

Station 16
8130 3rd Street
Wellington, CO 80549



Station 17
108 E County Road 66
Fort Collins, CO 80524

Wellington Fire Protection District REGULAR BOARD MEETING AGENDA

The **Regular Board Meeting** of the Wellington Fire Protection District will be called to order at **5:00 pm** on **January 15th, 2025**. The meeting will be held at **Station 1** located at 8130 3rd St, Wellington, CO 80549. Please contact our administrative office for any attendance accommodations. **Zoom Meeting information is listed below.**

Pledge of Allegiance

Roll Call

Additions/Deletions to the Agenda

Conflicts of Interest

Correspondence

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.

Employee Recognition

Guests or Presentations

Consent Agenda

- Regular Board Meeting Minutes for December 11th 2024
- Special Board Meeting Minutes for December 4th 2024

Chief's Report

Employee Report

Committee Reports

District Business:

1. **Monthly Financial Report (December 2024)**
2. **Election Resolution**
3. **Discussion and Consideration for Approval of Collective Bargaining Agreement with IAFF Local 5389**
4. **Discussion- Resolution for Public Transparency**

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Wellington Fire Protection District

Other

Calendar Items:

Next Board Meeting –Regular Board Meeting – February 19th 2025, Station 1 @ 5:00 PM

Adjournment:

Wellington Fire Protection District Zoom Meeting information

Join Zoom Meeting

<https://us02web.zoom.us/j/7848079463>

Meeting ID: 784 807 9463

+ 17209289299,,7848079463# US (Denver)



Wellington Fire Protection District REGULAR BOARD MEETING AGENDA

The **Regular Board Meeting** of the Wellington Fire Protection District was called to order Directly after the Pension Board meeting which started at **5:00 pm** on **December 11th, 2024**. The meeting was held at **Station 1** located at 8130 3rd St, Wellington, CO 80549.

Pledge of Allegiance

Roll Call - Bollinger, Gaiter, Hunter, Lopez, Standing

Additions/Deletions to the Agenda

Conflicts of Interest

Correspondence - Various letters against completing a CBA. Various questions posed to the board regarding a CBA. Letter of gratitude for the work the Firefighters, Chief, and District administrator do.

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.

Employee Recognition

Guests or Presentations

Consent Agenda

- Regular Board Meeting Minutes for November 20th 2024 - M/S Gaiter/Standing - Accept, Unanimously passed

Chief's Report

District Business:

1. **Monthly Financial Report (Oct & Nov) - No Action taken**
2. **Budget discussion and Resolutions** - M/S Gaiter/Standing Accept 2025 Budget, Unanimous. M/S Gaiter/Standing accept resolution 2025-02 regarding Mill Levy, Unanimous.
3. **Volunteer pension additional check** - M/S Standing/Lopez Increase Pension contribution, Unanimous.
4. **WFPD CBA Presentation** - Moved to Guests or Presentations
5. **Executive Session** - 24-6-402 (4)(e)(I), C.R.S. Determining positions relative to matters that may be subject to negotiation, developing strategy for negotiations, and instructing negotiators regarding the proposed agreement with the local union. M/S Gaiter/Standing, Unanimous.

Station 16
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Wellington, CO 80549



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Wellington Fire Protection District

Other

Calendar Items:

Next Board Meeting –Regular Board Meeting – January 15th 2025, Station 1 @ 5:00 PM

Adjournment:

Wellington Fire Protection District Zoom Meeting information

Join Zoom Meeting

<https://us02web.zoom.us/j/7848079463>

Meeting ID: 784 807 9463

+ 17209289299,,7848079463# US (Denver)



Wellington Fire Protection District

SPECIAL BOARD MEETING AGENDA

A **Special Board Meeting** of the Wellington Fire Protection District was held on **December 4th, 2024**. The meeting was held at **Station 1** located at 8130 3rd St, Wellington, CO 80549 at **5PM**.

Pledge of Allegiance

Roll Call : Bollinger, Gaiter, Lopez, Standing

Additions/Deletions to the Agenda M/S Lopez/Standing Read correspondence, Unanimous

Correspondence - Various letter of opinions on CBA

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. - **Various comments regarding the CBA.**

District Business

M/S Gaiter/Standing - Recess, Unanimous - 17:22

Return from Recess 17:25

1. Discussion of budget implications of Union Contract - **No action taken**
2. Discussion and possible action of Union Contract - **M/S Hunter/Bollinger Motion in favor of contract. - Hunter, Bollinger, Aye, Gaiter Lopez, Standing against. Motion failed.**
3. Executive Session pursuant to Sec. 24-6-402(4)(e)(I), C.R.S., for purposes of discussing matters that are subject to negotiations, forming strategy for negotiations, and instructing negotiators regarding the proposed agreement with the local Union - **M/S Gaiter/Lopez - Bollinger, Gaiter, Lopez, Standing for and Hunter against. Passes.**

Other

Adjournment: M/S

Points regarding Wellington Fire Protection Board's negotiations with the International Association of Firefighters Wellington Fighters Local 5389

1. The union is advocating for an agreement which leaves the WFPB with no way to effectively change the agreement to the benefit of the district taxpayers.
2. The lawyer hired by the WFPB has argued to NOT sign an agreement which prevents the autonomy of the board, yet it appears this is exactly what the board is leaning toward.
3. There have been several current board members who have suggested that I should run for the board, if this board votes away their autonomy, why would anyone run for the board? Their hands would be tied to make any positive changes which benefit the district taxpayers. The union would essentially run the Wellington Fire Department, why even have a board?
4. If this agreement is passed without an autonomy clause, the only way I could envision a future board making a contract change would be to hold the firefighter's salaries hostage until the union agreed to a change. The current agreement, without an autonomy clause, leaves no other option and this is not "fair" to the firefighter.
5. These union negotiations have been going on since September of 2023, with board members, union representatives and lawyers. How much taxpayer funds have already been spent on the time for union rep salaries and lawyer's fees, not to mention all the unpaid time the board members have contributed?
6. Instead of spending money on lawyers negotiating the union agreement, especially if the board is going to ignore the lawyer's opinion, maybe that money should have been spent on trying to recoup the money which was wasted by previous chief's excessive spending.
7. We have been told that the board is the "representative" of the taxpayer, yet only two of the board members have been participating in the union negotiations. How is this partial board participation in negotiations an adequate representation of the taxpayer?
8. As it currently stands, Wellington handles about 1200 calls per year. I would contend that Wellington firefighters are getting paid a full-time salary and benefits for a part time job. Let me explain.
9. Let's begin with the Wellington Fire Department workload - in their own words they are on track to have 1200 calls this year. $1200/365 = 3.3$ average calls per 24-hour period.
10. Not all calls are equal – House fires, medical and false alarms if we estimate that an average call is 2 hours long $2 \times 3.3 = 6.6$ hours at a call per 24 hr day of actively working a call.
11. If the average firefighter works 24 on and 48 off, he works 5 days in a two-week period. $5 \times 24 = 120$ hours. $6.6 \text{ call hrs} \times 5 = 33$ average call hrs in two-week cycle. Leaving 87 hrs for maintenance, training, eating and sleeping in a two-week cycle.
12. At an average of 25 dollars/hr. $80 \text{ hrs} \times 25 = 2,000$ straight time and $40 \times 1.5 \text{ time and a half} \times 25 = 1,500 + 2,000 = 3,500$ per pay period.
13. $3,500/33 \text{ call hrs} = \106 per call hour. $3,500 \times 26 \text{ pay periods} = \$91,000$ per year.
14. Wellington fire department salaries are on par with Eaton and Estes Park yet Eaton handles more than twice as many calls and Estes Park 1.5 times as many.
15. Shane, the union rep, told me he works three jobs. If Shane works three jobs, then he cannot come to his firefighter position fully rested and ready to perform at top notch capacity, can he?
16. Maybe if the Wellington firefighters are worried about their job security and feel it necessary to unionize, we should require those union firefighters to have no other job, so they are fully refreshed and ready to perform at maximum efficiency for us, the taxpayer; you know, the ones paying for their salaries and benefits.

17. There are fire fighters on waiting lists at every fire department in northern Colorado. This is because firefighters are adequately paid, have great benefits and can supplement their income by taking other jobs during their off days.
18. Since we are paying these salaries and benefits shouldn't we demand a well-rested, fully functional firefighter ready to do the work they are being paid for instead of one who has been working two additional jobs?
19. If the conditions at the Wellington Fire Department are so egregious that a union agreement with no autonomy clause for the board is included, maybe those who are so aggrieved should go to a union department since this is still a right to work state.
20. As part of an international union, the local can and/or has been provided outside/dark money to lobby for specific board members and/or bargaining items. With this outside money, how long before all the board members will be beholden or at least sympathetic to the union and to hell with the taxpayer and any of their "representation"?
21. By signing onto the current agreement in its present form, this board will handcuff any subsequent board to negotiate on behalf of the taxpayer.
22. Any of the conditions of employment being negotiated between the union and two board members can be instituted directly between the individual firefighter and the board without the intrusion and additional costs of the union.
23. The unionization of public employees is inherently wrong. The public employee works for the taxpayer not a union. The public employee receives a defined benefit unlike the taxpayer who must save for his own retirement. Becoming a public employee is a choice not a requirement.
24. We were told that unionization will not cost any more for the taxpayer. Yet, a lawyer needed to be hired to "negotiate" a union agreement, the lawyer is certainly not free. This demonstrates just one of the "union" lies. Unionization is an expense to the taxpayer regardless of what we are being told.
25. Wellington boards seem to have a propensity to get involved in "agreements" which work against the benefits of the citizen and for other entities. Did this Wellington board learn anything from the Boxelder IGA agreement? One which benefits Timnath and others downstream at the expense of the Wellington citizen.
26. The Wellington Fire Protection Board is in this current situation because of a corrupt fire chief who overspent on 3 battalion chiefs and 3 administrative assistants along with an inept board who allowed him to do that. The question is: will this board be as inept and allow for the added costs of unionization while hand cuffing any future board or will they have the foresight to recognize the pitfalls and vote to contain the union?
27. The board is supposed to "represent" the taxpayer not the union, without an autonomy clause there is no representation of the taxpayer.
28. The final question; To the Wellington Fire Protection Board, What will your legacy be?

Thomas A. Niichel
Colonel USAF (ret)
Citizen and Taxpayer in WFPD



MONTHLY SERVICE ACTIVITY



Month December 2024

TOTAL INCIDENT ACTIVITY: **111** YTD: 1241

Fire and Other Services: **30** YTD: 431 **EMS Responses:** **63** YTD: 716

Motor Vehicle Accidents: **8** YTD: 94

GREEN = Increase from prev. month

RED = Decrease “ “ “

Incidents of note:

12/4/24 3914 Roosevelt Ave., Building Fire Engines 16 , 17 and Chief were dispatched for a reported building fire. Units arrived on scene to find the side of a detached garage on fire. Units quickly deployed hose lines and knocked the fire down. Interior search and thermal imaging of the area revealed no extension into the garage itself. The cause of the fire was ruled accidental.

12/10/2024 5800 Pawnee Ct., Animal Rescue Engines 16, 17 and Chief were dispatched to assist with an animal in distress. Units arrived to find a 2000 lb. Clydesdale horse on its side and unable to stand. Ranchers were not sure how long the animal was down. Veterinarian on scene advised that if the animal wasn't standing soon, it would have to be euthanized. Specialized units from Poudre Fire Authority and a neighbor with a loader worked quickly with WFPD personnel to lift the animal to a standing position. It was then transported by the rancher to CSU for follow up veterinary care.

ELECTION RESOLUTION FOR 2025 REGULAR DISTRICT ELECTION

**WELLINGTON FIRE PROTECTION DISTRICT
RESOLUTION NO. 2025-02**

§32-1-804, §1-13.5, C.R.S.

WHEREAS, the terms of office of Directors Jane Lopez, Christine Gaiter, and Sara Standing shall expire after their successors are elected at the regular special District election to be held on May 6, 2025, (“Election”) and take office; and

WHEREAS, in accordance with the provisions of the Special District Act (“Act”) and the Colorado Local Government Election Code (“Code”), the Election must be conducted to elect three Directors to serve for a term of four (4) years.

NOW, THEREFORE, be it resolved by the Board of Directors of the Wellington Fire Protection District in the County of Larimer, State of Colorado that:

1. The regular election of the eligible electors of the District shall be held on May 6, 2025, between the hours of 7:00 A.M. and 7:00 P.M. pursuant to and in accordance with the Act, Code, and other applicable laws. At the time, three Directors will be elected to serve a four-year term.

2. There shall be one polling place(s) at the following location:

8130 Third Street, Wellington, CO 80549

situated in the County of Larimer, State of Colorado. The polling place located at 8130 Third Street, Wellington, CO 80549 shall also be the polling place for disabled electors and for eligible electors not residing within the District. If the Designated Election Official deems it to be more expedient for the convenience of the eligible electors of the District (who are also eligible electors in other special districts with overlapping boundaries which are conducting elections on the Election day), the Election may be held jointly with such special districts in accordance with coordinated election procedures as set forth in an agreement between all participating special districts. In such event, the election precincts and polling places shall be as set forth in such agreement. The Designated Election Official is authorized to execute such agreement on behalf of the District, which agreement shall include provisions for the allocation of responsibilities for the conduct and reasonable sharing of costs of the coordinated Election

3. Applications for absentee ballots may be filed with the Designated Election Official at the address indicated on the Call for Nominations, no later than the close of business on the Tuesday immediately preceding the election day (April 29, 2025).

4. The Designated Election Officials of local governments with overlapping boundaries that hold elections the same day by polling place must meet, confer, and thereafter, if practical, hold such elections in a manner that permits an elector in the

overlapping area to vote in all of such elections at one polling place. If applicable, Designated Election Official is authorized to enter into an intergovernmental agreement with such local governments on behalf of the District concerning the election procedures and any cost sharing associated with coordinating the use of one polling place.

5. The Board of Directors hereby designate Chris Sheafor as the Designated Election Official of the District, who is hereby authorized and directed to proceed with any action necessary or appropriate to effectuate the provisions of this Resolution and the Act, Code, or other applicable laws. The Election shall be conducted in accordance with the Act, Code, and other applicable laws. Among other matters, the Designated Election Official shall publish the call for nominations, appoint election judges as necessary, appoint the Canvass Board, arrange for the required notices of election, and printing of ballots, and direct that all other appropriate actions be accomplished.

6. Self-Nomination and Acceptance forms are available at the Designated Election Official's office located at the above address. All candidates must file a Self-Nomination and Acceptance form with the Designated Election Official no earlier than January 1, 2025, nor later than the close of business (time: 5:00 p.m.) on Friday, February 28, 2025.

7. If the only matter before the electors is the election of Directors of the District and if, at the close of business on March 4, 2025, there are not more candidates than offices to be filled at the Election, including candidates timely filing affidavits of intent no later than March 3, 2025, the Designated Election Official shall cancel the Election and declare the candidates elected. Notice of such cancellation shall be published and posted in accordance with the Code. The Notice and this resolution, signed by the Board Chair, shall be filed with the Division of Local Government.

8. If any part or provision of this Resolution is adjudged to be unenforceable or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Resolution, it being the Board's intention that the various provisions hereof are severable.

9. Any and all actions previously taken by the Designated Election Official or the Secretary of the Board of Directors or any other persons acting on their behalf pursuant to the Act, the Code or other applicable laws, are hereby ratified and confirmed.

10. All acts, orders, and resolutions, or parts thereof, of the Board which are inconsistent or in conflict with this Resolution are hereby repealed to the extent only of such inconsistency or conflict.

11. The provisions of this Resolution shall take effect immediately.

ADOPTED AND APPROVED this ____ day of _____, 2025.

WELLINGTON FIRE PROTECTION DISTRICT

By _____

Chairman

ATTEST:

By _____
Secretary

COLLECTIVE BARGAINING AGREEMENT

(Tentative Agreement) between

WELLINGTON FIRE PROTECTION DISTRICT

and

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS WELLINGTON

FIREFIGHTERS

LOCAL 5389

January 1, 2025 through December 31, 2025

INDEX

PREAMBLE

GENERAL

ARTICLE I- DEFINITIONS

- 1.1 Board
- 1.2 District
- 1.3 Fire Chief
- 1.4 Firefighter
- 1.5 Probationary Firefighter
- 1.6 Union

ARTICLE II- RECOGNITION

- 2.1 Recognition
- 2.2 Freedom of Association
- 2.3 Representative and Negotiation Guidelines

ARTICLE III- TERMS

- 3.1 Term and Renewal
- 3.2 Budget Increase Limitations
- 3.3 Union Negotiators

ARTICLE IV- WORK SCHEDULES

- 4.1 Work Hours
- 4.2 Holidays for Daytime Firefighters
- 4.3 Holidays for Shift Firefighters
- 4.4 Holiday Definitions
- 4.5 Emergency Recall
- 4.6 Authorized Holdover
- 4.7 Authorized Call Back (For Minimum Staffing)
- 4.8 Use of Compensatory Time
- 4.9 Trading Time

ARTICLE V- COMPENSATION

- 5.1 Salaries
- 5.2 Longevity Pay
- 5.3 Acting Positions

ARTICLE VI- VACATION

- 6.1 Vacation
- 6.2 Use of Vacation

ARTICLE VII- SICK LEAVE/PTO

- 7.1 Sick Leave/PTO
- 7.2 Light Duty Requirement

ARTICLE VIII- MILITARY LEAVE

- 8.1 Military Leave

ARTICLE IX- PERSONAL DAYS

- 9.1 Personal Days

ARTICLE X- CLOTHING

- 10.1 Uniform Allowance

ARTICLE XI- INSURANCE

- 11.1 Health Care Benefit
- 11.2 Life Insurance

ARTICLE XII- RETIREMENT

- 12.1 Pension Fund
- 12.2 Death and Disability Contribution
- 12.3 Post Employment Health Plan (PEHP)

ARTICLE XIII- RULES AND REGULATIONS

- 13.1 Applicability of Rules and Regulations

ARTICLE XIV- MANAGEMENT OF DISTRICT

- 14.1 Reservation of Management Rights
- 14.2 Exclusive Management Rights

ARTICLE XV- STRIKES AND LOCKOUTS

- 15.1 No Lockout
- 15.2 No Strike

ARTICLE XVI- UNION BUSINESS

- 16.1 Dues Check Off
- 16.2 Indemnification
- 16.3 Union Leave

ARTICLE XVII- GENERAL MATTERS

- 17.1 Amendments
- 17.2 Governing Law
- 17.3 Severability
- 17.4 Schooling or Special Education
- 17.5 Separated Firefighters
- 17.6 Terminated Firefighters
- 17.7 Beneficiary of Estate
- 17.8 Bereavement Leave
- 17.9 Emergency Leave
- 17.10 Staffing
- 17.11 Express Waiver

ARTICLE XVIII- SPECIALIZED DIVISIONS

- 18.1 Technician Pay

ARTICLE XIX- GRIEVANCE PROCEDURES

- 19.1 Definition
- 19.2 Purpose
- 19.3 Rights of Firefighter to Representation
- 19.4 Form of Formal Grievance
- 19.5 Procedure

ARTICLE XX- LEGAL PROCEEDINGS

- 20.1 Waiver of Breach
- 20.2 No Third-Party Beneficiaries

ARTICLE XXI- PERSONNEL REDUCTIONS

- 21.1 Personnel Reductions

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 Firefighter 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.

ARTICLE I DEFINITIONS

- 1.1 BOARD.** The term "Board" shall mean the Board of Directors of the District.
- 1.2 DISTRICT.** The term "District" shall mean the Wellington Fire Protection District. It shall include authorized officers, representatives, and agents.
- 1.3 FIRE CHIEF.** The term "Fire Chief" shall mean the Fire Chief of the District.
- 1.4 FIREFIGHTER.** The term "Firefighter" shall mean any full-time 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, volunteer Firefighters, administrative positions, and part-time Firefighter, as well as any Probationary Firefighter as it relates to Article X "Grievance Procedures". Further, "Firefighter" does not include any supervisor who holds the rank of chief officer. (Firefighter in 4.1.2 is in reference to rank).

1.5 PROBATIONARY FIREFIGHTER. The term “Probationary Firefighter” shall mean a Firefighter who is an “at-will”, full-time Firefighter of the District in their first twelve (12) months of employment.

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

ARTICLE II RECOGNITION

2.1 RECOGNITION

The Board recognizes the Union as the exclusive representative of all Firefighters.

2.2 FREEDOM OF ASSOCIATION

Notwithstanding the aforementioned provision, each and every Firefighter 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.

2.3 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 Firefighters within the bargaining unit and allege either that said Firefighters 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 Firefighters 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 Firefighters (those within the bargaining unit) to determine if and by whom the Firefighters wish to be represented. An affirmative vote of at least a majority of all Firefighters eligible to vote shall be conclusive.

ARTICLE III TERMS

3.1 TERM AND RENEWAL

This Agreement shall be effective as of January 1, 2025, and shall remain in full force and effect through December 31, 2025. 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 additional items: each party to select one such item for negotiating a successor agreement.

3.2 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 X, Section 20 of the Colorado Constitution, also known as the Taxpayer Bill of Rights (TABOR), and other state statutes. This Agreement shall be reopened prior to the necessity of laying off any Firefighter when it is shown to the Firefighter representatives that revenue sources are not sufficient to fund its obligations.

3.3 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 IV WORK SCHEDULES

4.1 WORK HOURS

4.1.1 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, in consultation with 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. 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.

4.1.2 Overtime shall be paid at time and one-half of the hourly rates for daytime Firefighters.

4.1.3 Because daytime 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.

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, Holdovers to complete the duty shift, Mandatory training hours, or Approval of the Fire Chief.

4.2 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.

4.3 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 to be paid at the pay period that includes the holiday.

4.4 HOLIDAY DEFINITIONS

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

4.5 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 4.8 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.

4.6 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.

4.7 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 Chief officer or his/her designee.

4.8 USE OF COMPENSATORY TIME

4.8.1 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 District required 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 a Firefighter's time is required by the District.

4.8.2 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.

4.8.3 Upon separation, if a Firefighter has accumulated time, he/she shall be entitled to be paid for the remaining compensatory time at his/her regular hourly rate at the time the compensatory time was earned.

4.8.4 Twenty-four (24) hours of compensatory time per shift will be available for Firefighters use per District policies and procedures.

4.9 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. In no event shall the District incur any expense for trading time.

**ARTICLE V
COMPENSATION**

5.1 SALARIES

5.1.1 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.

5.1.2

Grade	Year	Rank	Hourly Rate	Annually
1	0-1	Probation	\$21.17	\$61,646
2	2	Firefighter	\$22.44	\$65,352
3	3	Firefighter/ DO	\$23.71	\$69,058
4	4	Firefighter/ DO	\$24.99	\$72,764
Top	5	Senior FF	\$26.26	\$76,470

Grade	Year	Rank	Hourly Rate	Annually
DOE		Lateral		
1	0-1	Probation	\$28.56	\$83,166
2	2	Captain	\$29.95	\$87,202
3	3	Captain	\$31.33	\$91,238
4	4	Captain	\$32.72	\$95,274
Top	5	Senior Captain	\$34.10	\$99,310

5.2 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

5.3 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 top of the first hour. The Fire Chief 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 VI
VACATION**

6.1 VACATION

6.1.1 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.

6.1.2

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

Vacation time will be used in the year following the year of service giving rise to its 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 approval of the Fire Chief or his/her designee.

6.1.3 Vacation 6.1.3 Vacation time accrued but unused prior 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.

6.1.4 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.

6.1.5 No Firefighter shall use unaccrued time without prior approval from the Fire Chief. If any unaccrued time is permitted to be used, any new accruals shall be used to bring the Firefighter back to a zero-leave balance. Further, if the Firefighter leaves employment while having a deficient in leave, such leave amount shall be repaid to the District in the Firefighter's last paycheck.

ARTICLE VII SICK LEAVE / PTO

7.1 SICK LEAVE / PTO

7.1.1 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 / PTO usage will be charged on an hour-for-hour basis.

7.1.2 Firefighter's Sick Leave / PTO bank has a max of four hundred (400) hours.

7.1.3 Firefighter's with 20 or more years' service to the District. The District shall pay directly into an Firefighter's PEHP or 457 retirement plan 400 hours of sick leave / PTO from such Firefighter's sick leave / PTO 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 / PTO 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.

7.1.4 Firefighter's with 5 or more years' service to the District. 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 (and less than 20) 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.

7.2 LIGHT DUTY REQUIREMENT

7.2.1 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 **impartial** 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.

7.2.2 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. 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.

7.2.3 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.

7.2.4 When a Firefighter returns to work on light duty, as described above, it shall be with full pay and benefits.

7.2.5 After ten weeks (400 hours) on light duty from an off-duty injury, the Firefighter will forfeit 16 hours of sick leave / PTO from their sick leave / PTO 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.

7.2.6 Scheduling and assignment of light duty Firefighters shall be at the sole discretion of the Fire Chief.

7.2.7 There shall be a light duty policy that outlines the provisions of light duty assignments.

**ARTICLE VIII
MILITARY LEAVE**

8.1 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 XIV
PERSONAL LEAVE DAYS**

9.1 PERSONAL LEAVE

Personal Leave shall be two days (24-hour shifts) off. To accrue these days the Firefighter shall attend two mandatory District staff meetings. These days shall only be used in accordance with District policies and procedures. These days shall not roll over or accumulate for future years. They shall only be used within the calendar year.

**ARTICLE X
CLOTHING**

10.1 UNIFORM ALLOWANCE

10.1.1 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 Fire 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.

10.1.2 The Fire Chief may authorize the replacement of a Firefighter's uniform damaged in the line of duty.

10.1.3 All Uniformed Personnel shall have a Class A Uniform provided to them at the district's expense at their 1-year anniversary.

ARTICLE XI INSURANCE

11.1 HEALTH CARE BENEFIT

11.1.1 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 an eligible Firefighter enrolled in an employee-only plan, and 50% of the premium cost of an eligible Firefighter enrolled in a dependent plan. The eligible Firefighters enrolled in a dependent plan agree to pay the remaining 50% of the total premium.

11.1.2 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.

11.1.3 Any new applicable federal legislation, which becomes effective during the term of this contract, may require renegotiation of this section.

11.2 LIFE INSURANCE

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 XII RETIREMENT

12.1 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.

12.2 DEATH AND DISABILITY CONTRIBUTION

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).

12.3 POST EMPLOYMENT HEALTH PLAN (PEHP)

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

ARTICLE XIII RULES AND REGULATIONS

13.1 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; however, if they are, the terms of the Agreement shall control. 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 XIV
MANAGEMENT OF DISTRICT**

14.1 RESERVATION OF 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 Firefighters 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.

14.2 EXCLUSIVE MANAGEMENT RIGHTS

14.2.1 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;

14.2.2 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;

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

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

14.2.5 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;

14.2.6 To direct the work of all Firefighters, and determine the duties of a position;

14.2.7 To hire, promote, demote, classify, evaluate, and retain Firefighters in positions with the District; To determine the size, composition, and makeup and distribution of the workforce, including staffing levels;

14.2.8 To demote, suspend, discharge or otherwise discipline Firefighters for cause;

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

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

14.2.11 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,

14.2.12 To determine whether to merge with any other fire district or municipality.

14.3 AUTHORITY OF THE 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 XV STRIKES AND LOCKOUTS

15.1 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.

15.2 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 always act affirmatively to ensure the continuation and promotion of the public's health, safety, and welfare. Such an 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 XVI
UNION BUSINESS**

16.1 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 in writing. 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.

16.2 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.

16.3 UNION LEAVE

The Union shall be entitled to leave with pay for official Union business and conventions provided 96 hours of notice is provided to the Fire Chief. The leave will be limited to a total of nine (9) - 24 (twenty-four) hour shifts per year.

16.3.1 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 XVII GENERAL MATTERS

17.1 AMENDMENTS

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

17.2 GOVERNING LAW

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

17.3 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.

17.4 SCHOOLING OR SPECIAL EDUCATION

17.4.1 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.

17.4.2 The District may pay tuition, books, fees, and pre-approved related expenses for post-secondary, accredited education, which is work-related, but not job required, subject to the requirements as set forth in Sections 17.4.2 and 17.4.3. 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 a 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 in writing for reimbursement. Reimbursement is contingent on a passing grade of a C or better or certificate of completion. A Firefighter receiving compensation under the provisions of this article must

remain in employment with the District for a period of 24 months from the date receiving the compensation or will be required to repay the District upon separation. The repayment shall be pro-rated in completed 1-month increments.

17.4.3 The Fire Chief retains the discretion to pay or not to pay for work-related but not job required education.

17.5 SEPARATED FIREFIGHTER

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

17.5.2 Prior to a separated Firefighter's final pay, an audit will be performed of owed Trade 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.

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

17.6 TERMINATED FIREFIGHTER

Firefighters terminated for cause shall not be compensated for any accrued and unused vacation time.

17.7 BENEFICIARY OF ESTATE

17.7.1 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.

17.7.2 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.

17.8 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 /PTO, 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 Fire Chiefs discretion.

17.9 EMERGENCY LEAVE

Emergency leave may be granted by the Fire 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.

17.10 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 Wellington 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.

17.11 EXPRESS WAIVER

The Parties agree to expressly waive the provisions of the Healthy Families Workplace Act because the leave provided in this Agreement is greater than required.

ARTICLE XVIII SPECIALIZED DIVISIONS

18.1 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.

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

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

ARTICLE XIX GRIEVANCE PROCEDURES

19.1 DEFINITIONS

19.1.1 Grievance: A grievance shall mean a complaint by a Firefighter, Firefighters, or the Union 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.

19.1.2 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.

19.2 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.

19.3 RIGHTS OF FIREFIGHTERS TO REPRESENTATION

19.3.1 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.

19.3.2 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.

19.4 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:

19.4.1 The date of the dispute or event(s) giving rise to the grievance;

19.4.2 A statement of any efforts to resolve the dispute through the chain of command;

19.4.3 The name of the Grievant(s);

19.4.4 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;

19.4.5 All documentary evidence in support of the Grievance;

19.4.6 A statement with a description of the specific provision(s) of this Agreement that has been allegedly violated, misinterpreted, or inequitably applied;

19.4.7 A proposal for how the Grievant believes the dispute should be resolved;

19.4.8 The date of the Grievance, and;

19.4.9 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.

19.5 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.

19.5.1 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 Fire Chief. 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.

19.5.2 Step 2. Request for Grievance with the Union. If such grievance is not resolved within 7 (seven) 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.

19.5.3 Step 3. Filing Formal Grievance with Fire Chief. In the event the Union's 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.

19.5.4 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 forty-five (45) 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 as determined by the Union. 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.

19.5.5 Time Limits. A decision on the grievance shall be rendered within the time limit set forth or the grievance shall be deemed denied. 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 written agreement of the parties involved prior to the expiration of the time limits.

19.5.6 Step 5. 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.

19.5.7 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 list of seven (7) names from the American Arbitration Association (AAA) and select from the list one person to serve as arbitrator by alternatively striking names from the list until one remains. The parties shall flip a coin to determine who strikes the first name. The remaining name shall be the name of the arbitrator.

19.5.8 Arbitration Hearings. 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.

19.5.9 Miscellaneous Grievance Provisions

19.5.9.1 Fire Fighter 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.

19.5.9.2 Sharing of Information. The District and the Union agrees to make available to the aggrieved person and his/her representative, and to the District, all pertinent information in its possession or control and which is relevant to the issues raised by the grievance. Any information not shared at or prior to Step 4 shall be inadmissible in Step 5's arbitration proceedings.

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

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 rank and seniority in the District. District seniority shall be established from the date that the Firefighter was hired into the Fire District 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 District seniority, the following additional rules also shall apply for layoffs and reductions in rank within the Fire District. First, should a Firefighter who formerly was employed by the Fire District return to the service of the District 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 District after having resigned from service or voluntarily transferred from Fire District 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 District seniority; the most junior Firefighters within the District shall be laid off first, with regard to rank or classification.

21.1.8 If 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 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 District 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 District 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 District) 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 from the date of the letter's receipt 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 through this reduction in force procedure on or after January 1, 2025. It shall not apply to any Firefighter who is demoted or terminated for disciplinary purposes.

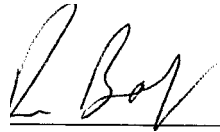
IN WITNESS WHEREOF, the parties hereto have set their hands this 11th day of November 2024.

**International Association of Fire Fighters
Local 5389**

Wellington Fire Protection District

A handwritten signature in black ink, appearing to read 'Shane Elder', written over a horizontal line.

Shane Elder, President

A handwritten signature in black ink, appearing to read 'Richard Bollinger', written over a horizontal line.

Richard Bollinger, President