning from leave in their former position or in a position comparable in status and pay subject to budgetary restrictions, the District's need to fill vacancies, and its ability to find qualified temporary replacements. Requests for leave under this provision shall be granted or denied in the sole discretion of the Fire Chief.

**ARTICLE 25**  
**MODIFIED LIGHT DUTY – RETURN TO WORK**

SECTION 1. WHEN MODIFIED LIGHT DUTY WILL BE PROVIDED. Regardless whether an Employee's injury/illness was sustained while performing work for the District or is a non-work related injury/illness, the District will provide temporary modified light duty if the District actually has a position or project available that meets the work restrictions imposed by the medical provider and it will not adversely affect the efficient and effective administration and operation of the District.

SECTION 2. PROCEDURE. An Employee who is off duty due to a work-related injury/illness may be required to submit a written statement from the District's designated medical provider releasing the Employee to full duty without restriction before the Employee may return to active duty. An Employee who is off duty due to a non-work related issue may be required to submit a written statement from his/her treating provider releasing the Employee to full duty without restrictions before the Employee may return to active duty. The written release must be submitted to the Fire Chief or designee immediately upon returning to work and forwarded to the Administrative Office.

If, due to his/her injury/illness, the Employee cannot return to full, unrestricted duty, the Employee may qualify for temporary modified light duty if the following conditions are met:

- A. The Employee must submit to the Fire Chief or designee a written statement by the District's designated medical provider detailing the specific work restrictions imposed on the Employee and the anticipated duration of the work restrictions.
- B. The Fire Chief or designee will determine if the District has a temporary modified light duty position or project available that the Employee can perform with the work restrictions imposed and if placing the Employee in the temporary modified light duty position or project will not adversely affect the efficient and effective administration and operation of the District.
- C. If the Fire Chief or designee determines that a temporary modified light duty position or project is available that will not adversely affect the efficient and effective administration and operation of the District, the Fire Chief or designee will prepare an Offer of Modified Light Duty. Among other matters, the Offer of Modified Light Duty may address the following issues:
  1. A description of the temporary modified position or project being offered to the Employee;
  2. The compensation being offered to the Employee to perform the temporary modified light duty;
  3. The anticipated duration of the temporary modified light duty, if known:

4. The District's supervisor who will serve as the designated coordinator while the Employee is on temporary modified light duty. The Employee is required to keep the designated coordinator fully apprised of the Employee's recovery status and any change in the Employee's work restrictions; and,
  5. Any other issues relevant to the Employee's medical condition, work restrictions or temporary modified light duty status.
- D. While on temporary modified light duty, an Employee is expressly prohibited from performing any duty or activity that would violate the work restrictions. The Employee shall immediately advise the designated coordinator if the Employee believes at any time that a duty or activity required by the temporary modified light duty position or project would violate a work restriction.
  - E. The duration of temporary modified light duty will be evaluated on a case-by-case basis; however, in general, temporary modified light duty will continue as long as it is realistic for the temporary modified light duty position or project to continue (typically no longer than six (6) months), until the Employee is released to full, unrestricted duty, or until the Employee reaches Maximum Medical Improvement (MMI), whichever occurs first.
  - F. While on temporary modified light duty, the Employee will be held to all existing personnel policies and will be responsible for maintaining acceptable performance standards as a condition of continued employment.
  - G. If at any time the District believes an Employee with a work-related injury/illness is capable of performing temporary modified light duty, but the Employee has failed or refused to request temporary modified light duty, the District may, in accordance with applicable federal and state law and Rule 6 of the Rules of Procedures established by the Colorado Workers Compensation Division, obtain the necessary certification from the District's designated medical provider that the Employee can perform a temporary modified light duty position or project proposed by the District and extend an Offer of Modified Light Duty. The Employee will have three (3) business days from receipt of the Offer of Modified Light Duty to sign the document and report for work.

**ARTICLE 26**  
**MISCELLANEOUS LEAVES**

SECTION 1. EMERGENCY LEAVE. Up to twelve (12) hours of emergency time off for Shift Personnel and up to eight (8) hours of emergency time off for Non-Shift Personnel can be granted to an on-duty Employee at the District's discretion for the grave illness or death of an immediate family member. Immediate family members include spouse, parents, children, domestic partner, siblings, parent-in-laws, grandparents, and grandchildren.

This benefit can be used once per calendar year, but exceptions can be granted by the District for multiple occurrences after all Time Off with Pay (TOWP) has been exhausted.

The Fire Chief can also authorize emergency leave to be used for emergency child care, home emergency (broken water pipe, etc.), or other reasons.

SECTION 2. BEREAVEMENT LEAVE. The District will provide the Employee TOWP, if needed and requested, so the Employee can attend funeral or memorial events and focus on taking care of their family and personal business during this time.

Shift Personnel shall be granted two (2) shifts or forty-eight (48) hours of bereavement leave for the death of a family member. Non-Shift Personnel shall be granted three (3) days or twenty-four (24) hours of bereavement leave for the death of a family member.

Employee family member is defined as spouse, domestic partner, children, grandchildren, parents, parent-in-laws, legal guardian, brothers, sisters, grandparents, grandparent-in-laws, stepbrothers, stepsisters, stepparents, step brothers-in-law, stepsisters-in-law, or stepparent-in-laws.

All Employees must notify their immediate superior or Battalion Chief of the need for bereavement leave as soon as practicable. Employees may be required to provide written proof of the family member's death as requested by the Fire Chief.

The Fire Chief may grant bereavement leave for special situations, other than those relationships described above. The human resources manager shall be notified of all policy exceptions.

SECTION 3. MILITARY LEAVE. If an Employee is called to active military duty or to reserve or National Guard training, or if an Employee volunteers for the same, the Employee should submit copies of his or her military orders to the Employee's supervisor as soon as practicable. Employees are provided with paid leave for a maximum of one hundred and twenty (120) hours (15 work days) for Non-Shift Personnel and one hundred sixty-eight (168) hours (seven shifts) for Shift Personnel in a calendar year for active duty or active/inactive duty training, with the National Guard, Reserves or any branch of the U.S. Armed Forces. The Employee's eligibility for reinstatement and benefits after his or her military duty training is completed will be determined in accordance with applicable federal and state laws. Military leaves in excess of one hundred and twenty (120) hours (15 work days) for Non-Shift Personnel and one hundred sixty-eight (168) hours (seven shifts) for Shift Personnel in a calendar year shall be unpaid; however, an Employee may use accrued TOWP to cover military leave.



SECTION 4. JURY DUTY. Any Employee called for jury duty will be granted leave with pay, less the amount of jury fees received by the Employee for such service, for a period of up to three (3) days. Additional leave for jury duty will be granted without pay, except in the case of exempt Employees, who shall receive their full salary for any workweek in which they also perform services for the District.

To qualify for jury duty leave, Employees must submit a copy of the summons to their supervisor as soon as it is received. In addition, proof of jury service must be submitted to the Employee's supervisor after jury duty is completed. All Employees excused for jury duty shall return to work immediately when dismissed from jury duty or when the jury is not in session during the Employee's usual work hours. The District will make no attempt to have an Employee's jury service postponed except when business conditions necessitate.

SECTION 5. WITNESS LEAVE. An Employee who is subpoenaed to produce documents, provide deposition testimony or appear in court on a District-related matter shall immediately notify his or her supervisor. Employees will be granted such leave with pay.

An Employee who is subpoenaed to appear at deposition or in court as a witness in a non-District matter may take time off to testify. Employees will be granted leave without pay.

The Employee shall furnish a copy of the subpoena to his or her supervisor. An Employee excused from witness duty shall return to work immediately upon completing his or her testimony.

SECTION 6. VOTING LEAVE. The District will grant time off to vote in accordance with applicable law. The Employee must submit a request for time off to vote before the day of the election.

SECTION 7. ADMINISTRATIVE LEAVE. An administrative leave of absence is initiated by the Fire Chief for policy infractions, general insubordination, or other personnel matters within the Fire Chief's discretion.

The Fire Chief may immediately place an Employee on administrative leave for the duration of an incident or a work shift. When an Employee is placed on administrative leave, the Employee shall immediately leave the scene of the incident and not return to such scene unless ordered to do so. An Employee placed on administrative leave shall not participate in any District functions, except as related to any pending disciplinary actions, unless otherwise directed by the Fire Chief. The administrative leave shall be with pay, unless the Fire Chief determines that, under the specific circumstances, the administrative leave should be without pay.

- A. The use of administrative leave during an investigation should be limited to the amount of time needed to make inquiries or investigate the matter. The Employee will be provided an estimated completion date for the end of an administrative investigation. Notice of any changes in the expected completion date of an investigation will be provided as they occur.



B. Administrative leave with pay is not considered disciplinary action, nor is it a sign that the Employee has been found to be guilty of offenses warranting discipline.

SECTION 8. PERSONAL LEAVE OF ABSENCE. A personal leave of absence may be granted for personal, employment, or educational reasons.

Any Employee may request a leave of absence for a period not to exceed one (1) year from the date of approval. Requests for leaves of absence must be submitted in writing to the Fire Chief at least five (5) business days prior to the start of the requested leave. The request shall set forth the anticipated length of the leave and the reason for the requested leave. Only the Fire Chief, in his or her sole discretion, may grant personal leaves of absence. All District property must be returned to the District prior to commencement of the leave. Such requested leaves of absence will be without pay and an Employee will be responsible for the costs of any benefits that may continue during such leave.

Failure to return from any such leave by the designated return date will be considered a resignation.

**ARTICLE 27**  
**ILLEGAL DRUG AND ALCOHOL TESTING AND EAP**

SECTION 1. ILLEGAL DRUG(S) DEFINED. The term “illegal drug(s)” shall mean any substance that is illegal in the United States under any applicable law, or any substance defined as a controlled substance in C.R.S. §12-22-303, *et seq.* and the Controlled Substances Act, 21 U.S.C. 4801. *et seq.* and the federal regulations interpreting and implementing the Controlled Substances Act, including marijuana.

SECTION 2. GENERAL POLICY

The following actions are strictly prohibited and may result in disciplinary action, up to and including immediate termination:

- A. Reporting to work, entering any District premises, property, vehicle or apparatus, or responding to a scene while under the influence of an intoxicating liquor or illegal drug.
- B. Use, possession, purchase, storage, transfer, or sale on District premises or property or during work time of an intoxicating liquor or illegal drug, a prescription drug not medically authorized, or any other substance which impairs job performance or poses a hazard to the safety and welfare of the Employee, other Employees, or the public. No Employee may enter or remain on District premises at any time while under the influence of alcohol or illegal drugs.
- C. "Illegal drugs" may include prescription drugs. Employees may use prescription drugs so long as that use is consistent with a prescription and approved by the Employee's doctor for use while working. Employees must report promptly to their supervisor the use of any prescription or non-prescription medication that may impair their judgment, alertness, performance, or behavior. or otherwise affect their ability to perform the essential functions of their job.

The District may also require Employees to consent to personal or facility searches when it has a reasonable suspicion of the presence of illegal drugs or alcohol.

SECTION 3. REQUIRED TESTING.

- A. Reasonable Suspicion. An Employee is subject to testing if a supervisor or third party has a reasonable suspicion that the Employee is using or is under the influence of alcohol or illegal drugs while working on District premises, responding to an emergency response on behalf of the District, participating in District trainings, or operating District vehicles. The District may, based upon reasonable suspicion, conduct random illegal drug and/or alcohol testing of one or more of the Employees.
- B. Post-Accident. An Employee shall be subject to testing for alcohol and/or illegal drugs if he/she is operating a District apparatus or vehicle, or is operating a personal vehicle

while engaged in District duties or activities, and is involved in an accident where one or more of the following occurs:

1. An individual dies or suffers bodily injury;
2. Any apparatus or vehicle involved in the accident incurs disabling damage and is transported away from the scene by a tow truck or other vehicle. "Disabling damage" is damage which prevents an apparatus or vehicle from leaving the scene of the accident in its usual manner, in daylight, after simple repairs. This includes an apparatus or vehicle that could be driven but would be damaged further if driven. It does not include:
  - a. Damage that can be remedied temporarily at the scene of the accident without special tools or parts.
  - b. Tire disablement without other damage, even if no spare tire is available.
  - c. Headlight or taillight damage.
  - d. Damage to turn signals, horn, or windshield wipers which make them inoperative.

- C. Follow-up. Employees who have tested positive or otherwise violated this Article are subject to follow-up testing for up to two (2) years at times and frequencies determined by the District.

SECTION 4. COLLECTION AND TESTING PROCEDURE. Employees subject to alcohol testing shall be driven to a District-designated facility and directed to provide breath specimens. Breath specimens shall be tested by trained technicians, using federally approved breath testing devices capable of producing printed results that identify the Employee.

Employees subject to illegal drug testing shall be driven to a District-designated medical facility and directed to provide blood or urine specimens. Employees shall provide split specimens and may provide specimens in private unless they appear to be submitting altered, adulterated or substitute specimens. Collected specimens shall be sent to a federally certified laboratory and tested for evidence of illegal drugs or alcohol. The laboratory shall screen all specimens and confirm all positive screens. A chain of custody shall be established from the time a specimen is collected through testing and storage.

If an Employee's breath alcohol concentration is .10 or a level of 50 NgML of THC or greater in a blood sample or urinalysis, a second breath specimen, blood sample or urinalysis shall be taken and tested approximately twenty (20) minutes later. The results of the second test shall be determinative.

The laboratory shall transmit positive illegal drug test results to a Medical Records Officer ("MRO") retained by District, who shall offer employees with positive results a reasonable opportunity to rebut or explain the results. The MRO shall use the same standards for making the final determination of the illegal drug test result as those set forth in Federal Regulation 49 CFR, Part 40. Employees with positive test results may also ask the MRO to have their split specimen sent to another federally certified laboratory to be tested at the Employee's own expense. Such requests must be made within seventy-two (72) hours of notice of test results. If the second facility fails to find any evidence of illegal drug or alcohol use in the split specimen, the Employee will be treated as passing the test. However, specimens that are found to be adulterated or unsuitable will be considered the same as a positive test.

**SECTION 5. EFFECT ON EMPLOYMENT.** Employees who refuse to cooperate in required tests or who use, possess, buy, sell, manufacture, or dispense illegal drugs or alcohol in violation of this policy shall be disciplined, up to and including termination. Unless aggravating circumstances are present, the first time an Employee tests positive for alcohol or illegal drugs or possess, consumes or is under the influence of alcohol or illegal drugs in violation of this policy, he or she will be placed on administrative leave and referred to the Employee Assistance Program ("EAP"). Continued employment and/or reinstatement will be conditional based on cooperation with the EAP, successful completion of any prescribed counseling, treatment or aftercare, as well as follow-up illegal drug/alcohol tests and other appropriate conditions as determined by the District. An Employee who tests positive or violates this policy more than once shall be disciplined, up to and including termination.

**SECTION 6. ILLEGAL DRUG OR ALCOHOL RELATED CONVICTIONS - DUTY TO NOTIFY THE DISTRICT.** As a condition of continued employment by the District, an Employee must notify the District within forty-eight (48) hours if he or she is charged with the unlawful manufacture, distribution, dispensation, possession or use of an illegal drug, or any alcohol-related incident. Employees must notify the District no later than five (5) days after conviction, or entry of a guilty or no-contest plea to a charge of the unlawful manufacture, distribution, dispensation, possession or use of an illegal drug or any alcohol-related incident. Any Employee who fails to notify the District within the required times shall be subject to discipline, up to and including termination.

**SECTION 7. CONFIDENTIALITY.** Information and records relating to positive test results, drug and alcohol dependencies and legitimate medical explanations provided to the MRO shall be kept confidential to the extent required by law and maintained in secure files separate from normal personnel files. Such records and information may be disclosed among District officers or supervisors on a "need-to-know" basis, and may also be disclosed where relevant to a complaint, charge, claim or other legal proceeding initiated by or on behalf of an Employee.

## **ARTICLE 28 TRAINING**

### SECTION 1. DEFINITIONS.

- A. District Sponsored Activity(ies): Training seminars, conferences, workshops and competitions related to the fire service that have been identified by management as beneficial for the District (e.g., Colorado Firefighters Academy, National Fire Academy courses, EMS Symposium, etc.).
- B. Required Course: Any course required as a condition of employment, including site-required training, certification courses specific to a District position, and courses determined by management to be required (e.g., EMT-Basic, EMT-Intermediate, EMT-Paramedic, HazMat Technician, etc.). "Required Course" does not include (1) courses, training, or certifications that are not required for an Employee's current position, but which the Employee must obtain or complete to be eligible to seek promotion to a different position within the District, or (2) courses, training or certifications that are required for the position to which an Employee is hired or promoted, but which the District allows the Employee to obtain or complete within a specifically stated time after the conditional hire or promotion.
- C. Self-Improvement Course: Any course designed to improve personal skill levels and awareness. These courses may be included as a performance objective, but are not a condition of employment (e.g., college degree programs, college in the fire station, stress management courses, etc.).

### SECTION 2. GENERAL.

- A. All Employees participating in a District Sponsored Activity or Required Course are expected to act in a professional manner while attending the District Sponsored Activity or Required Course.
- B. The Fire Chief shall assure adequate opportunities are available to Employees for Required Courses and District Sponsored Activities, within the budget established by the Board.
- C. The Battalion Chief shall be responsible for addressing minimum staffing in accordance with Article 15 (Staffing) during any Required Courses and District Sponsored Activities.

### SECTION 3. DISTRICT SPONSORED ACTIVITIES.

- A. The Fire Chief shall have final discretion on the level of District participation and selection of participants in a District Sponsored Activity. All courses, classes, or seminars paid by the District, or for which an Employee wishes to be reimbursed, must be

preapproved by the Training Chief. Final approval will be made at the discretion of the Fire Chief.

- B. Any Employee may at any time submit to the Training Chief a suggestion for a training or educational opportunity that will benefit the District for consideration as a District Sponsored Activity.
- C. The Training Chief, in conjunction with other District management, will prioritize and submit budget requests to the Fire Chief for District Sponsored Activities during the budget preparation process. Proposed District Sponsored Activities submitted by the Training Chief after the Board approves the budget will be reviewed by the Fire Chief and prioritized against funded activities. Proposed District Sponsored Activities may be denied due to budget restrictions for higher priority activities. Adjustments may be made within the budget to allow for participation in a proposed District Sponsored Activity either by canceling another funded activity or reducing the number of participants in a funded activity.
- D. All approved District Sponsored Activities include registration. However, based on the priority and the level of the District's participation in the activity, travel and lodging expenses may or may not be paid by the District, or lodging expenses may include multiple occupancy. Unless otherwise specified by the Training Chief prior to the activity:
  - 1. Activities in the Denver-Metro area will not include lodging expenses. A District vehicle may be required for use outside the Denver-Metro area in lieu of travel expenses depending on the number of participants and the location of the activity.
  - 2. Activities that are within two (2) hours driving distance of the Denver-Metro area may not include lodging expenses.
- E. Participant Selection.
  - 1. When possible, the Training Chief will post upcoming potential District Sponsored Activities sixty (60) days in advance to solicit interested Employees. The posting will include the following:
    - a. Course title;
    - b. Course dates;
    - c. Course location;
    - d. Number of participant openings;
    - e. Description of paid expenses, including registration, travel, lodging, and time;

- f. Prerequisites for the course, if applicable;
  - g. District positions or functional titles given first preference, if applicable; and,
  - h. Posting and closure dates.
2. Employees interested in a posted potential District Sponsored Activity shall notify the Training Chief by submitting a completed "Request for Outside Training" form provided by the Training Division.
  3. In order to be considered eligible to attend a proposed District Sponsored Activity, the Employee must meet all required prerequisites, hold current certifications, and have a record of maintaining required and mandated training.
  4. The Training Chief shall select from the list of Employees the successful participants and an appropriate number of alternates. The selection will be based on recent participation in outside activities, participation in site training courses, and benefit to each shift or position function. If the number of eligible Employees exceeds the available openings for the proposed District Sponsored Activity, the Training Chief, in conjunction with the Fire Chief, will jointly determine the successful participants.
  5. The Training Chief shall provide written notification to each selected participant.
  6. Once notified of the selection, participants shall arrange for registration, travel and lodging. When more than one (1) participant has been selected for a District Sponsored Activity, and the activity requires travel and lodging arrangements, the Training Chief shall select a lead participant to coordinate travel and lodging for all participants.
- F. Participants attending District Sponsored Activities must:
1. Submit a completed travel package to the Administrative Assistant within four (4) working days after returning from the activity; and,
  2. Submit a written synopsis of the activity, including benefits or criticisms for consideration of future participation, to the Training Chief.

#### SECTION 4. REQUIRED COURSES.

- A. The Training Division plans, coordinates, and provides funding for all Required Courses through the District budget.
- B. Required Courses that require full attendance are scheduled using the Training Division course calendar.
- C. Required Courses for specific individuals are scheduled through the Training Chief.



- D. Required Courses designed to achieve certification already encompassed in the District's Continuing Education Program are not considered Required Courses or District Sponsored Activities unless designated as such by the Fire Chief prior to attendance.
- E. All Required Courses include District paid registration, books or course material, and compensation for time while in class and homework required by the instructor.
  - 1. Required Courses in the Denver-Metro area or within two (2) hours driving distance of the Denver-Metro may not include lodging expenses.
  - 2. Travel time will be compensated in accordance with applicable law. Travel expenses will not be reimbursed for Required Courses within the Denver-Metro area. Travel expenses incurred for a Required Course outside the Denver-Metro area will be reimbursed in accordance with applicable IRS regulations. A District vehicle may be required for use in lieu of travel expenses depending on the number of participants and location of the course.

SECTION 5. SELF-IMPROVEMENT COURSES.

- A. Any Employee attending a Self-Improvement Course may do so at his/her own expense and time, including work schedules, registration, tuition, books, travel and lodging.
- B. Employees scheduling Self-Improvement Courses, or attending associated registration sessions or counseling, during their normal scheduled work shift must receive pre-authorization from the Battalion Chief for Time Off With Pay or time off without pay, prior to attending the activity.
- C. Absence from a normal work shift may be in the form of Time Off With Pay, Trade, or time off without pay; however, use of overtime to fill the vacancy may only be authorized by the Battalion Chief.



**ARTICLE 29**  
**TUITION REIMBURSEMENT**  
**(Education Assistance Program)**

SECTION 1. COURSE REQUIRMENTS. Courses must be taken at an accredited college or university. Courses must be related directly to the Employee's current work or to a position the Employee might reasonable expect to fill in the foreseeable future, or a part of a degree plan that is job-related. The college or university must issue college credit hours as well as a grade for the courses being taken. Employees will not be reimbursed for acquiring certifications/certificates, then sending them to a college or university to have them transferred into college credit hours.

SECTION 2. ELIGIABILITY. Employees are eligible after completion of three (3) years of employment as an Employee in good standing (excluding personal leaves of absence).

SECTION 3. PROCEDURE. The Employee shall submit a Tuition Reimbursement Request Form, either hard copy or electronically, with all required information prior to the start of class.

The Human Resources Department will review the submitted documentation to ensure that all required and necessary forms have been completed and submitted timely. The Human Resources Department also will review the course information to ensure that the course(s) for which the Employee is requesting reimbursement is directly related to the Employee's current work or to a position the Employee might reasonably expect to fill in the foreseeable future or a part of a degree plan that is job-related.

An approval or denial letter will be sent to the Employee. For any denied requests, original documents submitted to Human Resources may be returned to the Employee upon written request by the Employee to have the document(s) returned within thirty (30) days after the denial letter has been sent.

Applications will not be processed until the Human Resources Department receives a complete form and written approval of the Training Chief to proceed. Additional documentation or attachments must be completed and submitted prior to an approval or denial by the Human Resources Department, but do not have to be submitted at the same time as the Tuition Reimbursement Request Form.

The following documents should be submitted to the Human Resources Department as soon as they become available in order to avoid a denial of request for tuition reimbursement based on lack of required documentation:

- A. Dated and itemized bill;
- B. Confirmation of final grade for the course(s); and,
- C. Proof of payment for the course for which the Employee is requesting reimbursement.

The Employee's signature must be included on the Tuition Reimbursement Form. Preliminary approval will be made by the Human Resources Department and final approval or denial of the request will be determined by the Fire Chief.

SECTION 4. REIMBURSEMENT. Eligible Employees will be reimbursed for a percentage of the combined costs of tuition and mandatory fees for approved courses only. Transportation, parking fees, and books are NOT reimbursable. Employees will not be reimbursed if they are currently receiving full financial assistance from sources such as a GI Bill, grants or scholarships, etc. Reimbursement is paid upon satisfactory completion of course(s) based on the following:

Undergraduate Degrees:

100% for a grade of "A"

90% for a grade of "B"

80% for a grade of "C"

Graduate Degrees:

100% for a grade of "A"

90% for a grade of "B"

Employees can be reimbursed an amount not to exceed \$5,250 annually. Employees must be currently employed with the District at the time of payment.

**ARTICLE 30**  
**UNIFORMS AND EQUIPMENT**

**SECTION 1.** INITIAL ISSUE. Upon employment, the District shall issue the following:

- A. Four (4) pair NFPA 1977 certified uniform pants
- B. Four (4) uniform shirts
- C. Six (6) uniform t-shirts
- D. One (1) job shirt or other similar light outerwear
- E. Two (2) baseball style hats
- F. Two (2) winter hats
- G. One (1) pair NFPA 1977 certified station boots
- H. Two (2) pairs of shorts
- I. One (1) hoody/sweatshirt
- J. One (1) three-season jacket
- K. One (1) Class-A Uniform will be provided to all employees after one full year (12 months) of employment. The Class A uniform includes a dress long-sleeve shirt with all assigned insignia; a dress coat, dress pants and belt; lace-up dress shoes; tie, and a cap.

Any items that have not been issued to current Employees at the time this Agreement takes effect will be provided by the District within six (6) months.

**SECTION 2.** REPLACEMENT. All items specified in Sections 1 and 4 that are damaged in the line of duty shall be replaced by the District at no cost to the Employee.

**SECTION 3.** UNIFORM CLEANING AND STORAGE. The District will provide for the proper cleaning of uniforms and for individual lockers at an Employee's assigned station for storage of uniforms and other personal items.

**SECTION 4.** PERSONAL PROTECTIVE EQUIPMENT (PPE). The District will provide the following PPE at no cost to the Employee:

- A. One (1) helmet with eye protection
- B. Two (2) Nomex hoods
- C. Two (2) turnout coats
- D. Two (2) pair turnout pants with suspenders
- E. One (1) pair of boots

- F. Two (2) pair gloves
- G. One (1) "light PPE" coat
- H. One (1) "light PPE" pair pants
- I. Prescription safety eyewear as required including for SCBA facepiece
- J. One (1) extra set of helmet liners

The District shall make a good faith effort to purchase at least one (1) set of items listed in Section 4 above. The District may provide Employees with existing stock only if the items are both properly sized to the Employee and in good condition. When issued PPE is ten (10) years old, or no longer meets applicable standards (NFPA, etc.), it shall be replaced at no cost to the Employee.

SECTION 5. UNION INSIGNIA. While wearing the required uniform line personnel will be permitted to wear union insignia hats, or a small union pin on their uniform shirts with Fire Chief approval of item to be worn.

## **ARTICLE 31 DISCIPLINE**

SECTION 1. SCOPE. Corrective actions, as defined in the Career Personnel Manual, are not discipline and are not covered by this Agreement. Similarly, termination due to job elimination or for reasons other than discipline are not discipline, and are not covered by this Agreement.

SECTION 2. UNION REPRESENTATION. A Bargaining Unit member who has been presented with a Notice of Possible Discipline pursuant to this Article shall, at his/her request, have the right to Union representation at any meeting or hearing with a supervisor or the Fire Chief that the Bargaining Unit member in good faith believes may result in discipline; provided that, pursuant to Article 4, the Union may charge the Bargaining Unit member for such representation if he/she is not a Union Member. The Union has no right to attend the meeting or hearing unless the Bargaining Unit member requests, in a timely fashion, that a Union representative be present. The Union has no right to access any Bargaining Unit member's personnel file by reason of this Agreement.

SECTION 3. CAUSES FOR DISCIPLINARY ACTION. The following is a nonexclusive list of circumstances that are sufficient to constitute just cause for discipline under this Article:

- A. Violation of any District Rule or any provision of this Agreement;
- B. Direct or indirect insubordination, disrespect for or disobedience to a request, direction or order of a supervisor;
- C. Unauthorized release of information regarding the District, its members, guests or persons to whom it has rendered a service;
- D. Unauthorized use or removal of property belonging to District, other District members, or guests or persons served by the District;
- E. Violation of the District's conflict of interest rules and policies;
- F. Carelessness, negligence, or misuse of District property, whether or not resulting in injury to members, apparatus, or other property;
- G. Willful destruction of District property or the property of others;
- H. Falsification of, or material omission from, an employment or appointment application or any other District record;
- I. Violation of the District's illegal drug and alcohol policy;
- J. Failure to perform assigned duties in a satisfactory manner;
- K. Unexcused absence;
- L. Leaving District premises, job site or incident scene without a legitimate reason, and permission of the supervisor or proper relief during absence. For example, if an

Employee becomes ill while on duty, he or she must notify his or her supervisor prior to leaving;

- M. Violation of the District's smokeless tobacco and smoking policy;
- N. Disorderly conduct, including, but not limited to, gambling, verbal abuse, fighting, use of threats, intimidation, coercion, engaging in any activity that interferes with job performance or any other member's performance on the job, repeated use of abusive, obscene, indecent or profane language;
- O. Lack of courtesy to District guests, customers or other District members;
- P. Violation of the District's Hair Regulations and Dress Codes;
- Q. Engaging in any criminal activity;
- R. Conviction of a felony or any crime involving moral turpitude;
- S. Major violations of Colorado driving laws, or loss or suspension of driver's license;
- T. Falsification, destruction, or unauthorized use of District records, reports, or other data or information belonging to the District;
- U. Failure to report violations of safety policies and procedures;
- V. Failure to properly use safety gear, clothing, or equipment;
- W. Violation of the District's Conflicts of Interest and Personal Gain Policies;
- X. Using District vehicles, equipment, or property for unauthorized use;
- Y. Repeated tardiness;
- Z. For an Employee who wears a District badge or other official District insignia or who bears District credentials as evidence of authority or identity, permitting such badge or insignia to be used or worn by any person or to otherwise grant permission without the express approval of the Fire Chief;
- AA. Abuse of sick leave;
- BB. Engaging in a federal, state, county, or local political campaign during an Employee's working hours in a manner that violates federal or state laws;
- CC. Using badges or credentials for preferential treatment or personal gain;
- DD. Unauthorized use of District funds and/or credit cards; and,
- EE. Violation of the District's anti-discrimination/anti-harassment policy.

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

SECTION 5. A Bargaining Unit member shall report the following misconduct if witnessed:

- A. Unauthorized use or removal of property belonging to the District, other District members, or guests or persons served by the District;
- B. Violation of the District's illegal drug and alcohol policy;
- C. Leaving District premises, job site or incident scene without a legitimate reason, and permission of the supervisor or proper relief during absence;
- D. Engaging in any criminal activity;
- E. Conviction of a felony or any crime involving moral turpitude;
- F. Major violations of Colorado driving laws, or loss or suspension of driver's license;
- G. Falsification, destruction, or unauthorized use of District records, reports, or other data or information belonging to the District;
- H. Violation of the District's anti-discrimination/anti-harassment policy;
- I. Unauthorized release of information regarding the District, its members, guests or persons to whom it has rendered a service;
- J. Disorderly conduct, including, but not limited to, gambling, verbal abuse, fighting, use of threats, intimidation, coercion, engaging in any activity that interferes with job performance or any other member's performance on the job, repeated use of abusive, obscene, indecent or profane language;
- K. Failure to report violations of safety policies and procedures;
- L. Using District vehicles, equipment, or property for unauthorized use;
- M. Using badges or credentials for preferential treatment or personal gain;
- N. Unauthorized use of District funds and/or credit cards;
- O. Failure to properly use safety gear, clothing, or equipment; and,
- P. Willful or negligent damage or destruction of District property.

The Bargaining Unit member shall report the misconduct to his/her immediate supervisor, except for violations of the District's anti-discrimination/anti-harassment policy, which shall be reported in accordance with the reporting procedures set forth in that policy found in the District's Career Personnel Manual.

SECTION 6. PROCEDURE FOR DISCIPLINE. The Employee's supervisor shall determine the discipline to be recommended to the Fire Chief based upon the specific facts and circumstances of the case, and considering the Employee's prior work performance, including, but not limited to any prior discipline or corrective action. If, based upon all of the facts and circumstance of the case, the supervisor believes that discipline is warranted, the supervisor may recommend the following forms of discipline:

- A. Verbal Warning;
- B. Written warning;
- C. Suspension;
- D. Suspension without pay;
- E. Fine;
- F. Demotion;
- G. Termination.

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

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



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

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

SECTION 11. The Fire Chief may in his/her discretion meet with the Bargaining Unit member and/or the supervisor, or conduct such other investigation as he/she may deem appropriate. The Fire Chief shall issue a decision on the recommendations of the supervisor within fifteen (15) days of receiving the recommendations, or as soon thereafter as practical.

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

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

SECTION 14. PERSONNEL FILE. Any disposition of a corrective action or a disciplinary action imposing a verbal or written warning shall be removed from the Employee's personnel file after three (3) years.

**ARTICLE 32**  
**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 District, 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.

**ARTICLE 33  
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.

Louisville Fire Protection District

Louisville Professional Fire Fighters,  
I.A.F.F. Local 5194

By: \_\_\_\_\_  
James DuBay, President      Date

By: \_\_\_\_\_  
Jesse Hickox, President      Date

Attested:

Attested:

By: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Secretary

EXHIBIT A

LOUISVILLE FIRE PROTECTION DISTRICT

2024 Base Salary Schedule

Effective 1/1/2024 to 12/31/2024

Captain	\$132,105		
Lieutenant	\$120,114		
Engineer	\$103,805		
Firefighter-Entry	\$66,079	Paramedic-Entry	\$72,826
Firefighter 4	\$72,871	Paramedic 4	\$80,751
Firefighter 3	\$81,652	Paramedic 3	\$90,283
Firefighter 2	\$90,432	Paramedic 2	\$99,813
Firefighter 1	\$99,212 – Maximum	Paramedic 1	\$109,344 –Maximum

2025 Base Salary Schedule

Effective 1/1/2025 to 12/31/2025

Captain	\$138,050		
Lieutenant	\$125,519		
Engineer	\$108,476		
Firefighter-Entry	\$69,053	Paramedic-Entry	\$76,103
Firefighter 4	\$76,150	Paramedic 4	\$84,385
Firefighter 3	\$85,326	Paramedic 3	\$94,346
Firefighter 2	\$94,501	Paramedic 2	\$104,305
Firefighter 1	\$103,677 – Maximum	Paramedic 1	\$114,264 – Maximum

The criteria for the grades for firefighter and paramedic positions are set forth in the attached Exhibit A-1.

## EXHIBIT A-1

### Grade System

#### Entry

- LFD Orientation
- LFD-EMS FI Program
- LFD Rules and Regulations Handbook
- LFD SOGs
- Minimum of 12 months at entry level



#### Grade IV

- Driver Operator
- Car Seat Technician
- NIMS 200 and 800
- Colorado Firefighter 2
- Map Tests 2-6
- Minimum of 1 year as Grade IV



#### Grade III

- Minimum of 1 year as Grade III
- Attain 2 certifications from approved list
- Or attain Acting Engineer Program



#### Grade II

- Minimum of 1 year as Grade II
- Attain 2 certifications from approved list
- Or Acting Lieutenant Program



#### Grade I

#### Approved Certification List (Grade Advancement)

All certification must be maintained in order to stay in current Grade. If any certification is allowed to lapse, then the Employee will return to the next lowest appropriate Grade.

- 130/190 (Red Card certification must be attained)
- Hazardous Material Technician
- Acting Engineer Program (must be Grade III to qualify)
- FF and DO Proctor
- Driver Operator Aerial
- Blue Card
- Fire Instructor 1
- Acting Lieutenant Program (must be Grade II to qualify)
- Fire Officer 1
- SCBA Technician
- International Code Counsel Fire Inspector 1
- Incident Safety Officer – NFPA
- CPR Instructor
- ACLS & PALS Instructor
- Tech Rescue
- S212 Wildland Saws, S215 Fire Ops in the Wildland/Urban Interface, S290 Intermediate Wildland Fire Behavior. (Must obtain all three to qualify for one part of grade)
- Crew Boss
- Squad Boss
- Engine Boss