

Station 1
8130 3rd Street
Wellington, CO 80549



Station 2
108 W County Road 66
Fort Collins, CO 80524

Wellington Fire Protection District

SPECIAL BOARD MEETING AGENDA

A **Special Board Meeting** will be held on **December 17, 2025 at 5:00PM**. The meeting will be held at **Station 1** located at 8130 3rd St, Wellington, CO 80549.

Pledge of Allegiance

Roll Call

Additions/Deletions to the Agenda

Conflicts of Interest

Public Comment

Any property owner, business owner, or resident of the District that would like to comment on items not listed on the agenda may be restricted to a 3-minute limit per person.

District Business

Consideration for Adoption - Collective Bargaining Agreement between Wellington Fire Protection District and International Association of Firefighters Wellington Firefighters Local 5389

Adjournment

COLLECTIVE BARGAINING AGREEMENT
between
WELLINGTON FIRE PROTECTION DISTRICT
and
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
WELLINGTON FIREFIGHTERS
LOCAL 5389

January 1, 2026 through December 31, 2026

TENTATIVE AGREEMENT

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DEFINITIONS

BOARD. The term “Board” shall mean the Board of Directors of the District.

DISTRICT. The term “District” shall mean the Wellington Fire Protection District. It shall include authorized officers, representatives, and agents.

FIRE CHIEF. The term “Fire Chief” shall mean the fire chief of the District.

FIREFIGHTER. The term “Firefighter” shall mean an employee of the District whose primary duties are directly involved with the provision of firefighting and/or emergency medical services. “Firefighter” does not include non-sworn or clerical personnel or volunteer firefighters. Further, “Firefighter” does not include any supervisor who holds the rank of a chief officer. (Firefighter in 4.1.2 is in reference to rank).

UNION. The term “Union” shall mean the International Association of Firefighters Local 5389. It shall include all authorized officers, representatives, and agents.

PROFESSIONAL FIREFIGHTER. Any firefighter who is a fulltime paid firefighter

PREAMBLE

It is the public policy of the District to promote and maintain harmonious relations between the Board and the full-time Firefighters employed by the District to protect the public health, safety, and welfare by assuring at all times the orderly and uninterrupted operations and services of the District. This policy is implemented by recognizing and defining the rights of full-time Firefighters in this Agreement to join organizations of their own choosing for the purpose of representation in matters affecting employee relations or to represent themselves individually in said matters in dealings with the Board. Additionally, the Board and Union desire an opportunity through this Agreement to provide for equitable and peaceful adjustment of differences which may arise, and to establish standards of wages, hours, and certain other conditions of employment

GENERAL

This Agreement is entered into by and between the WELLINGTON Fire Protection District (here in after referred to as the "Board" or "District") and Local 5389 of the International Association of Fire Fighters (hereinafter referred to as the "Union").

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

ARTICLE I RECOGNITION

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

1.1 FREEDOM OF ASSOCIATION

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

1.2 REPRESENTATIVE AND NEGOTIATION GUIDELINES

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

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

ARTICLE II TERMS

2.1 TERM AND RENEWAL

This Agreement shall be effective as of January 1, ~~2025~~ 2026, and shall remain in full force and effect through December 31, ~~2025~~ 2026. This agreement shall remain in effect until a successor agreement is agreed upon by both parties. The board of directors and the executive board of the Union shall meet for the purpose of negotiating salaries, health benefits, pension benefits, and ~~two~~ six additional items; each party to select ~~one~~ three such item for negotiating a successor agreement.

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

Negotiations shall commence on or after July, 1 2025, and any unresolved issues shall be submitted to mediation. The mediator shall be chosen in accordance with the selection provisions of Section 19.1 of this contract. The request for a panel of mediators from the Federal Mediation and Conciliation Service shall be formed. If the mediation process has not resulted in an agreement as to the negotiated issues, the parties shall move to advisory arbitration with an arbitrator who is chosen in accordance with the selection provision contained in Section 19.1 of this contract. The arbitrator shall select between the final offer of each party submitted to the opposing party on each unresolved issue. The arbitrator shall notify the parties of his/her decision, which shall be advisory upon all parties involved. It is specifically understood and agreed that the parties shall continue to negotiate and may reach agreement on any and all unresolved issues through the mediation and arbitration process.

2.2 BUDGET INCREASE LIMITATIONS

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

2.3 UNION NEGOTIATORS

In the event of negotiations or renegotiations of the provisions of the Agreement, reasonable numbers of negotiators selected by the Union (not to exceed three, and one alternate) shall be

released from their regular duties, without loss of pay, for all meetings when such representatives would normally be on duty.

ARTICLE III WORK SCHEDULES

3.1 WORK HOURS

- 3.1.1 Those Firefighters assigned to line duty shall work a 24-hour, three platoon system. For the purpose of this Agreement only, such Firefighters shall be designated as line duty Firefighters and/or shift Firefighters. Those hours will be assigned by the fire chief and approved by the Union for a total of 56 hours a week. Subject to the provisions of Section 4.1, which defines the hourly rate for hours worked in excess of the FLSA period; i.e., in excess of 216 hours per 27-day period or in excess of 192 hours per 24-day period, overtime will be paid at time and one-half of the hourly rate.
- 3.1.2 Those Firefighters assigned to other than line duty, shall work those hours as assigned by the fire chief for a total of 40 hours minimum per week. For purposes of this Agreement only, such Firefighters shall be designated as daytime Firefighters.
- 3.1.3 Overtime shall be paid at time and one-half of the hourly rates for daytime Firefighters.
- 3.1.4 Because daytime uniformed Firefighters are paid the same yearly and monthly salaries as shift workers under Section 4.1, daytime Firefighters who work shift duties, pursuant to Section 3, shall be paid overtime shift worker hourly rates.
- 3.1.5 Firefighters that have worked, or are scheduled to work, 72 consecutive hours will not accept an overtime, detail assignment or trade shift without at least 24 consecutive hours in an off-duty status except for Emergency recall to duty, Hold-overs to complete the duty shift, Mandatory training hours, or Approval of the Fire Chief

3.2 HOLIDAYS FOR DAYTIME FIREFIGHTERS

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

3.3 HOLIDAYS FOR SHIFT FIREFIGHTERS

The following days shall be holidays for shift Firefighters: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving,

the day after Thanksgiving and Christmas. All District shift personnel shall receive 8 hours straight pay at their base pay rate.

3.4 HOLIDAY DEFINITIONS

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

3.5 EMERGENCY RECALL

Off duty Firefighters shall be subject to emergency recall at the discretion of the fire chief. All emergency recalled Firefighters shall be compensated for emergency recall in accordance with Section 3.8 below. Payment for recall hours shall begin at the time the Firefighter is required to report for duty. A 2 hour minimum will be paid to all recalled Firefighters at 1 ½ hour rate.

3.6 AUTHORIZED HOLDOVER

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

3.7 AUTHORIZED CALL BACK (FOR MINIMUM STAFFING)

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

3.8 USE OF COMPENSATORY TIME

- 3.8.1 Notwithstanding the foregoing requirement that Firefighters be compensated at 1½ times the individual hourly rate for overtime work. Compensatory time off may be provided to Firefighters in lieu of monetary compensation for time required of a Firefighter beyond the regular shift for staff and other special meetings (by example, but not by way of limitation); i.e., for safety council meetings, for educational programs and conferences, and for other matters where an Firefighter's time is required by the District.
- 3.8.2 Reimbursement through compensatory time shall be at the rate of 1½ hours of compensatory time for each hour of overtime worked. The maximum compensatory time which may be accrued by any Firefighters shall be 72 hours. A Firefighter who has accrued the maximum number of compensatory hours shall be compensated in cash for any additional overtime hours of work.
- 3.8.3 Upon separation, if an Firefighter has accumulated time, he/she shall be entitled to be paid for the remaining compensatory time at his/her regular hourly rate.

- 3.8.4 24 hours of compensatory time per shift will be available for members' use per District policies and procedures.

3.9 TRADING TIME

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

ARTICLE IV COMPENSATION

4.1 SALARIES

4.1.1 The District base salaries paid to shift Firefighters, excluding longevity or special teams pay shall be regarded as payment for one hundred six (106) hours per 14-day work period. Hours in excess of 106 shall be paid at 1½ times the hourly rate. For the purposes of determining the hourly rate per Firefighter, the Firefighter's salary shall be divided by 2,912 for Uniform Line Personnel and 2080 for Uniform Day. Holiday compensation as provided by Sections 3.2, 3.3 and 3.4, shall not be deemed to be included in base salary and shall be deemed extra pay.

4.1.2 The salary schedule for 2026 shall be:

Grade	Year	Rank	Hourly Rate	Annually
1	0-1	Probation	\$22.23	\$64,729
2	2	Firefighter	\$23.56	\$68,613
3	3	Firefighter/ DO	\$24.90	\$72,496
4	4	Firefighter/ DO	\$26.24	\$76,409
Top	5	Senior FF	\$27.57	\$80,293

Grade	Year	Rank	Hourly Rate	Annually
DOE		Lateral		
1	0-1	Probation	\$29.99	\$87,325
2	2	Captain -Lieut	\$31.45	\$91,575
3	3	Captain Lieut	\$32.90	\$95,795
4	4	Lieut/Capt.	\$34.36	\$100,045
Top	5	Lieut/ Captain	\$35.81	\$104,264

4.2 LONGEVITY PAY

At the first pay period in December following five (5) years of full-time service to the District, Firefighters shall become entitled to an annual longevity bonus, to be paid in accordance with the following schedule:

0 through 4 years of service	\$0
5 through 9 years of service	equal to 1% of grade 1 Firefighter annual salary
10 through 14 years of service	equal to 2% of grade 1 Firefighter annual salary
15 through 19 years of service	equal to 3% of grade 1 Firefighter annual salary
20 through 24 years of service	equal to 4% of grade 1 Firefighter annual salary
25 years of service and beyond	equal to 5% of grade 1 Firefighter annual salary

4.3 ACTING POSITIONS

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

All Firefighters filling that position will be compensated retroactive to the first hour. Management reserves the right to utilize "rovers" to be assigned on a temporary basis to any vacant position caused by illness, leave, vacation or any other reason.

**ARTICLE V
VACATION**

5.1 VACATION

5.1.1 Any shift Firefighter that transfers to day shift assignment shall be required to utilize accrued vacation according to the day shift accrued schedule. The following conversion factors will be used when a Firefighter transfers to day shift assignment or back to duty on the line. If the Firefighter's employment relationship is terminated while working the day shift, the accrued vacation which has been converted pursuant to this section and which has not been utilized shall be paid at 100% the Firefighter's shift rate.

5.1.2

Vacation	0-2 Years	3-5 Years	6-10 Years	11-15 Years	15+ Years
Vacation Line Staff	96 hrs.	120 hrs.	168 hrs.	216 hrs.	240 hrs.
Cap (hrs.)	144	180	252	324	360
Carryover (hrs.)	120	150	210	270	300
Vacation Daytime Firefighter	80 hrs.	100 hrs.	140 hrs.	180 hrs.	200 hrs.
Cap (hrs.)	120	150	210	270	300
Carryover (hrs.)	100	125	175	225	250

5.2 USE OF VACATION

- 5.2.1 Vacation time will be used in the year following the year of service giving rise accrual, including any change in vacation accrual rate. All vacations shall be picked solely on the basis of seniority based on the date of hire with the District. Vacation days may be used for time off with the district chief's approval, or his/her designee.
- 5.2.2 Vacation time accumulated to the effective date of this Agreement will continue to be recognized. When a Firefighter is off work due to an on-the-job injury or illness, he/she shall not be charged with any vacation leave, and if it cannot be used within that year it shall be carried over to the following year, and/or be paid.
- 5.2.3 A period during which a Firefighter is on leave of absence or suspension shall not be counted in the calculation of years of service for determination of vacation leave.
- 5.2.4 No Firefighter shall use un-accrued time without prior approval from the Fire Chief.

ARTICLE VI
SICK LEAVE/ PTO

6.1 SICK LEAVE/ PTO

6.1.1 All Firefighters shall be granted 96 hours of sick leave/PTO per calendar year. Although granted for the year, it is earned proportionally to the time employed in the district. Sick leave usage will be charged on an hour-for-hour basis.

6.1.1.1 Effective January 1, 2026, 2027 and 2028, an additional 16 hours of sick leave/PTO will be added to the total amount of PTO granted. (2026-112 hrs. total, 2027-128 hrs. total, 2028-144 hrs. total)

6.1.2 Firefighter's Sick Leave/ PTO bank has a max of 400 hrs.

6.1.3 The District shall pay directly into an Firefighter's PEHP or 457 retirement plan 400 hours of sick leave from such Firefighter's sick leave bank at the Firefighter's then current hourly rate, provided that: (1) the Firefighter has up to 400 hours in the Firefighter's sick leave account; (2) the Firefighter has served at least 20 years with the District; and, (3) the separation from employment with the District is not due to a dismissal for cause or a resignation in lieu of such dismissal for cause. The Firefighter will be paid out at 25% up to 400 hrs into either the PEHP or 457 retirement plan.

The District shall pay directly into a Firefighter's PEHP plan or 457 retirement, up to 400 hours (max hours) at a rate of 10% , provided that: (1) the Firefighter has served at least five years with the District; and, (2) is at least 55 years of age,; and (3) the separation from employment with the District is not due to a dismissal for cause or resignation in lieu of such dismissal for cause.

6.2 LIGHT DUTY REQUIREMENT

6.2.1 If any Firefighter is excused from duty on paid sick leave or injury leave for a period exceeding 30 calendar days, such Firefighter shall, at the written request of the District, submit to a physical examination by the District's physician and one non-partisan physician, all at the District's expense. If the Firefighter wants to submit a report from his/her attending physician, he/she may do so at his/her expense.

6.2.2 If it is determined, as a result of said examination, that the Firefighter would be capable of returning to work on light duty without risk to his/her health or aggravation of his/her condition, the Firefighter shall return to work and be assigned to light duty until the earlier of: (1) the date upon which the Firefighter is able to return to his/her regular duty; or, (2) one year from commencement of the Firefighter's initial absence on sick or injury leave.

6.2.3 Prior to the end of the one-year period, the Firefighter must make an application to the Pension Board for a normal or early retirement or disability pension or request reinstatement to active regular duty.

- 6.2.4 While on any type of sick or injury leave, the Firefighter will continue to receive his/her full pay, for 12 months from the first day of such injury or sick leave.
- 6.2.5 When a Firefighter returns to work on light duty, as described above, it shall be with full pay and benefits.
- 6.2.6 After ten weeks (400 hours) on light duty from an off-duty injury, the Firefighter will forfeit 16 hours of sick leave from their sick leave bank for every week of light duty work thereafter. The week of returning to full duty, normal retirement, or disability, will be prorated on a 40-hour work week.
- 6.2.7 Scheduling and assignment of light duty Firefighters shall be at the sole discretion of the Fire Chief.
- 6.2.8 There shall be a light duty policy that outlines the provisions of light duty assignments.

ARTICLE VII MILITARY LEAVE

7.1 MILITARY LEAVE WITH PAY

Any Firefighter covered by this Agreement who is called to active military service as a member of the Armed Forces of the United States, or who is engaged in activities in the reserve forces of the National Guard shall be granted a leave of absence to perform such military duties. Said Firefighter shall not suffer any loss of leave time or other benefits because of said military duty. Such leave shall be considered "Military Leave". Said military leave shall not exceed fifteen (15) days per year. For the purposes of this section, a "day" is one (1) twelve (12) hour shift.

ARTICLE VIII Personal Days

8.1 Personal Days

Personal day shall be ~~two~~ **one** day (24 hour shift) off. To accrue ~~these~~ **this** day the Firefighter shall attend ~~two~~ **one** mandatory department staff meeting. ~~These~~ **This** day shall only be used per District policies and procedures. ~~These~~ **This** day shall not roll over or accumulate for future years. ~~They~~ **It** shall only be used within the calendar year.

**ARTICLE IX
CLOTHING**

9.1 UNIFORM ALLOWANCE

- 9.1.1 The District shall provide initial clothing per the uniform regulations and protective clothing as required by law. Thereafter the District will provide uniforms on a wear and replace basis in accordance with procedures to be established by the District. The Chief will set forth in policy all items of uniform required by uniformed Firefighter. All used uniforms to be replaced will be returned to the District in exchange for new. The District maintains its right to inspect uniforms and to require upkeep and replacement as deemed necessary.
- 9.1.2 The fire chief may authorize the replacement of a Firefighter's uniform damaged in the line of duty.
- 9.1.3 All Uniformed Personnel shall have a Class A Uniform provided to them at the district's expense at their 1 year anniversary.

ARTICLE X INSURANCE

10.1 HEALTH CARE BENEFIT

- 10.1.1 The District recognizes the strategic planning team that will comprise up to three (3) District employees appointed by the fire chief, and three (3) Union representatives appointed by the union president. One (1) appointed position for the District and one (1) appointed position for the Union will co-chair the strategic planning team. The strategic planning team will review annually all health, vision and dental insurance and present recommendations to the district for consideration. The District agrees to pay 100% of the total premium cost of the provided health care plan for the member and 50% of the premium cost of the member's spouse and dependents. The Firefighters agree to pay 50% of the total cost of the provided health care plan for spouses and dependents.
- 10.1.2 Any amounts paid by the District for health benefits under this section shall not be regarded as part of a Firefighter's wages for purposes of calculating hourly base rate.
- 10.1.3 Any applicable new federal legislation, which becomes effective during the term of this contract, may require renegotiation of this section.

10.2 LIFE INSURANCE

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

**ARTICLE XI
RETIREMENT**

11.1 PENSION FUND

Pension benefits for any uniformed firefighter will be governed by C.R.S. §31-3-1702 and the District's New Hires Pension Fund. Funding for New Hires will continue as outlined in C.R.S. §31-31-402.

11.2 DEATH AND DISABILITY CONTRIBUTION

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

11.3 POST EMPLOYMENT HEALTH PLAN (PEHP)

11.3.1 The District will contribute \$10 per month to each Firefighter's (PEHP) plan in 2025.

ARTICLE XII RULES AND REGULATIONS

12.1 APPLICABILITY OF RULES AND REGULATIONS

The rules, regulations and operational guidelines of the District, as the same are amended from time-to-time, shall be binding upon the parties to this Agreement. Rules, regulations and operational guidelines shall not be inconsistent with terms of this Agreement. Any alleged violations of the provisions of this Agreement shall be subject to and governed by the grievance procedure contained in this Agreement. All Firefighters shall be fully informed of the rules, regulations and operational guidelines, hereafter enacted and directives thereafter issued. No changes in the grievance procedure shall be valid unless agreed to in writing by the Board and the Union. Nothing in this Agreement shall be interpreted as restricting the powers and authority of the board of directors under state law to amend the rules and regulations of the District. Amendments to the District's rules, regulations and operational guidelines may be made in consultation with the Union, but may be made without Union endorsement or ratification.

**ARTICLE XIII
MANAGEMENT OF DISTRICT**

13.1 RESERVATION OF MANAGEMENT RIGHTS

13.1.1 MANAGEMENT RIGHTS RESERVED. The District reserves and retains solely and exclusively all of its constitutional, statutory, and common law rights and responsibilities to manage the District and to take all necessary actions to carry out the mission of the District. The management of the District and the direction of the employees are vested solely and exclusively in the District, and shall not in any way be abridged, except as specifically limited by the express terms of this Agreement.

13.2 EXCLUSIVE MANAGEMENT RIGHTS

The exclusive rights of the District include, but are not limited to, the following:

13.2.1 To determine the mission of the District and the methods, processes, and means by which said mission is said to be fulfilled, and to decide any matters of a policy nature;

13.2.2 To determine District policy, including the right to manage the affairs of the District in all respects, including, but not limited to, determining and implementing the methods, equipment, facilities, and personnel policies, procedures, directives, practices, and other means by which District operations are to be conducted, and taking the steps it deems necessary to maintain the efficiency and safety of operations of the personnel engaged therein;

13.2.3 To develop, enforce, modify, or terminate any policy, procedure, manual, work method, or the like, associated with the operations of the District

13.2.4 To determine training needs, methods of training, and Firefighters to be trained;

13.2.5 To extend, limit, or curtail the operation of the District, including to determine or consolidate the location of operations, offices, and work sites, including permanently or temporarily moving operations, in whole or in part, to other locations;

13.2.6 To direct the work of all employees, and determine the duties of a position;

13.2.7 To hire, promote, demote, classify, evaluate, and retain employees in positions with the District;

13.2.8 To determine the size, composition, and makeup and distribution of the workforce, including staffing levels;

13.2.9 To demote, suspend, discharge or otherwise discipline employees for cause;

13.2.10 To transfer, assign, and schedule employees, including determining schedules, creating schedules, and establishing or modifying the workweek, including mandatory overtime work.

13.2.11 To determine whether to lay off employees due to, lack of work, lack of funds, or for other legitimate reasons;

13.2.12 To determine its budget, organization, and the merits, necessity, and level of any activity or service provided by the District, and other fiscal policies; and,

13.2.13 To determine whether to merge with any other fire district or municipality;

13.3 AUTHORITY OF FIRE CHIEF.

← Nothing in the Agreement shall be construed to limit the authority of the Fire Chief to exercise powers of discipline. However, in exercising Management Rights, nothing shall be construed or applied which negates, modifies, or supersedes the rights of Firefighters or the Union where such rights are specifically included in this Agreement.

**ARTICLE XIV
STRIKES AND LOCKOUTS**

14.1 NO LOCKOUT

The District agrees that so long as this Agreement is in effect there shall be no lockouts. The closing down or curtailing of any specific operation or any part thereof shall not be construed as a lockout.

14.2 NO STRIKES

The delivery of fire protection services to the citizens of the District in the most efficient, effective, and courteous manner is of paramount importance to the District and the Union. Acceptance of public employment carries with it an obligation and responsibility to act affirmatively at all times to ensure the continuation and promotion of the public's health, safety, and welfare. Such achievement is recognized to be a mutual obligation of both parties within their respective roles and responsibilities. During the term of this Agreement, the Union will not cause, or permit its members to cause, nor will any member of the representative unit take part in any strike, sit down, slow down, stay in, walkout, curtailment of operations, or any picketing. All Firefighters and the Union are prohibited from engaging in this conduct. Any violation of the foregoing provision shall be grounds for immediate discharge.

**ARTICLE XV
UNION BUSINESS**

15.1 DUES CHECK OFF

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

15.2 INDEMNIFICATION

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

15.3 UNION LEAVE

15.3.1 Officers of the Union and their representatives shall be entitled to leave with pay for official union business and conventions provided 96 hours of notice is provided to the Chief. The leave will be limited to a total of 9- twenty-four hour shifts per year.

15.3.2 The above listed Union Leave is in addition to leave which is granted for union officers acting in official capacities in grievance hearings, arbitration hearings, and negotiation sessions. It is understood that the number of union officers or members representing the union eligible to receive leave with pay during negotiations shall not exceed two.

**ARTICLE XVI
GENERAL MATTERS**

16.1 AMENDMENTS

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

16.2 GOVERNING LAW

This agreement shall be governed and constructed according to the constitution and laws of the state of Colorado.

16.3 SEVERABILITY

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

16.4 SCHOOLING OR SPECIAL EDUCATION

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

16.4.2 The District shall pay tuition, books, fees, and pre-approved related expenses for post-secondary, accredited education, which is work-related, but not job required. All education must be pre-approved by the District and meet the intent of applicable Administrative Procedures. Any amount paid by the District for education, in accordance with this section shall not be regarded as part of an Firefighter's wages for purposes of calculating hourly base rate. Additionally, the District shall reimburse a member up to 75% of the tuition and book expenses, up to a total of \$4,000 per year for education which is work related but not job required. Education funding from the District will have a lifetime cap of \$24,000. All education must be pre-approved by the District for reimbursement. Reimbursement is contingent on a passing grade or certificate of completion.

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

16.5 SEPARATED FIREFIGHTER

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

16.5.2 Prior to a separated Firefighter's final pay, an audit will be performed of owed vacation time and that monetary amount shall be reduced from muster out pay to be paid in full to the owed Firefighter at the current hourly rate of the separated Firefighter.

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

16.6 TERMINATED FIREFIGHTER

Terminated Firefighters shall be compensated for all accrued and unused vacation time at their current hourly rate.

16.7 BENEFICIARY OF ESTATE

16.7.1 In case of the death of a firefighter (on or off duty), the firefighter's beneficiary will be compensated for all the accrued and unused vacation time accumulated at the salary rate at the time of death.

16.7.2 In the event a firefighter is killed in the line of duty or dies from injuries sustained in the line of duty, the District shall pay the cost of funeral expenses up to a maximum of \$20,000, which amount shall be offset by any other payments for funeral expenses made by insurance or by any other agency or organization or person(s) (other than relatives of the firefighter). This payment shall be made to the firefighter's estate.

16.8 BEREAVEMENT LEAVE

Shift workers will be granted two full shifts (48 hours) of bereavement leave with pay, and day workers will be granted 50 hours of bereavement leave with pay, which leave will not be deducted from vacation time or accumulated sick leave, in the event of a death in the immediate family of the Firefighters or the Firefighter's spouse. Immediate family is defined to include spouse, member's and or spouse's children, father, mother, brother, sister, grandchild, grandparents or great grandparents, and other members of the family at the fire chief's discretion or his/her designee. An extension of leave may be granted at the Chiefs discretion.

16.9 EMERGENCY LEAVE

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

required the member shall be responsible for using their compensatory time or obtaining the proper trade time.

16.10 STAFFING

The District and the Union recognize the goal of the District is to meet the intent of NFPA 1710 for reasons of safety and a high level of service. Accordingly, it is mutually agreed that all engine companies shall have the minimum staffing of 3 full time professional firefighters. In the event that staffing is reduced to one engine, staffing shall consist of three full-time Wellington Professional Firefighters.

In the event that budget and other factors, such as changes in technology, dictate a different level of staffing, the District and the Union will confer prior to changing the staffing levels stated in this Article to find an amicable solution.

16.11 PROMOTIONS

The parties will follow the policies as outlined in District Policy #100-XX.

16.12 DISTRICT GROWTH AND TRIGGER CLAUSE

16.12.1 District Growth

It is the intent of this section to recognize that as the District continues to expand, both in service demands and financial capacity, that the Parties should maintain proactive and positive communication regarding matters impacted by such growth. Growth shall include, but is not limited to, increased staffing, new stations or apparatus, changes in service delivery models, or substantial budget increases. The parties agree to meet and confer over the impacts of District growth. In doing so, the Union may provide its input to the District regarding such impacts and Union's interests related to them. The District shall receive and consider this input as the District makes, in its sole discretion, its operational and management decisions. No mutual agreement is required on any growth issue with the intent of this provision being the ability of the parties to have open and transparent dialogue on these matters.

16.12.2 Trigger Clause

It is the intent of this section to provide a mechanism that activates the meet and confer meeting requirement as set forth in Article 16.12.1 when specific, pre-defined conditions are met. The following will be considered triggers to meet and confer meeting process on growth impacts:

1. Call Volume: An increase of 25% or greater in annual call volume over a rolling two-year average.
2. New Facilities: The opening of a new fire station or substation within the District.
3. Apparatus Expansion: The addition of a staffed engine, ladder, rescue or ambulance into service.

Upon the occurrence of a trigger event, the District and the Local shall meet and confer in

a timely manner to discuss the potential impacts of the growth trigger on the District and personnel. The goal of this provision is to ensure timely and collaborative adjustments between the parties, in particular input from the Union to the District, in response to material changes that may impact the District and the members of the Local.

ARTICLE XVII
SPECIALIZED DIVISIONS

17.1 TECHNICIAN PAY

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

17.1.1 All certified paramedics shall receive a \$1000.00 stipend annually.

17.1.2 The district shall not be responsible for the recertification of Paramedic licensure and shall not bear any expense in obtaining a Paramedic certification.

ARTICLE XVIII
GRIEVANCE PROCEDURES

18.1 DEFINITIONS

18.1.1 **Grievance:** A grievance shall mean a complaint by a Firefighter, Firefighters, the Union, or the District that there has been a violation, a misinterpretation, or inequitable application of any of the provisions of the Agreement between the District and the Union. The term grievance shall not apply to: (1) any discipline or charges against a member for violation of rules and regulations of the District; (2) any matter as to which the Board is without authority to act; (3) any matter where the method of review is prescribed by law. An aggrieved person is a Firefighter(s) asserting a grievance. The Union may assert a grievance, which, in its judgment, affects a group of Firefighters.

18.1.2 **Grievant:** The term "grievant" shall mean a Firefighter who has filed a written Grievance bearing the Firefighter's signature. Where a Grievance affects a group of Firefighters and the Union has asserted the Grievance on behalf of all affected Firefighters, the Grievant shall be the Union and not the individual Firefighters.

18.2 PURPOSE

Nothing herein contained will be construed as limiting the right of any Firefighter having a grievance to discuss the matter informally with any appropriate member of the supervisory staff and having the grievance adjusted, provided the adjustment is consistent with the terms of the Agreement and provided the Firefighter follows the chain of command. Good morale is maintained, as issues or challenges arise, by sincere efforts of all persons concerned, to work toward constructive solutions in an atmosphere of courtesy and cooperation. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise. The Union shall have the opportunity to be present and to state its views at any level in the grievance procedure beyond Step 1.

18.3 RIGHTS OF FIREFIGHTERS TO REPRESENTATION

- 18.3.1 No Discrimination. There shall be no discrimination against any Firefighter, Union representative, or other participant in the Grievance process based upon participation in the Grievance process.
- 18.3.2 Representation by Union. A Grievant may be represented by the Union at any stage of the Grievance process and additionally may seek the assistance of the Union in the preparation and presentation of the Grievance.

18.4 FORM OF FORMAL GRIEVANCE

Any formal Grievance must be in writing and contain the required information as set forth below. Neither the District nor the Union is required to act upon Grievance that does not contain all of the required information as set forth below:

- 18.4.1 The date the dispute or event(s) giving rise to the grievance;
- 18.4.2 A statement of any efforts to resolve the dispute through the chain of command;
- 18.4.3 The name of the Grievant(s);
- 18.4.4 A description of the dispute or event(s) giving rise to the Grievance, including, but not limited to a description of how, when, and where it arose; the parties involved; and its present status;
- 18.4.5 All documentary evidence in support of the Grievance;
- 18.4.6 A statement with a description of the specific provision(s) of this Agreement that has been allegedly violated, misinterpreted, or inequitably applied;
- 18.4.7 A proposal for how the Grievant believes the dispute should be resolved;
- 18.4.8 The date of the Grievance, and;
- 18.4.9 The signature of the Union President or designee and the signature of the Grievant. If the Grievance is on behalf of a class of Firefighters, the signature of the Union President or designee and only one member of the class will be required.

18.5 PROCEDURE

No grievance shall be recognized unless it shall have been presented at the appropriate level within fourteen (14) calendar days after the aggrieved person knew, or should have known, the act or condition on which the grievance was based. The time limits specified in these procedures may be extended by mutual agreement of the involved parties. In any event, the Firefighter shall perform his/her assigned task and aggrieve his/her complaint later.

- 18.5.1 Step 1. **Request for Grievance with the Union: The aggrieved Firefighter shall notify a Union representative as to the particulars of the complaint (informal).** An earnest effort should be made to resolve said differences by a meeting between the Firefighter(s), the Union, and the Chief or his/her designee. If the matter is not resolved at Step 1 the Firefighter or his/her representative may proceed to Step 2. However, failure to proceed to Step 2 shall constitute affirmation by the Firefighter to the fact that the matter was settled at Step 1.

18.5.2 Step 2. Request for Grievance with the Union: If such grievance is not resolved within **two (7) calendar days thereafter, the Firefighter(s) shall present his/her grievance to the Executive Board of the Union in writing within two (2) calendar days.** The Executive Board of the Union shall then discuss the grievance in accordance with the Constitution and Bylaws of the Union and handle all grievances so presented to them within five (5) calendar days, and report their action to the subsequent meeting of the Union.

18.5.3 Step 3. Filing Formal Grievance with Fire Chief: In the event the Executive Board decides that the grievance is justified it shall notify the Chief of its decision in writing with a request to meet for the purpose of resolving said grievance within **two (2) calendar days.** The Chief shall sign and date the formal Grievance to acknowledge its receipt. Said meeting shall take place within seven (7) calendar days of receipt by the Chief of the written request of the Executive Board and an earnest effort will be made to resolve said grievance. The Union and District may mutually agree in writing to extend the seven (7) day time limit. The Chief shall, thereafter, render his decision in writing within five (5) days of said meeting. If the matter is not resolved at Step 3, the Firefighter or his/her representative may proceed to Step 4. However, failure to proceed to Step 4 shall constitute affirmation by the Firefighter to the fact that the matter was settled at Step 3.

18.5.4 Step 4. Appeal to the Board of Directors. In the event the Union does not accept the decision of the Chief, then it shall request, in writing, to the Board of Directors for a hearing not less than **twenty (20), nor more than thirty (30) calendar days following receipt of said written notice.** The board of directors shall schedule a hearing and give notice of the date, time and place thereof to the Firefighter, the Union and the Fire Chief. Such hearings shall be conducted in accordance with the District's rules and regulations and each party shall be given the opportunity to present the facts and their respective positions concerning the grievance. The board of directors shall render, within the ten (10) days following this hearing, a final decision on the issue. If the matter is not resolved at Step 4, the Firefighter or his/her representative may proceed to Step 5. However, failure to proceed within seven (7) days after the completion of Step 4 shall constitute affirmation by the Firefighter to the fact that the matter was settled at Step 4.

18.5.5 Time Limits. With the sole exception of the provisions of 18.7.6, a decision on the grievance shall be rendered within the time limit set forth or the grievance shall be deemed favorable to the grievant. Failure at any step of this procedure to appeal a grievance to the next step within the time limits shall be deemed to be acceptance of the decision rendered at that step. The time limits specified in these procedures may be extended by mutual agreement of the involved parties prior to the expiration of the time limits.

18.5.6 Request for Arbitration. Should the decision of the Board of Directors be unsatisfactory to the Union, then it shall submit the grievance to arbitration in accordance with the Colorado Uniform Arbitration Act.

18.5.7 Selection of an Arbitrator In the event the parties are unable to agree upon an arbitrator within ten (10) working days from the date the Union demanded arbitration, they shall request a panel of seven (7) from the Federal Mediation and Conciliation service and select from the panel one person to serve as arbitrator by alternatively striking names from the list until one remains. The remaining name shall be the name of the arbitrator.

18.5.8 Arbitration Meetings. The arbitrator will have authority to hold hearings and make procedural rules therefore. All arbitration meetings shall be in closed sessions and no news releases shall be made concerning subjects of the arbitration. The arbitrator will issue a report within a reasonable time after the date of the hearing or, if all hearings have been waived, then from the date of the final statements and evidence are submitted to him/her. The arbitration shall be held and completed within ninety (90) days from the selection of the arbitrator. The arbitrator's report shall be given within thirty (30) days after the final hearing date, unless otherwise mutually agreed to by the parties to this Agreement. The arbitrator's report shall be submitted in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator's decision shall be final and binding on the parties. No arbitrator shall have the authority to alter or amend, add to or delete from the Agreement or any of its provisions. The cost for the service of the arbitrator, including per diem expenses, plus actual and necessary travel and subsisted expenses, if any, shall be borne by both parties equally. It is understood that time frames relative to arbitration are subject to the schedule of the Arbitrator and both parties agree to accommodate as necessary.

18.5.9 Miscellaneous Grievance Provisions

18.5.9.1 Firefighter Coverage. Firefighters shall suffer no loss of pay for reasonable time necessarily lost from their regularly scheduled working hours while investigating and processing grievances as provided for in the grievance procedures. It is expressly understood that in no event shall a Firefighter representative leave his work for grievance purposes without first notifying and obtaining approval of his/her immediate supervisor. When it is necessary for a Firefighter to attend a grievance meeting or hearing during a regularly scheduled shift, the Fire Chief shall notify the Union and the Firefighter and the Firefighter shall be released from duty without loss of pay for such time as their attendance is required at such meeting or hearing.

18.5.9.2 Sharing of Information. The District agrees to make available to the aggrieved person and his/her representative, all pertinent information in its possession or control and which is relevant to the issues raised by the grievance.

18.5.9.3 Non-Grievable Matters. Matters not covered by this Agreement shall not be subject to the grievance provisions of the Agreement.

ARTICLE XIX
ARBITRATION PROCEDURES FOLLOWING GRIEVANCES

19.1 PROCEDURES

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

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

ARTICLE XX LEGAL PROCEEDING

20.1 LEGAL PROCEEDING

The Union expressly herein agrees that it will not institute or participate in, except as a co-defendant or a co-plaintiff with the District, 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 District in defending, as a party defendant, the provisions and language of this Article. The District and the Union will pay their own defense costs in such a litigation.

20.2 WAIVER OF BREACH

The waiver by any party to this Agreement of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

20.3 NO THIRD PARTY BENEFICIARIES

None of the terms, conditions, or covenants set forth in this Agreement shall give or allow any claim, benefit, or right of action by any third person not a party to this Agreement. Any person other than the parties to this Agreement who or which receive services or benefits under this Agreement shall be only an incidental beneficiary.

ARTICLE XXI
PERSONNEL REDUCTION

21.1 PERSONNEL REDUCTION

- 21.1.1 The District shall notify the Union of the need to reduce the number of Firefighters who are on payroll within the bargaining unit at least 90 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 unit or units, if any, which are to be disbanded. Immediately after issuing the notice, the Employer shall give the Union a reasonable period of time, of no less than 30 days, within which it shall meet and confer with the Union to discuss such action. The Employer shall respond to any proposals which the Union may make in response to the subject matter of notice.
- 21.1.2 Each Firefighter who is to be reduced in rank or laid off as a consequence of a reduction in force or the disbandment of any unit shall be given written notice, at least 30 days before such action is to occur; of the date, the purpose and nature of the action that is to be taken with regard to him or her. The notice shall state the reasons for the action, and any rights which the Firefighter may have with regard to his or her employment. A copy of the notice also shall be timely delivered to the Union.
- 21.1.3 All reductions in force shall be established by seniority in the Department. Departmental seniority shall be established from the date that the Firefighter was hired into the Fire Department as a full-time Firefighter. Seniority in rank or classification shall be established from the date that the Firefighter was promoted into the rank or classification which he or she currently occupies.
- 21.1.4 In the event of a tie in seniority, the tie shall be broken on the score they received during the testing process.
- 21.1.5 There shall be no preference granted for subjective evaluation of performance, skill or ability when determining who to reduce from rank to rank, or who to lay off.
- 21.1.6 For purposes of determining either seniority in rank or departmental seniority, the following additional rules also shall apply for layoffs and reductions in rank within the Fire Department. First, should an Firefighter who formerly was employed by the Fire Department return to the service of the Department after a break in service due to an injury or illness causing disability, all time which intervened shall be counted in the Firefighter's favor as if the Firefighter lost no time away from work. Second, should a Firefighter return to the Department after having resigned from service or voluntarily transferred from Fire Department service, his or her seniority shall begin anew.
- 21.1.7 In the event a reduction in force is necessary, the reduction shall proceed in the following order: Firefighters shall be laid off in reverse order of departmental seniority; the most junior Firefighters within the Department shall be laid off first, without regard to rank or classification.

- 21.1.8 In the event that a reduction in force results in the need for a redistribution of Firefighters from superior ranks to lesser ranks, such reductions in ranks shall be accomplished by reducing in rank those Firefighters with the least tenure in the affected rank counting from the Firefighter's date of promotion.
- 21.1.9 A Firefighter who is laid off shall be paid for all accrued but unused leave time.
- 21.1.10 All Firefighters who are reduced in rank or laid off shall not suffer any loss in benefit or entitlement accrued prior to the date of the action, e.g., holidays, vacation, personal leave, pension, and overtime, earned, accumulated and unused at the time of reduction in rank or layoff.
- 21.1.11 If possible, each junior Firefighter who is bumped out of rank or classification shall, in turn, be reduced only one rank, to the rank or the classification immediately junior. This shall not pertain to layoffs, which shall be consistent with Departmental seniority rights.
- 21.1.12 Any Firefighter who is reduced in rank and involuntarily transferred into a new unit shall be entitled to acting compensation. Any Firefighter who at first received acting certification in rank and then was promoted, upon return to that rank or classification after demotion, shall retain his or her original acting certification and approval date, and shall enjoy the right to exercise the same.
- 21.1.13 If the current salary is the same as or greater than the maximum of the lower grade, the Firefighter shall receive the maximum salary for the lower grade. If the current salary is less than the maximum of the lower grade, the Firefighter shall receive the closest salary rate of the lower grade.
- 21.1.14 The district shall prepare and maintain a list, known as a "Reemployment List", of all persons who are reduced in rank or laid off, by rank or classification. In the event that vacancies occur within the Department while persons remain on the Reemployment List, the order of recall shall be determined by reference to the Reemployment List. The Reemployment List(s) shall remain in effect for 36 months after the date of a layoff (unless extended by the Department of Personnel) and shall be used to offer employment opportunities that may become available by seniority to all persons who have been reduced or laid off, before any Firefighters are promoted from one rank to another or any persons are hired or transferred. No person may be hired, while any person in that rank or classification remains in a reduced rank or on the Reemployment List. Any persons who were bumped more than one rank would be first eligible for return to the next higher rank before such position is filled by Firefighters demoted only one rank. Firefighters shall be placed in the pay grade of their former rank, restored to the level of total annual compensation that they would currently receive had they not been reduced in rank or placed on the Reemployment List. The Firefighter shall receive no credit for longevity while on layoff.
- 21.1.15 Notice of recall to the Firefighter's former position shall be given to the Firefighter in writing at his or her last known post office address, it being the Firefighter's obligation to notify the district of any change in address while laid off, or reduced in rank. The notice

shall be by certified mail, return receipt requested. The Firefighter shall be given 15 days to accept an offer of reinstatement, in which case written acceptance shall be sufficient if filed in any form with the district.

- 21.1.16 Any Firefighter who is reduced in rank, pursuant to this Article, and is on a promotional list when demoted shall remain on the list and remain eligible for promotion until the list expires, subject to the recall or reinstatement rights of any laid off or demoted Firefighter, under the terms of this Article.
- 21.1.17 The provisions of this Article shall govern to determine the rights of any Firefighter who is demoted or laid off on or after January 1, 2025.

Tentative Agreement

This Tentative Agreement (TA) represents the full and complete understanding reached between the parties listed below on the matters contained herein. This agreement is subject to ratification by the Union Local 5389 membership and approval by the WFPD Board of Directors.

FOR THE DISTRICT

Rick Bollinger, President

FOR THE UNION LOCAL 5389

Nick Schneeberger, President

October __, 2025