

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**GREELEY FIRE FIGHTERS UNION
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL 888**

AND

CITY OF GREELEY

JANUARY 1, 2021 - DECEMBER 31, 2021

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ARTICLE I
PREAMBLE

The purpose of this Agreement is to promote and ensure harmonious relations, cooperation, and understanding between the City of Greeley and members of the Greeley Fire Department who are represented by Local 888 of the International Association of Firefighters; and to provide a workable process for equitable and peaceful adjustments of differences which may arise concerning compensation, hours, working conditions, grievance procedures, collection of dues or fees, and other terms and conditions of employment.

ARTICLE II
RECOGNITION

The City of Greeley, hereinafter referred to as "City", recognizes Local 888, International Association of Fire Fighters, hereinafter referred to as "Union", as the exclusive bargaining agent for purposes of this Agreement. All sworn Fire Fighters of the Greeley Fire Department, except the ranks of Chief and Division Chief, shall be covered by this Agreement.

Whenever the term "shift personnel" is used, the reference applies to Fire Fighters assigned to work twenty four-hour shifts. Whenever the term "day personnel" is used, the reference applies to Fire Fighters assigned to work forty hour work weeks.

ARTICLE III
NONDISCRIMINATION

There shall be no coercion, intimidation, or discrimination on the part of either the City, the Union, or their respective agents against any employee covered by this Agreement which would violate applicable laws because of age, race, creed, color, sex, ancestry, religion, national origin, or disability.

ARTICLE IV
RIGHTS OF MANAGEMENT

SECTION 1. Except as otherwise specifically provided in this Agreement, the City has the sole and exclusive right to exercise all the rights or functions of management, and that exercise of any such rights or functions shall not be subject to any grievance procedure, except as to resolution of whether or not a specific matter is a management right. The exercise of the rights of management will be consistent with the overall goals and objectives of City of Greeley and of the Fire Department administration. The below enumerated rights of management are not all-inclusive, but indicate the type of matters or rights which belong or are inherent to management. Any of the rights, powers and authority the City had prior to entering into this Agreement are retained by the City, and nothing in this Agreement shall be construed as delegating to others the authority vested by law in the corporate authority of the City and its duly elected or appointed officers or in any way abridging or reducing such authority or infringing upon the responsibility thereof to the people of this City, except as expressly provided for in this Agreement. Without limiting the generality of the foregoing, as used herein, the term "Rights of Management" includes:

- a) the determination of Fire Department mission and policy including the right to manage the affairs of the Fire Department in all respects;
- b) the right to assign working hours including overtime;
- c) the right to establish, modify, or change work schedules, staffing of equipment, amount of equipment in the main or reserve fleet, and number of personnel to carry out its mission, etc.;
- d) the right to assign Fire Fighters to other duties within the Fire Department when their equipment is out of service;
- e) the right to direct the members of the Fire Department, including the right to hire, promote, transfer, discipline, and discharge any Fire Fighter for just cause;
- f) the organizational structure of the Fire Department including the right to organize and reorganize the Fire Department in any manner it chooses, including the size of the Fire Department and the determination of the job classifications and ranks based upon duties assigned;
- g) the determination of the safety, health, and property protection measures for the Fire Department;
- h) the allocation and assignment of work to Fire Fighters within the Fire Department;
- I) the determination of policy affecting the selection or training of new employees;
- j) the determination of policy affecting the on-going training and certification of Fire Fighters;
- k) the scheduling of operations;
- l) the establishment, amendment and enforcement of Fire Department rules, regulations, and orders;
- m) the transfer of work from one position to another within the sworn Fire Fighter positions of the Greeley Fire Department;
- n) the introduction of new, improved or different methods and techniques of operation of the Fire Department or a change in existing methods and techniques;
- o) the placing of service, maintenance or other work with outside contractors or other agencies of the City;
- p) the determination of the number of ranks and number of Fire Fighters within each rank;

- q) the determination of the amount of supervision necessary;
- r) the transfer of Fire Fighters from one division, shift or station to another.

SECTION 2. The provisions of this Agreement do not prohibit the City from directing any person not covered by this Agreement from performing any task.

SECTION 3. The City of Greeley has the authority to determine the purpose and mission of the Greeley Fire Department and the amount of budget adopted thereto.

ARTICLE V LABOR MANAGEMENT COMMITTEE

SECTION 1. The City and the Union agree to establish a Labor Management Committee. The committee will consist of at least one and no more than three (3) representatives of the Union, as elected by Union members, with the same number of management representatives, as designated by the Fire Chief. The purpose of these meetings will be to discuss matters and objectives of mutual concern not involving grievances or specific employee disciplinary matters.

SECTION 2. Meetings will be scheduled every other month at times mutually agreed upon. By mutual consent meetings can be scheduled more frequently. If meetings are scheduled when a representative(s) is on duty, arrangements will be made to allow all such representative(s) to attend such meetings on duty time. Attendance at meetings scheduled when a representative(s) is not on duty is voluntary.

ARTICLE VI UNION ACTIVITY AND COLLECTION OF DUES OR FEES

SECTION 1. The parties agree that membership in the Union will be on a voluntary basis on the part of each Fire Fighter. No Fire Fighter shall be required to become or remain a member of the Union as a condition of employment.

SECTION 2. Neither the City nor the Union, its officers, agents, representatives or members will intimidate, interfere with or coerce either Union or Non Union Fire Fighters. Union activity or Union business of any kind can only be carried on during working hours with the written permission in advance from the Fire Chief. Failure of the City to enforce any of the provisions of this section, for any reason, on any one or more instances shall not be considered a waiver of any of its provisions.

SECTION 3. The City will accept a signed dues or fees deduction authorization, by any member of the bargaining unit covered by this Agreement as equivalent to a continuing voucher by such member of the bargaining unit in the amount of established monthly dues or fees required by the Union (certified by the Treasurer of the Local Union as the proper amount). Such authorization shall remain in effect unless revoked by the Fire Fighter in writing by sending written notification by certified mail to the City with a copy of such notification sent by certified mail to the Union.

SECTION 4. The deduction of Union dues or fees shall be made on each paycheck following the pay period in which the authorization was received. The deductions provided herein shall be remitted to the Treasurer of the Union no later than five working days following the payment date in which deductions were made and shall include all deductions made in that period. The City shall furnish, upon request of the Union Treasurer, a deduction listing.

SECTION 5. The City agrees to grant time off to one of the two principle officers, Union President or Union Secretary, to attend the monthly meetings of the Local. The Union agrees to give a minimum of seven (7) calendar days advance notice to the Fire Chief or the Chief's designee. This provision will only be allowed if the Department is not at the minimum staffing level at the time of the absence of the individual.

SECTION 6. The Union shall indemnify the City and hold it harmless against all claims, demands, suits, or any other forms of liability that shall arise out of or by reason of, any action taken by the City for the purpose of complying with the provisions of this Agreement unless such loss or damage is intentionally caused or contributed to by the action of the City.

SECTION 7. The Union expressly herein agrees that it will not institute or participate in, except as a co-defendant or a co-plaintiff with the City, any claim, lawsuit or other legal proceeding, challenging the language of this Agreement as being violated or void under law.

The Union further expressly herein agrees that in the event that any claim, lawsuit or legal proceeding is filed or commenced by any member or members of the Bargaining Unit, acting on their own personal behalf and not on behalf of the Union, challenging the language of this Article as being violative or void under law, the Union shall join with the City in defending, as a party defendant, the provisions and language of this Article. The City and the Union will pay their own defense costs in such a litigation.

ARTICLE VII NO STRIKE CLAUSE

SECTION 1. During the life of this Agreement or any written extension hereof, the Union, on behalf of its officers, agents and members agree that so long as this Agreement or any written extension hereof is in effect, neither the bargaining representative nor the Fire Fighters nor any person acting in concert with them will cause, sanction, promote, or take part in any strike (economic, sympathy, unfair labor practice, or otherwise), walkout, sitdown, slowdown, stoppage of work, abnormal absenteeism, or withholding of services.

SECTION 2. Any employee who violates this provision shall be subject to disciplinary action, including discharge, and such action shall not be raised as a grievance or be subject to the arbitration provision of this Agreement.

SECTION 3. In the event of a strike in violation of this Agreement, the City shall have the right to permanently replace any employee on strike. In the event an employee is continued in employment after the termination of a strike in violation of this Agreement, such employee shall neither be entitled to any fringe benefit contained in this Agreement nor any accrual thereof during the period of such strike,

nor shall the Fire Fighter, for the duration of the strike, accumulate seniority or length of service for any purpose under this Agreement.

SECTION 4. Claims or suits for damages filed by either party resulting from a violation of this Article shall not be subject to the mandatory arbitration provisions set forth in this agreement.

SECTION 5. In the event of violation of this Article by an official action of the Union, the City has the exclusive option to rescind this entire Agreement or any part thereof.

ARTICLE VIII LAYOFF AND RECALL PROCEDURES

SECTION 1. For purposes of this Agreement, "continuous service" shall mean the period of continuous employment in the Fire Department from the most recent date of hire without a break or interruption; provided that any suspension for disciplinary purposes or absences on authorized leave without pay shall not constitute a break or interruption of service so long as it does not exceed 30 calendar days. A list of Fire Fighters arranged in order of continuous service shall be made available for examination at the end of each calendar year. Where two or more Fire Fighters were appointed on the same date, their continuous service standing shall be determined in the order of their rank on the eligibility list from which they were hired.

SECTION 2. The City in its sole discretion shall determine whether layoffs are necessary. Although not limited to the following, layoffs shall ordinarily be for lack of work and/or lack of funds. If it is determined that layoffs are necessary, Fire Fighters will be laid off in accordance with their continuous service. Fire Fighter(s) with the least continuous service will be laid off first.

SECTION 3. No later than thirty (30) calendar days prior to the effective date of such a layoff, the City shall provide the Union a statement of the reasons necessitating the layoff. The individuals selected for layoff will be notified fourteen (14) calendar days before the actual layoff. The notice periods referenced by this section may run concurrently.

SECTION 4. In the event that positions with a higher classification than Firefighter are reduced in force, employees in such reduced classifications with the least continuous service in that classification shall be allowed to displace (bump) Fire Fighters in a lower classification. The salary for the Fire Fighter who has exercised bumping rights shall be reduced to the respective salary schedule. Fire Fighters shall be eligible to exercise bumping rights in reverse order of their length of service in the classification. The Fire Fighter exercising bumping rights shall maintain and continue to accrue seniority as though the reduction in force had not occurred.

SECTION 5. Fire Fighters who are laid off shall be placed on a recall list for a period of three (3) years. If there is a recall, Fire Fighters who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled.

Fire Fighters recalled under this section shall not be required to take a written examination or participate in an oral interview but will be required to maintain certifications and may be required to successfully complete the medical screening and background portions of the screening process.

SECTION 6. Notice of recall for a Fire Fighter who is eligible for recall shall be sent to the Fire Fighter and the local president by registered mail. Fire Fighters must notify the Fire Chief of their intention to return to work within seven (7) calendar days after the notice of recall is mailed by the City. If the Fire Fighter fails to be available to return to work within fourteen (14) calendar days after notifying the Fire Chief of intent to return to work, the Fire Fighter shall be deemed to have resigned.

The City shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing address provided by the Fire Fighter. It is the responsibility of the Fire Fighter to provide the Fire Chief with a current mailing address.

No new employees shall be hired into a classification until all employees who are on a lay-off status from that classification have been offered recall.

ARTICLE IX GRIEVANCE PROCEDURE FOR AGREEMENT VIOLATIONS

SECTION 1. A grievance under this Agreement shall be confined to an alleged violation of any express provision of this Agreement except that a grievance of the provisions relating to promotions shall follow the grievance process under Article X. Any Fire Fighter or group of Fire Fighters may discuss any matter informally with their supervisor without invoking the formal grievance procedure provided for in this Article and are encouraged to resolve matters at the lowest level of supervision. No resolution reached via informal discussion may conflict with a term of the contract. Informal resolutions are not binding on the City or the Union.

SECTION 2. Except as otherwise stipulated, a grievant may, upon request, be represented at any level of the grievance procedure by a representative of the grievant, or by legal counsel. The time limit set forth for the processing of grievances shall be strictly adhered to. In the event that a grievance is not appealed to the next step of the grievance procedure within the time limits provided at any step, such grievance shall be declared closed and settled on the basis of the most recent City decision.

In the event of failure to answer a grievance within the time limit provided, it shall be considered a denial and the grievant may appeal the grievance to the next step of the procedure in accordance with the time limitation specified. Extensions of time may be requested by either party, and must be mutually agreed upon by both parties. To be effective, any extension of time must be set forth in writing.

SECTION 3. A grievance must be initiated only by a grievant, it must be signed by all aggrieved Fire Fighters who are to be included in any resolution thereof. The grievant must reduce the entire grievance and all the reasons thereof to writing along with the provisions of this Agreement which are alleged to have been violated. The written grievance must be dated and signed by the grievant and submitted to the Division Chief, or the Division Chief's designee with a copy to the Fire Chief or the Chief's designee, the City's Attorney, and the City of Greeley Human Resources Director, and the local

president within seven (7) calendar days of the date the grievant knew or should have known the facts which gave rise to the grievance.

SECTION 4. The Division Chief or the Division Chief's designee shall meet with the grievant in an effort to resolve the grievance within seven (7) calendar days after being presented with the written grievance. The Division Chief or the Division Chief's designee must respond in writing to the grievant within seven (7) calendar days following the meeting with the grievant.

SECTION 5. If the grievance has not been satisfactorily resolved with the Division Chief, the grievant may appeal the decision to the Fire Chief or the Chief's designee in writing within seven (7) calendar days of receipt of the response of the Division Chief or the Division Chief's designee. Within seven (7) calendar days of receipt of the appeal of the grievance, the Fire Chief or Chief's designee shall discuss the grievance with the grievant. The Fire Chief or Chief's designee must give the grievant an answer in writing within seven (7) calendar days of the holding of such meeting.

SECTION 6. If the grievance is not mutually resolved with the Fire Chief or the Chief's designee, the grievant may appeal the grievance in writing to the City Manager or the City Manager's designee in writing within seven (7) calendar days of receipt of the response from the Fire Chief or the Chief's designee. Within seven (7) calendar days of receipt of the appeal of the grievance, the City Manager or the City Manager's designee shall discuss the grievance with the grievant. The City Manager or the City Manager's designee must give the grievant an answer in writing within seven (7) calendar days of the holding of such meeting.

SECTION 7. If the grievance is not mutually resolved with the City Manager, the Union president must give written notice of intent to seek final and binding arbitration to the City Manager within fourteen (14) calendar days. Within seven (7) calendar days of the written notice of intent to arbitrate, the parties shall attempt to select a neutral arbitrator to hear and determine the dispute. In the event the parties are unable to agree upon a neutral arbitrator, either party or its representative may refer the matter to the American Arbitration Association or the Federal Mediation and Conciliation Service to request a panel of seven (7) arbitrators and the parties shall choose the arbitrator in accordance with the rules of the respective association. The findings of the arbitrator shall be final and binding on all parties concerned.

SECTION 8. The Arbitrator will have the authority to hold hearings and make procedural rules.

SECTION 9. The findings of the Arbitrator shall be consistent with law and the terms of this Agreement. The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement, nor shall the Arbitrator have jurisdiction to determine that the parties by practice or implication have amended or supplemented this Agreement. The Arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement. The Arbitrator shall be in power to determine only the issue raised by the grievance as submitted in writing by the grievant. The Arbitrator shall have no authority to make a recommendation on any issue not so submitted or raised. The Arbitrator shall be without power to make recommendations contrary to or inconsistent with, in any way, applicable laws or rules and regulations of the administrative bodies that have the force and effect

of law. The Arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the City under law or applicable court decisions.

SECTION 10. The cost of any arbitration as well as the Arbitrator's fee shall be borne equally by the parties to the Agreement. Any legal representation or costs incurred by each party in preparing or presenting their case in arbitration shall be borne by the party incurring the expense.

SECTION 11. Either party may request a Certified Court Reporter to take a stenographic report of the evidence taken at an arbitration hearing. If such stenographic record is taken, a copy of the transcript shall be provided to the Arbitrator. The party requesting a stenographic record shall pay the cost thereof, except that if the other parties shall request a copy of any transcript, the parties shall share equally the entire cost of making the stenographic report.

SECTION 12. The number of days indicated at each level of the grievance procedure shall be considered as a maximum unless mutually extended by the parties.

SECTION 13. Anything in this Agreement to the contrary notwithstanding, the following matters are not subject to the grievance procedures of this Agreement:

- a) Any grievance which is not filed in accordance with the provisions of this Article or does not meet the definition of a grievance as set forth in this Article; or
- b) Any matter reserved solely to the Rights of Management or to the discretion of the City or the Fire Chief by the terms of this Agreement, except as to the resolution of whether or not a matter is a specific Right of Management; or
- c) Any matter which would require a change from the wages, rates of pay, hours, grievance procedure, working conditions, and all other terms and conditions of employment as set forth in this Agreement; or
- d) Any matter which is not covered by this Agreement; or
- e) Any matter covered by the City of Greeley Employee Handbook, the official Standard Operating Procedures of the Greeley Fire Department, State and Federal Statutes and Constitutional Provisions except to the extent that any such matter is addressed in the Agreement and the grievance alleges that the City has violated an express provision of this Agreement.

ARTICLE X
PROMOTION

A. PROMOTION

SECTION 1. Promotional Committee.

- a) Purpose - It shall be the purpose of the Promotional Committee to establish, monitor and approve each testing procedure according to the guidelines of this Article.
- b) Composition - The committee shall consist of an appointee of the Fire Chief, and an appointee of the Union. Appointees must be at least equal to the rank/grade for the position being tested for. The committee may use any other person agreed to by the committee members as necessary to carry out its purpose.
- c) Functions of Committee - The committee is charged with preparing and finalizing specific tests and procedures for establishing a list of qualified candidates.

SECTION 2. Testing and Administration. Testing for promotions, shall be practical and adapted to determine the ability of applicants to perform the essential functions and duties of a particular position. Testing for promotions will always include a Chief panel interview (except for engineer positions). The composition of the panel will be determined by the Fire Chief. All applicants passing the written test (if administered) will be eligible for an interview and all interviews will be scored. The interview score will constitute 45% of the candidate's total aggregate promotional score.

- a) All approved components of the testing process shall be scored with the final score of applicants being an aggregate of all components.
- b) All approved applicants shall be subjected to the same testing.
- c) Any part or all of the testing or administration of any tests may be delegated or contracted by the Promotional Committee to appropriate parties other than the Promotional Committee.

SECTION 3. Notice. Notice of testing shall be posted at least ninety (90) days preceding the date of the first test for the position and shall include a description of the position, reference lists, testing components and procedures, feedback, and such other information as the Promotional Committee may deem pertinent. Notice of selection procedures will be included in the posting. All applications for testing shall be in writing on an approved form.

SECTION 4. Eligibility. Candidates for promotional examination must have the following qualifications:

- a) For promotion to the rank of Fire Engineer, the candidate must have had a minimum of three (3) years' experience as a Firefighter with the Greeley Fire Department.

- b) For promotion to the rank of Fire Lieutenant, the candidate must have had a minimum of five (5) years' experience as a Firefighter and/or Engineer with the Greeley Fire Department.
- c) For promotion to the rank of Fire Captain, the candidate must have had a minimum of two (2) years' experience as a Fire Lieutenant with the Greeley Fire Department.

SECTION 5. Test Results. The results of tests shall be placed in order of finish from highest to lowest of applicants and approved by the Promotional Committee for transmittal to the appointing authority. Candidates shall be ranked by the order of their aggregate test scores. Candidates with the same score shall be placed in the order of their seniority on the Greeley Fire Department.

SECTION 6. Selection. Applicant test results shall be posted (as described in Section 5 above) and promotional appointments covered under this agreement will be made in order of appearance on the posted promotional results.

SECTION 7. Feedback. Feedback will be provided to candidates following the promotional process in a format agreed upon by the Promotional Committee.

SECTION 8. Promotional Process for Ranks Not Listed in the Contract. For promotion to any rank not listed in this contract, input from the bargaining agent may be considered by the Fire Chief or the Fire Chief's designee.

B. GRIEVANCE PROCEDURE FOR PROMOTION

SECTION 1. A grievance under this Article shall be confined to an alleged violation of any express provision of this Article regarding promotional processes. Any Fire Fighter or group of Fire Fighters may discuss any matter with their supervisor without invoking the formal grievance procedure provided for in this Article and are encouraged to resolve matters at the lowest level of supervision.

SECTION 2. A grievant may, upon request, be represented at any level of the grievance procedure by a representative of the grievant, or by legal counsel. The time limit set forth for the processing of grievances shall be strictly adhered to. In the event that a grievance is not appealed to the next step of the grievance procedure within the time limits provided at any step, such grievance shall be declared closed and settled on the basis of the most recent City decision.

In the event of failure to answer a grievance within the time limit provided, it shall be considered a denial and the grievant may appeal the grievance to the next step of the procedure in accordance with the time limitation specified. Extensions of time may be requested by either party, and must be mutually agreed upon by both parties. To be effective, any extension of time must be set forth in writing.

SECTION 3. A grievance must be initiated only by a grievant, it must be signed by all aggrieved Fire Fighters who are to be included in any resolution thereof. The grievant must reduce the entire grievance and all the reasons thereof to writing along with the promotional issue which the grievant wishes to grieve. The written grievance must be dated and signed by the grievant and submitted to the

Division Chief, or the Division Chief's designee with a copy to the Fire Chief or the Chief's designee within seven (7) calendar days of the date the grievant knew or should have known the facts which gave rise to the grievance.

SECTION 4. The Division Chief or the Division Chief's designee shall meet with the grievant in an effort to resolve the grievance within seven (7) calendar days after being presented with the written grievance. The Division Chief or the Division Chief's designee must respond in writing to the grievant within seven (7) calendar days following the meeting with the grievant.

SECTION 5. If the grievance has not been satisfactorily resolved with the Division Chief, the grievant may appeal the decision to the Fire Chief or the Chief's designee in writing within seven (7) calendar days of receipt of the response of the Division Chief or the Division Chief's designee. Within seven (7) calendar days of receipt of the appeal of the grievance, the Fire Chief or Chief's designee shall discuss the grievance with the grievant. The Fire Chief or Chief's designee must give the grievant an answer in writing within seven (7) calendar days of the holding of such meeting.

SECTION 6. If the grievance is not mutually resolved with the Fire Chief or the Chief's designee, the grievant may appeal the grievance to the City Manager or the City Manager's designee in writing within seven (7) calendar days of receipt of the response from the Fire Chief or the Chief's designee. Within seven (7) calendar days of receipt of the appeal of the grievance, the City Manager or the City Manager's designee shall discuss the grievance with the grievant. The City Manager or the City Manager's designee must give the grievant an answer in writing within seven (7) calendar days of the holding of such meeting.

SECTION 7. If the grievance is not mutually resolved with the City Manager or the City Manager's designee, the grievant may file an appeal to the Civil Service Commission, with a copy to the Fire Chief and to the Human Resources Director, within seven (7) calendar days of receipt of the response from the City Manager or the City Manager's designee. The Commission shall, within fourteen (14) calendar days of receipt of the written appeal, schedule a hearing on the matter and within seven (7) calendar days of the hearing shall render its decision in writing to the appellant, which decision shall be final.

SECTION 8. The number of days indicated at each level of the grievance procedure shall be considered as a maximum unless mutually extended by the parties.

ARTICLE XI WORK HOURS

SECTION 1. The twenty-four (24) hour Fire Fighters shall continue to work in the three-platoon, twenty-four hour shift. For the term of this agreement Fire Fighters assigned to a 28-day work cycle shall work nine or ten 24-hour shifts or a total of 216 or 240 hours per cycle. A shift will be considered 24 hours. A rotation shall be two consecutive shifts equaling 48-hours on duty, followed by four consecutive shifts equaling 96 hours off-duty.

SECTION 2. Fire Fighters who work twenty-four hour shifts shall commence work at 7:00 a.m.

and continue through to 7:00 a.m. the following day.

SECTION 3. Fire Fighters who are assigned by the Fire Chief to work days will work 80 hours in a two week period. The work cycle begins after midnight Wednesday and continues to and includes the second following Wednesday midnight.

SECTION 4. The pay dates for Fire Fighters will be bi-weekly.

SECTION 5. This Article is intended to identify the normal hours of work. It will not be construed as a guarantee of hours of work per day, per shift or of days of work per week or work cycle as it relates to time for training, emergency call back, transfers, light duty, Fire Department operations and/or other unusual circumstances that may arise.

ARTICLE XII LEAVES

A. LEAVE ADMINISTRATION

SECTION 1. Fire Fighters will be paid at their regular base rate of pay for paid leave granted but in no case more than twenty-four (24) hours per shift for shift personnel or regularly scheduled hours missed for day personnel but in no case more than 80 hours in a two week period for day personnel. The rate for paid leave will be the Fire Fighter's regular, straight time rate of pay in effect for the Fire Fighter's regular job at the time the leave is taken.

SECTION 2. Time spent on any type of paid or unpaid leave will not be considered as hours worked for purposes of overtime calculation.

SECTION 3. Vacation, holiday, personal leave, and compensatory leave must be requested in advance and be approved before it can be taken. Vacation, holiday, personal leave, and compensatory leave will be scheduled at the discretion of the Fire Chief or the Chief's designee in accordance with departmental policy.

SECTION 4. Fire Fighters will not accrue vacation or holiday for any month during which they are on layoff, leave of absence, or other forms of unpaid status.

SECTION 5. A Fire Fighter who terminates for any reason will receive vacation, holiday, and compensatory pay for the actual amount accrued at the time of the separation from employment except that leave accruals are not prorated. The amount of payment for said vacation, holiday and compensatory leave will be calculated based on the Fire Fighter's regular, straight time hourly rate of pay in effect for the Fire Fighter's regular job on the Fire Fighter's last day of work.

SECTION 6. Seniority for Fire Fighters shall determine priority in selecting scheduled leave. Fire Fighters who were hired on the same date, will have their seniority determined by their hiring ranking.

SECTION 7. Due to department workload, Captains regularly exceed normal work hours. Outside of Constant Staffing in Rank, Emergency call-in & Emergency staffing, Captains will receive 120 hrs. of Administrative leave to be used within the calendar year.

B. VACATION

SECTION 1. Fire Fighters who have been in the continuous service of the Greeley Fire Department for more than six (6) months will accumulate vacation at the end of each pay cycle based on the following schedules:

	<u>Shift Personnel</u>	
<u>Time In Service</u>	<u>Hours per Pay Cycle</u>	<u>Annual Accrual Amount</u>
7 months to 2 years	4.6	120 hours
3 to 5 years	5.5	144 hours
6 to 10 years	6.5	168 hours
11 to 15 years	7.4	192 hours
16 to 20 years	8.3	216 hours
21 years and over	9.2	240 hours

	<u>Day Personnel</u>	
<u>Time In Service</u>	<u>Hours per Pay Cycle</u>	<u>Annual Accrual Amount</u>
7 months to 2 years	3.1	80 hours
3 to 5 years	3.7	96 hours
6 to 10 years	4.6	120 hours
11 to 15 years	5.5	144 hours
16 to 20 years	6.2	160 hours
21 years and over	6.5	168 hours

SECTION 2. Fire Fighters will not earn any vacation during the first six (6) months of employment. Shift personnel will be credited with 60 hours of vacation after completing six (6) full months. Day personnel will be credited with 40 hours of vacation after completing six (6) full months.

SECTION 3. The maximum vacation accrual for Shift personnel is 396 hours. The maximum vacation accrual for Day personnel is 280 hours. The City recognizes on occasion the Fire Fighter might not be able to use scheduled leave due to a Fire Department directed deployment or special assignment. At the discretion of the Fire Chief the Fire Fighter will be allowed to exceed the maximum vacation leave accrual for a reasonable period of time.

C. HOLIDAYS

SECTION 1. Shift personnel will accrue five (5) shifts (120 hours) of holiday leave each year in lieu of taking the actual holiday off. Fire Fighters who are placed in shift positions mid-year will accrue holiday leave on a pro-rated basis of ten (10) hours per full calendar month worked. The holiday leave may not be used during the year in which it was earned, but must be used in the following year

SECTION 2. Day personnel will be granted 8 hours of holiday leave for each of the following holidays:

New Year's Day	January 1
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Fourth Friday in November
Christmas Eve	December 24
Christmas Day	December 25
Floating Holiday	Granted January 1 of each year to be taken off at any time during the calendar year

If a holiday falls on a Fire Fighter's regularly scheduled work day which is greater than 8 hours, the difference can be taken in other available holiday, vacation leave or compensatory leave.

When an observed holiday falls on a Saturday, the preceding Friday will be taken as the holiday. When the holiday falls on Sunday, the next Monday will be taken as the holiday. When Christmas falls on Monday, that Monday and the following Tuesday will be observed as holidays. Day personnel may not elect to be paid for holiday hours in lieu of time off. A Fire Fighter may not take a holiday before it is earned.

SECTION 3. If day personnel are on some type of approved paid leave that encompasses an observed holiday, the holiday will count as a day of holiday leave, rather than as a day of vacation leave, sick leave, etc. If a Fire Fighter is on approved leave without pay that encompasses a holiday there is no holiday accrual.

SECTION 4. Firefighters cannot carry over unused holiday leave from one year to the next. Holiday leave time accrued beginning January 1, 2021 and ending December 31, 2021 but not used by December 31, 2021 will be forfeited.

D. SICK LEAVE

SECTION 1. Shift personnel will accrue sick leave at the rate of 5.5 hours per pay cycle. Day personnel will accrue sick leave at the rate of 3.7 hours per pay cycle. Accruals will occur after each full pay cycle in which the Fire Fighter is in pay status. Shift personnel may accumulate a maximum 57 shifts (1368 hours) of sick leave. Day personnel may accumulate a maximum of 960 hours of sick leave.

SECTION 2. Upon termination from employment, Fire Fighters hired prior to January 1, 1989 will be paid for; 1) one-half of their sick leave accrual at the time of termination; or 2) one-half of their sick leave accrual as of December 31, 1988, whichever is less. In either case, payment will not exceed a

maximum of 28.5 shifts (684 hours) for shift personnel or 60 days (480 hours) for day personnel. Fire Fighters hired after January 1, 1989, will not receive pay for accumulated sick leave balances at time of termination.

SECTION 3. When Fire Fighters are absent due to an incapacitating illness or injury, or required medical, dental or optical examination for themselves, they will notify their supervisor as soon as they know they will not be able to report to work. Appointments for non-emergency doctor, dental, or optical appointments must be scheduled on off-duty time unless approved in advance. The Fire Fighter will be paid at the regular straight time rate for each hour missed because of said absence to the extent the Fire Fighter has available sick leave.

SECTION 4. Shift personnel may use up to 72 hours of available sick leave in a calendar year for illnesses of members of the Fire Fighter's immediate family who also reside in the Fire Fighter's household. Day personnel may use up to 24 hours of available sick leave in a calendar year for illnesses of members of the Fire Fighter's immediate family who also reside in the Fire Fighter's household. Routine childcare does not meet the requirements of this provision. The need for such leave will be subject to verification if so required by the Fire Chief or the Chief's designee.

SECTION 5. Fire Fighters whose illness requires sick leave in excess of their accumulated amount may be granted leave without pay, or be allowed to use accrued vacation, holiday leave, etc.

SECTION 6. A doctor's certificate or examination by a physician designated by the City may be required by the City as verification of illness. Any abuse of sick leave may be subject to disciplinary action. Fire Fighters returning to work after a major or potentially incapacitating illness must submit a doctor's written release before returning to duty.

E. PERSONAL LEAVE DAY

Once each year shift personnel may convert up to 24 hours of accrued sick leave to Personal Leave (Personal Leave Day). Once each year day personnel may convert up to 8 hours of accrued sick leave to Personal Leave (Personal Leave Day). Personal leave hours are to be scheduled in advance of the date to be taken. If a Fire Fighter chooses not to take Personal Leave, the Fire Fighter may carry the hours from one year to the next as sick leave up to the maximum accrual. Firefighters must request and use converted time in a calendar year with the last available date being;

December 22, 2021 for 2021 calendar year

F. MATERNITY LEAVE

SECTION 1. When a Fire Fighter determines that she is pregnant, she will discuss with her doctor the continuance of her line firefighting position. The City reserves the right to require that the Fire Fighter consult a physician designated by the City to determine her physical ability to continue line firefighting duties. If it is determined by the City physician that the Fire Fighter is physically unable to perform line firefighter duties, but is determined to be capable of performing limited work assignments, the Fire Fighter will be scheduled to work under the conditions set forth by the physician, if such work is

available and approved. The Fire Fighter may work in the limited work assignment until the birth of the child.

SECTION 2. A pregnant Fire Fighter must make a written request to her supervisor and the Fire Chief for maternity leave approximately thirty calendar days in advance of the anticipated leave. A pregnant Fire Fighter will be expected to work as long as her doctor certifies that she is physically capable of performing line firefighting duties or limited work assignments.

SECTION 3. Accrued sick leave may be taken only for the length of time certified by her physician as medically necessary for the health of the Fire Fighter. Upon returning to work, the Fire Fighter will submit a doctor's slip to verify the requested number of sick leave days taken to be medically necessary. Sick leave days not certified by her physician for medical necessity will be charged to another type of leave.

SECTION 4. The City reserves the right to require a letter from the Fire Fighter's doctor at any time certifying the Fire Fighter's capability or incapability of physically performing job duties. When a Fire Fighter returns to work, she will be reinstated in her previous assigned position or a limited work assignment, if such limited work assignment is available and approved, at her previous wage rate or at the rate she would have received except for her leave.

G. INJURY LEAVE

SECTION 1. If a Fire Fighter has been disabled due to an on-the-job injury and is entitled to receive benefits under the Worker's Compensation Law of the State of Colorado for temporary partial disability or temporary total disability, work time missed will be charged as injury leave, upon approval of the designated Worker's Compensation Administrator.

SECTION 2. Injury leave will terminate after 90 calendar days or as it applies below:

- 1) On the date a ruling of permanent disability is made;
- 2) when the appointed physician releases the Fire Fighter to return to work;
- 3) at such time as the Fire Fighter is declared capable of performing normal duties by a physician appointed by the City;
- 4) when the Fire Fighter reaches maximum medical improvement (MMI).

SECTION 3. If prior to release for normal duties, it is determined by a physician that the Fire Fighter is capable of performing limited work assignments, the Fire Fighter will return immediately to work under the conditions set forth by the physician, if such work is available and approved by the Fire Chief.

SECTION 4. Any limited assignment of duty will be reviewed at least every fourteen calendar days to determine if the Fire Fighter is capable of resuming normal unlimited duties. If the Fire Fighter is not released to return to normal duties by the expiration of the injury leave period, the Fire Fighter will be considered for placement to an available position for which the Fire Fighter possesses the necessary qualifications. If such a placement is not available, the Fire Fighter will be terminated.

SECTION 5. A Fire Fighter who is injured while not on duty with the Greeley Fire Department will not be entitled to injury leave. Fire Fighters traveling to and from work and on unpaid meal breaks are not covered by Worker's Compensation if injured during those times.

H. MILITARY LEAVE

SECTION 1. A leave of absence of a maximum of fifteen calendar days per year shall be granted to Fire Fighters who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations. Written application for a military leave of absence must be made as soon as possible after receiving the military order. Fire Fighters will not be entitled to receive their regular wages while absent on military leave of absence. Upon the Fire Fighter's return to work, the appropriate paper work detailing the pay received from the armed forces must be submitted. If the Fire Fighter's salary from the armed forces, exclusive of travel allowance, is less than the gross pay from the employer, the Fire Fighter will receive the difference for a period not to exceed fifteen days of training.

SECTION 2. If their work schedules are such that they conflict with the once a month weekend duty, Fire Fighters may use vacation leave or leave without pay to attend such duty. Normally, Fire Fighters will be able to schedule their monthly duty so that they can take it on their regular days off.

SECTION 3. Fire Fighters who enter the military service by draft, shall be granted a leave of absence without pay for that purpose, after the receipt of a written notice of such leave.

SECTION 4. Within 90 calendar days after the Fire Fighter's military service ends, the Fire Fighter will be reinstated in accordance with applicable provisions of the Selective Service and Training Act and any other applicable laws. The 90-day period may be extended upon approval of the Fire Chief and the City.

SECTION 5. To return to Greeley Fire Department employment, the Fire Fighter must make a written application within 90 calendar days of the Fire Fighter's discharge from military service. Failure to do so will result in resignation. The Fire Fighter will be subject to reexamination for fitness and may be required to successfully complete the medical screening and background portions of the screening process.

SECTION 6. If the Fire Fighter is found to be physically and mentally qualified to do so, the Fire Fighter may return to the classification previously held, at a wage rate the Fire Fighter would have been earning except for the military service. If the Fire Fighter is not found to be able to perform the duties of the previous classification, the Fire Fighter may be placed in a different classification at an appropriate pay rate if such position is available, or terminated.

I. JURY DUTY

SECTION 1. When a Fire Fighter is called for jury duty at a time which conflicts with the regular work schedule, the Fire Fighter will be compensated for time lost from the job at the Fire Fighter's regular straight time rate. Jury duty may not be used in any instance when the Fire Fighter is a

party in any fashion to the court action in question, unless the Fire Fighter's involvement arises as a result of the Fire Fighter's job duties or responsibilities.

SECTION 2. If scheduled for work, the Fire Fighter will be expected to report back to work within thirty minutes from the time the Fire Fighter is excused from jury duty.

SECTION 3. If a Fire Fighter is excused and does not serve on the jury, the Fire Fighter will be required to work the regular assigned shift.

SECTION 4. A Fire Fighter will be required to show evidence of jury duty upon request by the Fire Chief or the Fire Chief's designee.

J. ELECTION LEAVE

Fire Fighters are encouraged to vote in all elections. If Fire Fighters can vote before or after work, during their lunch hours, or through the absentee ballot alternative, they are encouraged to do so. If Fire Fighters can not vote during these times, they will be given up to a maximum of two hours of election leave for the purpose of voting.

K. EMERGENCY LEAVE

The Fire Chief or the Chief's designee may grant up to forty (40) hours for day personnel and up to four (4) shifts for shift personnel for unforeseen emergency reasons which are beyond the employee's control to pre-plan. Such leave will be charged to vacation, holiday or compensatory leave accruals.

L. BEREAVEMENT LEAVE

SECTION 1. In the event of the death of a family member, the firefighter may take up to two consecutive scheduled work shifts (48 hours) (three consecutive scheduled work days for day personnel) off with pay.

SECTION 2. For the purpose of bereavement leave, "family" is defined as spouse, civil union partner, child, parent, grandparent, grandchildren, brother, sister (this includes step, half and in-law relationships), aunt, uncle, niece, nephew, and first cousin.

SECTION 3. The Fire Chief may approve an additional two scheduled work shifts consecutive with the initial two shifts if the firefighter needs more than two shifts off or the firefighter may use other accrued leave or leave without pay, subject to the Fire Chief's approval. For day personnel, the Fire Chief may approve an additional two scheduled work days consecutive with the initial three days if the firefighter needs more than three days off or the firefighter may use other accrued leave or leave without pay, subject to the Fire Chief's approval.

M. LEAVE WITHOUT PAY

SECTION 1. Fire Fighters covered by this Agreement may request in writing a leave of absence

from the Fire Chief, who may grant a leave of absence to the Fire Fighter, not to exceed ninety (90) calendar days. Upon written request, an extension of such leave of absence may be granted by the Fire Chief. Said extension shall not exceed an additional ninety (90) calendar days. An additional extended period of leave without pay cannot be requested until the Fire Fighter has been back at work for not less than twelve (12) months.

SECTION 2. Leave without pay will not be granted to allow the Fire Fighter to seek other employment or to accept remunerative employment elsewhere.

SECTION 3. As a condition to an extension of leave in excess of ninety (90) days being granted, the Fire Fighter may be required to waive all rights to immediate reinstatement to the same position the Fire Fighter had before the leave of absence was granted. The Fire Fighter will retain only the right to be appointed to the first vacancy for the position in which the Fire Fighter had been employed upon the termination of the leave.

SECTION 4. A Fire Fighter granted a leave of absence will continue to accrue leave and be eligible for benefits for only the first thirty (30) calendar days of leave without pay. A Fire Fighter must pay in advance to the City the full cost of insurance or other benefits requiring the payment of a cash premium, if the Fire Fighter wishes to retain such benefits after the thirty-day period. In the event the Fire Fighter does not desire to retain such benefits, a waiver releasing the City from any and all liability resulting from the discontinuance of such benefits must be signed by the Fire Fighter. The Fire Fighter must agree in writing to pay for any costs associated with resuming such benefit coverage and will be subject to the terms and conditions of benefit plans as they exist at the date of reinstatement.

N. FAMILY/MEDICAL LEAVE

All provisions of FMLA will be administered in accordance with the Family and Medical Leave City policy with detailed information available through the Human Resources Department.

ARTICLE XIII
WAGES

A. SALARY

Fire Fighters covered by this Agreement shall be paid in accordance with the position classifications set forth below:

Title	Effective December 26, 2019	
	Annual	Hourly
Recruit Firefighter	58,748	20.12
Recruit Firefighter / EMT I	62,372	21.36
Recruit Firefighter / Paramedic	64,184	21.98
Apprentice Firefighter I	62,813	21.51
Apprentice Firefighter I / EMT-I	66,437	22.75
Apprentice Firefighter I / Paramedic	68,249	23.37
Apprentice Firefighter II	67,121	22.99
Apprentice Firefighter II / EMT-I	70,745	24.23
Apprentice Firefighter II / Paramedic	72,557	24.85
Journey Firefighter I	71,880	24.62
Journey Firefighter I / EMT-I	75,505	25.86
Journey Firefighter I / Paramedic	77,317	26.48
Journey Firefighter II	76,883	26.33
Journey Firefighter II / EMT-I	80,508	27.57
Journey Firefighter II / Paramedic	82,320	28.19
Master Firefighter	82,233	28.16
Master Firefighter / EMT-I	85,858	29.40
Master Firefighter / Paramedic	90,388	30.95
Fire Engineer (min)	86,333	29.57
Fire Engineer (min) / EMT-I	89,957	30.81
Fire Engineer (min) / Paramedic	91,769	31.43
Fire Engineer (max)	90,606	31.03
Fire Engineer (max) / EMT-I	94,230	32.27
Fire Engineer (max) / Paramedic	98,761	33.82
Staff Specialist *	93,327	44.87
Staff Specialist / EMT-I *	97,071	46.67
Staff Specialist / Paramedic *	101,730	48.91
Fire Lieutenant (min)	95,157	32.59
Fire Lieutenant (min) / EMT-I	98,782	33.83
Fire Lieutenant (min) / Paramedic	100,594	34.45
Fire Lieutenant (max)	100,299	34.35
Fire Lieutenant (max) / EMT-I	103,923	35.59
Fire Lieutenant (max) / Paramedic	108,454	37.14
Fire Lieutenant Specialist *	103,311	49.67
Fire Lieutenant Specialist / EMT-I *	107,055	51.47
Fire Lieutenant Specialist / Paramedic *	111,714	53.71
Fire Captain (min)	111,868	38.31
Fire Captain (max)	118,573	40.61
Fire Captain Specialist *	122,030	58.67

*Day Shift Pay Rate (2,080 hrs)

Fire Engineers returning to 24 hour shifts from Staff Specialist positions shall displace the least senior Engineer (time in grade). The displaced Fire Engineer shall return to Master Firefighter classification and will be placed at the number one position on the most current eligibility list for Fire Engineer. The displaced individual will remain at that position on any subsequent list until promoted.

For Fire Recruit, Fire Fighter, Fire Engineer, and Fire Lieutenant, the rate of pay will be determined by dividing the annual salary by 2,920 hours. For day personnel eligible for overtime the hourly rate of pay will be determined by dividing the annual salary by 2,080 hours. The pay period rate for all Fire Captains will be determined by dividing the annual salary by 26.

All new hire Fire Fighters will serve a probationary period of 12 months in which there is an opportunity for the supervisor to train, observe, and evaluate the employee. Probationary Fire Fighters do not have any appeal rights and may be demoted, laid off or terminated without cause at the discretion of the City.

For Calendar year 2021 *only*, Fire Fighters will move within grade upon satisfactorily completing all requirements on their anniversary date, but will not receive any pay step increase. For the duration of the 2021 contract term, they will be paid at the rate they were receiving as of December 31, 2020. The time for performance appraisal will be based on the Fire Fighters anniversary date. Fire Fighters who promote will receive the salary effective December 26, 2019 for the promoted position.

Fire Engineers, Fire Lieutenants, and Fire Captains will receive the minimum salary for the position upon appointment and will be eligible for an increase to the maximum salary after 12 months of employment in the position and satisfactorily completing all requirements.

The Fire Chief may exercise discretion in delaying the eligibility of an increase due to pending disciplinary review. Depending on the outcome and circumstances, the pay increase may be made retroactive to the eligibility date.

B. OVERTIME PAY

SECTION 1. For Fire Recruits, Firefighters, Fire Engineers, and Fire Lieutenants who work twenty four-hour shifts, time actually worked over 212 hours in the twenty-eight day cycle will be paid as overtime. Calculation of the regular rate will be based on 2920 hours per year. For Fire Recruits, Firefighters, Fire Engineers and Fire Lieutenants who work days, time actually worked over forty (40) hours in a work week will be paid as overtime. Calculation of the regular rate will be based on 2080 hours per year. Overtime will be calculated at one and one-half times the regular rate. Fire Captains are exempt and not eligible for overtime.

SECTION 2. This Article is intended to divide the normal hours of work and to provide the basis for the calculation of payment of overtime. It will not be construed as a guarantee of hours of work per day, per shift or of days of work per week or work cycle.

C. COMPENSATORY TIME

SECTION 1. At the request of the Fire Fighter, compensatory time will be given in lieu of pay when compensable hours exceed 216 during a scheduled 9 shift pay cycle or 240 during a scheduled 10 shift pay cycle. Such compensatory time will only be allowed for pro-rated hours spent in training assignments. If the Fire Fighter has actually worked over 212 hours in the work cycle, such compensatory time will be given at a time and one-half rate for each hour spent in training. If the Fire Fighter has worked less than 212 hours in the work cycle, such compensatory time will be given at a straight time rate for each pro-rated hour spent in training.

SECTION 2. The total number of compensatory time hours will not exceed 72 and can be carried over from one year to the next. The Fire Fighter will be allowed to take the compensatory time off within a reasonable period of time.

SECTION 3. The chief or the chief's designee may allow the limit in Section 2 to be superseded to allow a Fire Fighter to attend special training. The Fire Fighter shall then use the compensatory time as soon as practical.

ARTICLE XIV ACTING PAY

SECTION 1. Fire Fighters who are assigned to an acting position (Engineer, Lieutenant or Captain) will receive one hour at time and one-half of their existing straight time rate for every shift spent in an acting position. Fire Fighters will qualify for acting pay, after serving in the acting position for more than twelve (12) consecutive hours in a twenty-four hour shift.

SECTION 2. Fire Fighters who are assigned to acting Day Staff positions (Staff Specialist, Fire Lieutenant Specialist, or Fire Captain Specialist) will receive one half hour (0.5) at time and one-half of their existing day shift straight time rate for every day spent in an acting position.

SECTION 3. After completing six consecutive months (60 shifts) in a temporary acting position (Engineer, Lieutenant or Captain) the Fire Fighters who are assigned by the Fire Chief or the Chief's designee, to an acting position will receive pay at the current entry level pay of the position being filled.

ARTICLE XV POST EMPLOYMENT HEALTH PLAN

Firefighters shall be required to contribute annually to a Post Employment Health Plan (PEHP) or similar retirement savings plan in accordance with the terms and conditions of the plan's participation agreement as approved by the membership. The City agrees to deduct the contribution from the biweekly paycheck of each Fire Fighter. The Union agrees that the City will not be responsible for administrative or other fees or costs associated with administration of the plan.

ARTICLE XVI
EMERGENCY CALL BACK

SECTION 1. In an emergency situation, Greeley Fire Department personnel may be called back to duty at any time. During a non-emergency situation, personnel may be called back to duty to relieve personnel who need to respond on a special detail such as hazardous materials responses, dive-rescue requests, arson investigations, and the like.

SECTION 2. While an employee may decline the request for call back, if the situation becomes urgent, the employee may be required to accept the assignment.

SECTION 3. The Fire Fighter in Command during situations requiring call back shall be responsible for selecting the qualified employees; e.g. dive rescue team member, hazardous materials team member, arson investigator, etc. When Command has the option, employees to be called back will be chosen so they are not on duty on the next shift.

SECTION 4. All employees except Captains called back to duty shall begin earning compensation at the time they report in at their regular assigned station. Employees will be paid at the rate of one and one half times their regular hourly rate, for a minimum of one hour, and for all time worked over one hour until released from duty by Command.

ARTICLE XVII
HOLIDAY/VACATION SELL BACK

SECTION 1. Two times each calendar year shift personnel may elect to sell back to the City up to a combined maximum of 2 ½ shifts (60 hours) per year of holiday and/or vacation leave. Fire Fighters must have at least two (2) years of service and a balance of 7 ½ shifts (180 hours) of holiday and/or vacation in order to qualify for holiday/vacation sell back. Increments of ½ shifts (12 hours) must be used. The holiday and/or vacation leave will be paid by the City at the Fire Fighter's regular rate of pay.

SECTION 2. Two times each calendar year day personnel may elect to sell back to the City up to a combined maximum of five (5) days (40 hours) per year of vacation leave. Fire Fighters must have at least two (2) years of service and a balance of ten (10) days (80 hours) of vacation leave in order to qualify for vacation sell back. Increments of four (4) hours must be used. The vacation leave will be paid by the City at the Fire Fighter's regular rate of pay.

SECTION 3. Firefighters must submit their request in writing to the Fire Chief or the Chief's designee prior to September 30. Requests must be received in the Human Resources Department by the Friday two (2) weeks prior to the pay check on which the lump sum payment will be made.

ARTICLE XVIII
HEALTH AND WELFARE

A. Health Insurance Contribution. The City agrees to provide Fire Fighters with a health insurance plan substantially equivalent to that provided to City of Greeley employees. The City contribution for health coverage will be 80% for family coverage and 80% for single coverage. The City reserves the right to provide this insurance through a self-insured plan or under a group insurance policy or policies issued by an insurance company or companies selected by the City on the plan document.

B. Dental Assistance Contribution. The City agrees to provide the Fire Fighters with a dental assistance plan substantially equivalent to that provided to City of Greeley employees. The City reserves the right to provide this dental insurance through a self-insured plan or under a group insurance policy or policies issued by an insurance company or companies selected by the City. It is understood that the plan is subject to the rules and regulations of the insurance carrier on the plan document.

C. Life Insurance Contribution. The City agrees to provide Fire Fighters with one and one half (1 ½) times annual salary life insurance with Accidental Death and Dismemberment. The City will continue to provide the current level of coverage for dependents. The City reserves the right to provide this life insurance through a self-insured plan or under a group insurance policy or policies issued by an insurance company or companies selected by the City. It is understood that the life insurance plan is subject to the rules and regulations of the insurance carrier.

D. Physical Examination. Any physical examination or fitness-for-duty examination required of Fire Fighters by the City shall be at City's expense and the results thereof shall be submitted to the City. Upon request, Fire Fighters shall be afforded an opportunity to review the results. The above shall not be construed to include examinations for work-related injuries or illnesses covered by the worker's compensation program.

E. Return to Regular Duty Certification.

SECTION 1. In order to protect the public and department personnel, the City has the responsibility of determining the safety, health and property protection measures for Fire Department personnel.

SECTION 2. Prior to returning to regular duty following leave or an alternate duty assignment resulting from the firefighter's off-duty serious health condition requiring leave or alternate duty assignment of more than four consecutive shifts (shift personnel) or more than 40 consecutive hours (day personnel), the firefighter will be required to obtain and present certification from the firefighter's physician stating that the firefighter is able to return to regular duty and perform the essential functions of the position. The certification completed by the firefighter's physician will be on a form approved by the Labor Management Committee. The fitness-for-duty certification will relate only to the particular health condition that resulted in the firefighter's need for leave or alternate duty assignment.

SECTION 3. Prior to returning to regular duty following leave or an alternate duty assignment resulting from the firefighter's off-duty serious health condition requiring leave or alternate duty assignment of more than six consecutive shifts (shift personnel) or more than 80 consecutive hours (day personnel), the firefighter will be required to obtain and present certification from the firefighter's physician as well as certification from the City-designated physician(s) stating that the firefighter is able to return to regular duty and perform the essential functions of the position. The certification completed by the firefighter's physician will be on a form approved by the Labor Management Committee. The fitness-for-duty certifications will relate only to the particular health condition that resulted in the firefighter's need for leave or alternate duty assignment.

SECTION 4. In cases where the firefighter's physician certifies that the firefighter is able to return to regular duty and perform the essential functions of the position and the physician(s) designated by the City does not certify the firefighter to return to regular duty and perform the essential functions of the position, the firefighter can choose one of the following:

- 1) Follow the limitations and restrictions, if any, of the City-designated physician and return to regular duty or available alternate duty assignment when certified by the City designated physician and within the time frames and limitations for authorized leave;
- 2) Obtain a second opinion from any one of the three or more different physicians on a pre-established list that has been approved by the Fire Chief. The City will reimburse the firefighter for one-half the cost of the second opinion that the firefighter is responsible for paying that is not paid by insurance. When this option is selected, the firefighter must abide by the City-designated physician's decision until the second opinion is obtained. Leave time taken must be charged to approved and available leave. The recommendation of the selected physician will be submitted to the Fire Chief for a final determination on the firefighter's return to regular duty status.
- 3) Request an alternate duty assignment or extension of an alternate duty assignment. In cases where the firefighter requests an alternate duty assignment or extension of an alternate duty assignment, if such alternate duty assignment is available, the City will make such assignment or extension of the assignment available for up to two months (20 shifts or 320 hours if assigned to days) or the day the firefighter is released by the City-designated physician(s) to return to regular duty. Doctor's appointments scheduled during the alternate duty assignment must be requested and approved and leave time will be charged to sick leave, if available, other available leave or leave without pay. The firefighter's participation in rehabilitation activities during scheduled work hours will be at the discretion of the Fire Chief.

SECTION 5. In no case shall approved leave, alternate duty assignment or a combination of approved leave and alternate duty exceed 6 continuous months unless approved by the City.

G. Line of Duty Death. If a firefighter is killed in the line of duty, the City shall pay for the actual funeral expenses incurred by the survivors up to a maximum of ten thousand dollars (\$10,000.00). This payment shall be made to the firefighter's estate.

If a firefighter is killed in the line of duty, the City shall pay the health insurance premium for the twelve (12) months of COBRA coverage for a surviving spouse and eligible dependents of the

firefighter enrolled in the city's health insurance plan at the time of the line of duty death.

H. Tuition Assistance. The City agrees to provide firefighters with a tuition assistance plan substantially equivalent to that provided to City of Greeley employees.

I. Uniforms and Equipment

SECTION 1. Upon employment the City shall provide the initial issue of uniforms to each Fire Fighter as designated by the Fire Chief. All primary and back-up protective clothing or protective devices required of employees in the judgment of the Fire Chief, in the performance of their duties, shall be furnished without cost to Fire Fighters. Every attempt will be made to provide gear that his sized to the Fire Fighter.

SECTION 2. The City shall replace, as needed, and shall provide facilities or programs to maintain, repair and clean uniforms issued by the Fire Department.

SECTION 3. All uniforms, protective clothing and protective devices damaged in the line of duty, shall be replaced by the City without cost to the employee, when necessary in the judgment of the Fire Chief and his/her designee.

SECTION 4. All uniform, clothing, protective gear and devices damaged or lost through neglect or employee carelessness shall be replaced at the expense of the employee.

ARTICLE XI
PENSION

The City will deduct appropriate contributions from the wages of each Fire Fighter, and will make contributions to the pension plan of each Fire Fighter, as required by the Colorado Fire and Police Pension Association.

ARTICLE XX
DEATH AND DISABILITY

The City will pay the full amount of the premiums charged for the statewide death and disability plan for Firefighters hired on or after January 1, 1997.

ARTICLE XXI
STAFFING

SECTION 1. The City and the Union recognize the goal of the Greeley Fire Department is to provide the citizens a high level of service while maintaining the safety of its firefighters. Without abrogating or limiting the management rights set forth in Article IV it is the Parties' goal to staff as follows:

- A. Each Engine Company should have an assignment of four (4) with a minimum of three (3) line personnel.
- B. Each Ladder/Truck Company should have a minimum of four (4) line personnel; and
- C. Each Battalion should have a minimum of two (2) Captains per shift.

SECTION 2. The City will engage in good faith efforts to meet these levels for the term of the 2021 Collective Bargaining Agreement between the Parties. However, the City retains discretion to change staffing to meet City needs. When the City decides that a change to the staffing levels identified above is necessary, the City will meet with the Union to discuss why those changes are necessary and receive feedback from Union representatives prior to making those changes. When the conditions that cause a reduction in staffing are financial in nature, an evaluation of how and if staffing levels can be restored to the levels identified above shall be performed in conjunction with the Union.

ARTICLE XXII
SAVINGS CLAUSE

SECTION 1. If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable laws, statutes, and regulations of the United States of America and the State of Colorado, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to agree on a substitute provision. However, if parties are unable to agree within thirty (30) days following commencement of the initial meeting then the matter shall be postponed until contract negotiations are reopened. This thirty (30) day time period may be extended at the mutual Agreement of the City and the Union.

SECTION 2. In addition to the provisions of Section 1 of this article, the parties recognize that Article X, Section 20 of the Colorado Constitution presents unknown and inexact requirements and limitations upon the economic decisions and budgetary requirements of the City.

Rather than force a legislative or judicial declaration of invalidity of any of the terms and conditions of this Agreement for violation of the limitations of Article X, Section 20, the parties agree to open further collective bargaining for any and all of the terms of this Agreement that may prospectively violate Article X, Section 20 of the Colorado Constitution.

Determination of whether or not any of the terms and conditions of this Agreement exceed the

limitations imposed by Article X, Section 20 of the Colorado Constitution, shall be determined by the appropriate officials of the City. The determination shall be reduced to writing, specifically citing the nature and extent of the prospective violation by any existing term or condition of this Agreement.

ARTICLE XXIII
DURATION

SECTION 1. This agreement shall be effective January 1, 2021 and shall continue to and include December 31, 2021. This contract is subject to appropriation and availability of City funds on an annual basis.

SECTION 2. Agreement shall continue for the duration of the contract. This Agreement shall then automatically continue from year to year for successive terms of one (1) year each unless the City or the Union shall give to the other written notice of request for collective bargaining no later than March 1 of the year the contract expires stating its desire to modify or terminate this Agreement.

SECTION 3. When changes in the Agreement are proposed and subsequently agreed upon, they shall be reduced to writing and signed by both parties.

Approved as to Legal Form:

City Attorney

Approved as to Availability of Funds:

Director of Finance

Approved as to Substance:

City Manager

Union Representative:

President