

DENVER FIREFIGHTERS – LOCAL 858

IAFF, AFL-CIO

AND

CITY AND COUNTY OF DENVER

2023-2025 FIRE FIGHTERS AGREEMENT

JANUARY 1, 2023 THROUGH DECEMBER 31, 2025

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Article I

SUBORDINATION

- Section 1.** This Agreement shall in all respects, wherever the same may be applicable herein, be subject and subordinate to the provisions of the Charter of the City and County of Denver, the Directives and Guidelines of the Denver Fire Department and the Rules and Regulations of the Civil Service Commission of the City and County of Denver as promulgated and adopted by the Civil Service Commission, and is further subject and subordinate to all applicable City Ordinances, Statutes, Constitutional provisions and any revisions, amendments or newly adopted provisions to any said Ordinance, Charter, Statute or Constitutional provision which may hereinafter be enacted.
- Section 2.** It is expressly intended that the duties, responsibilities and functions of the City in the operation of its Fire Department shall in no manner be impaired, subordinated or negated by a provision of this Agreement.

Article II

RECOGNITION

Section 1. The City recognizes Denver Fire Fighters, Local 858, IAFF, AFL-CIO (hereinafter referred to as “the Union”) as sole and exclusive bargaining agent for all fire fighters pursuant to Section 9.7.1, *et seq.*, of the Charter of the City and County of Denver. As used in this Agreement, the term “fire fighter” shall mean the members of the Classified Service of the Fire Department of the City and County of Denver, except any person holding the rank of Chief of the Fire Department, or any person assigned the duties of Deputy Fire Chief or Division Chief.

Article III

UNION SECURITY

Section 1. No fire fighter shall be required to become a member of the Union as a condition of their employment or continued employment by the City, and there shall be no discrimination against any fire fighter on account of their membership or non-membership in the Union. Provided, however, that the Union does not discriminate against non-members when it limits its services to and representation of non-members as follows:

The Union's duty of representation to an employee it represents but who is not a member of the Union shall be limited to the negotiation or enforcement of the terms of the agreement with the City. No provision of this article shall be construed to require the Union to provide representation to a non-member:

- (a) during questioning by the employer;
- (b) in statutory or administrative proceedings or to enforce statutory or regulatory rights; or
- (c) in any stage of a grievance, arbitration or other contractual process concerning the evaluation or discipline of an employee where the non-member is permitted to proceed without the Union and be represented by their own advocate.

Nor shall any provision of this Article prohibit the Union from providing legal, economic or job-related services or benefits beyond those provided in this Agreement with the City only to its members.

Section 2. The City shall deduct on a regular basis from the pay of all fire fighters who hereafter voluntarily authorize such deductions in writing on a form provided for this purpose by the Union or the City: (1) the amount of Union dues uniformly assessed all fire fighters who are Union members, and (2) initiation fees uniformly assessed against all Union members. Each authorization given under this Section shall state that it is irrevocable for a period of one (1) year or until the termination date of this Agreement, whichever occurs sooner, and is automatically renewable for another year unless written revocation of check-off authorization is given to the City during the thirty (30) day period immediately preceding the end of the period of irrevocability.

The Union will initially notify the City as to the amount of dues, or dues and initiation fees, to be deducted. Such notification will be certified to the City in writing over the signature of the President or Secretary-Treasurer of the Union. Changes in the Union membership dues or fees will be similarly certified to the City and shall be done at least one month in advance of the effective date of such

change. The City will remit to the Union such sums within thirty (30) days and shall accurately account for all changes in membership and monies deducted.

Section 3. The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or as a result from any conduct taken by the City for the purpose of complying with Section 2 of this Article.

Article IV

UNION ACTIVITY

- Section 1.** Neither the Union, nor its officers, agents, representatives, or members will intimidate, interfere with, or coerce fire fighters. No Union activity or Union business of any kind will be carried on during working hours without express written permission in advance from the Fire Chief or their designated representative. Violation of this Section 1 of this Article IV by any fire fighter shall be just cause for disciplinary action pursuant to the City Charter. Failure of the City to enforce any of the provisions of this Section 1 of this Article IV in any one (1) or more instances shall not be considered a waiver of any of the provisions of this Section 1 of this Article IV.
- Section 2.** No fire fighter shall be discharged, disciplined or discriminated against because of activity on behalf of the Union that does not interfere with the discharge of their duties or any assignments, or violate any of the provisions of the Agreement.
- Section 3.** The Union shall have the right to post on the bulletin board designated by the Fire Chief or their designated representative, within all respective fire houses and support services, notices of Union meetings, Union recreational and social affairs, notices of Union elections, and appointments and results of Union elections, all of which pertain to the Denver Fire Department, provided that such notices are first approved by the Fire Chief or their designated representative. Any postings of an inflammatory nature are expressly prohibited. There shall be no postings regarding any political candidate or candidates nor of any political matter.
- Section 4.** When approved by the Fire Chief or their designated representative in writing, the two principal officers of the Union shall be granted leave from duty with full pay for conducting necessary Union business. When approved by the Fire Chief or their designated representative in writing, during the term of the deliberations of the Union Bargaining Committee, as constituted pursuant to the Union by-laws, members of the Committee, (not to exceed three) shall be granted leave from duty with full pay for conducting necessary Union business. When approved by the Chief or their designated representative in writing, members of the Union Executive Board (not to exceed four) shall be granted leave from duty with full pay for attending Executive Board and general membership meetings. The Union shall endeavor to conduct all necessary Union business during the non-working time of the greatest number of fire fighters required for such business, to the greatest extent possible. Said approval shall be granted by the Chief or their designated representative in writing when said leave would not disrupt or interfere with the service of the department.
- Section 5.** Such fire fighters (not to exceed four) as may be selected by the Union and approved by the Fire Chief or their designated representative shall be granted leave from duty without pay for Union activities such as attending educational conferences, seminars and training courses for the improvement of fire service and the Fire Department.

Section 6. Members of the union's Executive Board shall be permitted to address each Department recruit class at a mutually agreeable time within the first week of the academy.

Article V

NON-DISCRIMINATION

Neither the City nor the Union shall discriminate against any fire fighter on the basis of actual or perceived age, race (including hair texture, hair type, or hairstyle commonly or historically associated with race), creed, color, sex, sexual orientation, gender identity or expression, politics, religion, national origin, marital status or family status, physical or mental disability, military status, genetic information, or membership or non-membership in a labor organization.

Nothing in this section, however, shall be construed to prohibit actions taken because of a bona fide occupational qualification.

Article VI

RIGHTS OF MANAGEMENT

Section 1. Except as otherwise specifically provided in this Agreement, the City has the sole and exclusive right to exercise all the rights or functions of management, and the exercise of any such rights or functions shall not be subject to any grievance procedure, except as to resolution of whether or not a specific matter is a management right. Without limiting the generality of the foregoing, as used herein, the term “Rights of Management” includes:

- (a) The determination of Fire Department policy including the right to manage the affairs of the Fire Department in all respects;
- (b) the right to assign working hours including overtime;
- (c) the right to establish, modify or change work schedules, staffing of apparatus, amount of apparatus in the main or reserve fleet, etc.;
- (d) the right to assign fire fighters to other duties within the Fire Department when their apparatus is out of service;
- (e) the right to direct the members of the Fire Department, including the right to hire, promote or transfer any fire fighter;
- (f) the table of organization of the Fire Department, including the right to organize and reorganize the Fire Department in any manner it chooses, including the size of the Fire Department and the determination of job classifications and ranks based upon duties assigned;
- (g) the determination of the safety, health and property protection measures for the Fire Department;
- (h) the selection, promotion or transfer of fire fighters to supervisory or other managerial or technician positions or to positions outside the Classified Service of the Fire Department;
- (i) the allocation and assignment of work to fire fighters within the Fire Department;
- (j) the determination of policy affecting the selection or training of fire fighters;
- (k) the scheduling of operations and the determination of the number and duration of hours of assigned duty per week;
- (l) the establishment, modification and enforcement of Fire Department Directives and Guidelines;

- (m) the transfer of work from one position to another within the Classified Service of the Fire Department;
- (n) the introduction of new, improved or different methods and techniques of operation of the Fire Department or a change in existing methods and techniques;
- (o) the placing of service, maintenance or other work with outside contractors or other agencies of the City;
- (p) the determination of the number of ranks and number of fire fighters within each rank;
- (q) the determination of the amount of supervision necessary;
- (r) the transfer of fire fighters from one house, district or support service to another.

Section 2. All discretionary power vested in the City and the Fire Chief shall not be exercised in an arbitrary or capricious manner. The term “arbitrary or capricious” in this article shall mean that this is action taken without adequate information, not founded on reason or rational judgment, or done on a whim or impulse without adequate analysis.

Article VII

PRODUCTIVITY

- Section 1.** The Union and the City recognize that increased productivity will require the continuation of improvements and technological progress through new methods, techniques and equipment which will contribute to improved quality and efficiency of fire protection for the citizens of Denver. The Union and the City will act in good faith and with a cooperative attitude to achieve these ends.
- Section 2.** There shall be established a Labor/Management Committee comprised of six (6) members, three (3) of whom shall be appointed by the President of Local 858 and three (3) of whom shall be appointed by the Chief of the Fire Department. The Committee shall address any matter of mutual concern. The Committee shall meet at the request of the President of Local 858 or the Chief of the Fire Department within ten (10) days of a request for a meeting. The Fire Chief and the Union may mutually agree upon another system to provide labor/management discussions, including the use of strategic development teams.
- Section 3.** The Department shall provide the union with copies of and will email to the President and Secretary Treasurer all new or revised:
- (a) department orders;
 - (b) directives;
 - (c) guidelines; and
 - (d) SOGs; and
 - (e) Fire Chief and Division Memoranda (currently those denominated FCM, OPS, TRN, FPB, TEC and ADM).

Article VIII

CALL BACK COMPENSATION, FIRE FIGHTER OBLIGATION, AND OVERTIME

- Section 1.** If, in the sole opinion of the Fire Chief or their designees, it is necessary to call fire fighters back to work during their normal time off, such recalled fire fighters must report for duty. Failure to report for duty, if personally contacted, shall subject such fire fighter to disciplinary action pursuant to the Charter of the City unless reporting is excused by the Chief or their immediate designee.
- (a) A recalled fire fighter shall be compensated at the minimum rate of time and one-half (1-1/2) of their regular rate of compensation for the time worked, in 15-minute increments or a minimum of three (3) hours if required to respond to a station, work location or incident, in cash if the money is available, otherwise in the form of compensatory time off. Such time off shall be taken within one (1) year of the time in which it is earned, provided that the time to be taken off is approved by the Fire Chief or their designee in writing. If the call back is contiguous to the beginning or end of the scheduled shift, the three (3) hour minimum shall not apply.
- Section 2.** In the event that a fire fighter is called upon to work overtime in excess of fifteen (15) minutes after their regular shift has ended, the fire fighter shall be compensated at the minimum rate of time and one-half (1-1/2) of their regular rate of compensation for all overtime worked after their regular shift has ended, in cash if the money is available, otherwise in the form of compensatory time off. Such time off shall be taken within one (1) year of the time at which it is earned, provided that the time is approved by the Fire Chief or their designee in writing.
- Section 3.** If a fire fighter is required to attend court due to job related matters during hours other than scheduled work hours, such fire fighter shall receive compensation as provided in Section 1 of this Article VIII.
- Section 4.** Fourth Grade Fire Fighters taking the intermediate (if any) and final tests in hours other than their normally scheduled work hours shall be compensated for such time at their regular rate of pay until the total hours worked, including such testing time, exceeds 144 hours within a twenty-one (21) day work period. Any time worked in excess of the 144-hour limit shall be compensated at the overtime rate as provided in Section 2 of this Article.

Article IX

UNIFORM ALLOWANCE AND REGULATIONS

- Section 1.** The City shall pay the total cost of procurement and replacement, including replacement for line of duty mishaps, of all uniforms, including replacement of Department issued blue T-shirts, except socks, ties, belts, briefs, panties, and brassieres, that are required to be worn by fire fighters. The style, quality, design, components and the quantity of uniforms shall be specified by the Manager of Safety for the individual fire fighter in an economical, equitable manner in the best interests of the City.
- Section 2.** Turnout gear required by the Fire Department is not considered to be part of the uniform for purposes of Section 1 above. All fire fighters shall have turnout gear and required personal protective equipment (PPE) provided by the City. If, in the sole opinion of the Fire Chief or their designated representative, any item of a fire fighter's turnout gear or required PPE becomes unserviceable, such article of turnout gear or PPE shall be replaced by the City. Whenever feasible, at the time of purchase, turnout gear and required PPE shall meet or exceed current National Fire Protection Agency safety standards and specifications.
- Section 3.** All fire fighters will maintain complete uniforms and turnout gear in good condition. Periodic inspections will be made by the Fire Chief or their designees to ensure the serviceability of each fire fighter's uniforms and turnout gear.
- Section 4.** If a non-uniformed fire fighter sustains line-of-duty damage to their clothing, the cost of such damaged article of clothing will be reimbursed by the City upon the submission of a claim accompanied by proof of loss and approved by the Fire Chief or their designated representative.
- Section 5.** Fire fighters assigned to the Fire Investigation Unit and who are required to wear firearms, shall receive from the City a \$400.00 per year firearm allowance. This payment shall be made at the end of each calendar year or upon termination or retirement from the Fire Department of each member entitled to such allowance. Fire fighters assigned to the Fire Investigation Unit are also eligible for a reimbursement, up to \$750.00, every five (5) years for the purchase of a ballistic vest.
- Section 6.** The practice of providing those fire fighters assigned to the repair shop with work uniforms and garments shall be pursuant to Executive Order No. 110, and the amendments thereto, for the term of this Agreement.
- Section 7.** Each fire fighter shall be paid an annual cleaning and maintenance allowance of \$550.00, payable with the last paycheck in November.
- Section 8.** Fire fighters may wear the official union insignia on both their dress and work uniforms. Such insignia shall be a pin not larger than the size of a dime.

Section 9. The City shall provide a cache of wildland PPE to be utilized by fire fighters who are deployed on urban interface strike teams, in accordance with policies and procedures to be determined by the Fire Chief.

Article X

INSURANCE, HEALTH AND SAFETY

Section 1. For 2023 only, the City shall pay monthly, on behalf of each fire fighter, 80% of the total premium of the medical insurance plan selected by the fire fighter, a vision plan, and a mid-level Delta Dental plan. At a minimum, fire fighters shall be offered an Internal Revenue Service qualified high deductible plan with a health savings account (HSA), a co-pay based HMO/PPO plan and a deductible based co-insurance medical plan to the fire fighters that have a benefit level no lower than the same type of plan offered by the City to Career Service employees. The City's contribution for each fire fighter will depend on the plan selected and the status of the fire fighter as qualifying either for employee, employee plus spouse, employee plus child(ren), or family plan coverage as may apply under the selected plan which will have a separate rate for each such category of coverage.

If during open enrollment or upon hiring a fire fighter selects a high deductible medical insurance plan offered by the City and opens a HSA, or if as of January 1 each year of this Agreement, a fire fighter is already enrolled in the high deductible medical insurance plan offered by the City and has a HSA, the City will contribute monthly to the fire fighter's HSA: (1) fifty dollars (\$50) if the fire fighter is enrolled in an employee only plan; or (2) one hundred dollars (\$100) if the fire fighter is enrolled in an employee plus spouse, employee plus child(ren) or family plan.

The City agrees to the creation of a Denver Firefighter Healthcare Trust ("Trust") for the purpose of funding medical and vision benefits for all fire fighters, their retirees, and eligible dependents as provided for in the Trust Agreement. The Trust will be governed by a Board of Trustees. The City will be allowed to designate one civilian employee to attend all meetings of the Board of Trustees. A Denver Firefighter Healthcare Trust agreement will be established separately from this agreement in accordance with applicable federal, state and local laws no later than April 30, 2023. It shall be the general duty of the Trustees of the Trust to receive the contributions from the City and the contributions from participating fire fighters and any other income or assets that they may receive and, with such, to create and administer one or more employee welfare benefit plans for the participating fire fighters and their beneficiaries.

Upon creation of the Trust, the parties agree to reopen this Agreement solely for the dual purposes of negotiating the type of medical and vision insurance plans offered by the Trust and the associated medical and vision insurance premium contributions from the City for the 2024 and 2025 plan years. In the event of impasse on these discrete issues, the parties agree to submit all remaining disputes to binding arbitration, utilizing the provisions (including arbitrator selection) found in City Charter Sections 9.8.7 through 9.8.13.

In 2023, the Union will substantially participate with the City in the development of and negotiations for medical, vision and dental plans to be offered to fire fighters.

The Union will have the opportunity to comment and make recommendations on proposals prior to their being finalized and offered to fire fighters.

From 2024 forward, the Union will substantially participate with the City in the development of and negotiations for any dental plan benefits that are not provided through the Trust. The Union will have the opportunity to comment and make recommendations on such dental plan proposals prior to their being finalized and offered to fire fighters.

The Board of Trustees will provide any required premium changes for the 2024 and 2025 plan years to the City no later than July 15, 2023, and July 15, 2024 respectively.

Section 2. The City recognizes the right of the Union to consult with the City and make recommendations on safety matters.

Section 3. The City will continue to provide advance life support (ALS) response on all structure fires.

Section 4. In the event a fire fighter is killed in the line of duty or dies from injuries or illness sustained in the line of duty, the City shall pay the cost of reasonable 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 fire fighter.) This payment shall be made to the fire fighter's estate.

Section 5. Fire fighters are entitled to a maximum of 1.5 times one year of base pay up to a maximum of three hundred thousand dollars (\$300,000) in term life insurance with a double indemnity for accidental death or dismemberment in a plan chosen by the City for which the City will pay 100% of the cost.

Section 6. In the event a fire fighter is killed or has been killed in the line of duty, the City shall pay the full cost of health insurance and dental insurance for a surviving spouse, or spousal equivalent as defined by the City, and children of the fire fighter, subject to the following conditions:

- a. The payments for a surviving spouse or spousal equivalent will end five (5) years after the fire fighter's death or upon remarriage, whichever occurs first.
- b. The payments for an unmarried child shall continue through the end of the month in which the child reaches age 25.

Section 7. Any fire fighter who is diagnosed with any cancer specified in C.R.S. § 8-41-209 of the Colorado Workers' Compensation Act (as it may be amended from time to time) that is ultimately determined to be compensable shall be entitled to the following:

- a. Reasonable, necessary and related medical care with authorized providers.
- b. Any intermittent or consecutive leave of absence at their full salary for the rank that the member holds in the department and benefits, so long as the leave is necessary in reaching recovery from the sickness, until maximum medical improvement is reached.

Article XI

STRIKES AND OTHER DISRUPTIONS OF NORMAL WORK ROUTINE

- Section 1.** The protection of the public health, safety and welfare demands that neither the Union, nor the fire fighters, or any person acting in concert with them, will cause, sanction, or take part in any strike, walkout, sitdown, slowdown, stoppage of work, picketing, retarding of work, abnormal absenteeism, withholding of services or any other interference with the normal work routine.
- Section 2.** Violation of any provision of this Article by the Union shall be cause for the City terminating this Agreement upon the giving of written notice to this effect to the President of Denver Fire Fighters Local No. 858, in addition to whatever other remedies may be available to the City at law or in equity.
- Section 3.** Violation of any of the provisions of this Article by any fire fighter shall be just cause for the immediate discharge of that fire fighter, in addition to whatever other remedies may be available to the City at law or in equity. No fire fighter shall receive any portion of their salary while engaging in activity in violation of this Article.

Article XII

SALARY SCHEDULE

Section 1. (a) **Fire Fighter.** For the duration of this Agreement, the position Fire Fighter First Grade will be paid as follows:

Effective January 1, 2023	\$98,269
Effective January 1, 2024	\$102,199
Effective January 1, 2025	\$106,287

The positions of Fire Fighters 2nd grade through 4th grade, for the duration of this agreement will be paid in accordance with the following schedule:

Fire Fighter 2nd	80% of Fire Fighter 1st
Fire Fighter 3rd	72% of Fire Fighter 1st
Fire Fighter 4th	65% of Fire Fighter 1st

(b) **Engineer.** For the duration of this Agreement, the Engineer will be paid 112.5% of Fire Fighter First Grade pay.

(c) **Technician.** For the duration of this Agreement, the Technician will be paid 107.5% of Fire Fighter First Grade pay.

(d) **Lieutenant.** For the duration of this Agreement, the rank of Lieutenant will be paid 118% of Fire Fighter First Grade pay.

(e) **Fire Systems Technical Specialist and Mechanic.** For the duration of this Agreement, the positions of Fire Systems Technical Specialist (or "FSTS") I and Mechanic I will be paid 117% of Fire Fighter First Grade pay. The positions of Fire Systems Technical Specialist and Mechanic Second Grade through Fifth Grade will be paid in accordance with the following schedule:

FSTS II/Mechanic II	95% of FSTS I/Mechanic I
FSTS III/Mechanic III	90% of FSTS I/Mechanic I
FSTS IV/Mechanic IV	85% of FSTS I/Mechanic I
FSTS V/Mechanic V	80% of FSTS I/Mechanic I

Fire Systems Technical Specialists and Mechanics hired after the effective date of this Agreement shall be classified as Fire System Technical Specialist V or Mechanic V and shall progress through the steps annually on their anniversary date.

(f) **Captain.** For the duration of this Agreement, the rank of Captain will be paid 114.5% of Lieutenant pay.

(g) **Assistant Master Mechanic and Assistant Superintendent of Fire Alarm.** For the duration of this Agreement, the ranks of Assistant Master Mechanic and Assistant Superintendent of Fire Alarm will be paid 105% of Captain pay.

(h) **Assistant Chief, Master Mechanic, and Superintendent of Fire Alarm.** For the duration of this Agreement, the ranks of Assistant Chief, Master Mechanic, and Superintendent of Fire Alarm will be paid 115% of Captain pay.

(i) **Engineer - Suppression Specialty Operation.** For the duration of this Agreement, an Engineer assigned to Specialty Operation will be paid 115% of Fire Fighter First Grade pay.

(j) **Lieutenant - Suppression Specialty Operation.** For the duration of this Agreement, a Lieutenant assigned to Specialty Operation will be paid 120.5% of Fire Fighter First Grade pay.

(k) **Captain - Suppression Specialty Operation.** For the duration of this Agreement, a Captain assigned to Specialty Operation will be paid 114.5% of Lieutenant pay plus 2.5% of Fire Fighter First Grade pay.

(l) **Shift Commanders.** For the duration of this Agreement, Shift Commanders will be paid 107.5% of Assistant Chief pay.

(m) **Emergency Medical Technician.** For the duration of this Agreement, an Emergency Medical Technician will be paid 55% of Fire Fighter First Grade pay.

A member of the Fire Department shall be a Firefighter 4th Grade from the date of original appointment and until such time as the member has served nine months after completion of the Fire Academy. A member of the Fire Department shall be a Firefighter 3rd Grade if that member has served for more than nine-months after completion of the Fire Academy and less than twenty-one months after the completion of the Fire Academy. A member of the Fire Department shall be a Firefighter 2nd Grade if that member has served for twenty-one months or more after completion of the Fire Academy and less than thirty-three months after the completion of the Fire Academy. A member of the Fire Department shall be a Firefighter 1st Grade if that member has served for thirty-three months or more after completion of the Fire Academy. The graduation ceremony date shall be the culminating event for completion of the Fire Academy.

Section 2. Longevity Pay. All fire fighters, upon reaching their fifth (5th) anniversary date of employment shall be paid longevity pay. Effective January 1, 2023, fire fighters shall be paid at a rate of \$12.25 per month for each year of service.

The additional salary provided in this Section 2 is an addition to base salary provided for in Section 1 of this Article and shall be considered or included in determining or computing the pension or retirement benefits of fire fighters.

Section 3. Any fire fighter who is assigned the duties of Technician, who meets the qualifications of the position to which they are assigned, and who has the certification required for the position to which he or she is assigned (if any is required) shall begin receiving Technician pay upon commencing the assignment. If any fire fighter assigned the duties of Technician does not meet the qualifications

or have the certification required for the position, that fire fighter shall not be paid Technician pay until he or she meets the qualifications or has the certification. This provision shall not limit the City's right to reassign a fire fighter to non-technician duties. All fire fighters below the rank of Engineer that are assigned to apparatus that perform special operation (Diving, Collapse, HazMat, High Angle, Trench, Confined Space, DeCon) shall receive Technician level wages.

Section 4. Fire fighters who are certified and designated as bilingual fire fighters in accordance with procedures published by the Chief or the Chief's designee shall be paid one hundred fifty dollars (\$150) per month. The Denver Civil Service Commission's current Firefighter Informational Booklet shall be used as a guideline for establishing specific languages that qualify for bilingual pay.

Article XIII

HOLIDAYS

Section 1. The following days are recognized as holidays for Fire Fighters for the purpose provided herein:

New Year's Day	(January 1)
Martin Luther King, Jr. Day	(Third Monday in January)
Presidents' Day	(Third Monday in February)
Cesar Chavez Day	(Last Monday in March)
Memorial Day	(Last Monday in May)
Juneteenth	(June 19)
Independence Day	(July 4)
Labor Day	(First Monday in September)
Veterans' Day	(November 11)
Thanksgiving Day	(Fourth Thursday in November)
Christmas Day	(December 25)
Birthday	(To be used and/or paid in accordance with Sections 3 and 4 of this Article)

Section 2. Fire fighters holding the rank or assignment of Emergency Medical Technician, Fire Fighter Fourth Grade, Fire Fighter Third Grade, Fire Fighter Second Grade, Fire Fighter First Grade, Technician, Engineer, Lieutenant, Captain, Fire Systems Technical Specialist or Mechanic who are called out under the provisions of Article VIII of this Agreement on any of the above mentioned holidays shall receive their regular rate of pay, for a minimum of three (3) hours in addition to that compensation provided in Article VIII.

Section 3. Support Service Personnel. This Section shall control the granting of holidays and holiday premium for personnel in all support services other than Fire Dispatch, and Fire Investigation.

Where a holiday, except a birthday, as listed in Section 1 of this Article, falls on the first day of a regularly scheduled period of off days, it shall be observed on the immediately preceding work day. Where a holiday except a birthday, falls on the second and third off days of a scheduled period of off days, it shall be observed on the first regularly scheduled work day following the off days. A birthday holiday will be taken by the fire fighter within 30 days of the birthday under procedures approved by the Chief.

When a fire fighter covered by this Section is called out to work on a holiday which is observed on the same day as specified in Section 1, the fire fighter shall be entitled to a holiday premium in addition to the regular rate of compensation.

In situations where the observed holiday except a birthday differs from the holiday specified in Section 1, this paragraph applies. When a fire fighter covered by this

Section is called out to work either on the holiday specified in Section 1 or the “observed holiday,” compensation shall be determined as follows:

(a) A fire fighter called out on the “observed holiday” will receive holiday premium only for those hours actually worked on that calendar day which do coincide with their regularly scheduled work hours.

(b) A fire fighter called out on the holiday spelled out in Section 1 will receive holiday premium only for those hours actually worked on that calendar day which do not coincide with their regularly scheduled work hours.

The holiday premium payable under this Section shall be equal to the fire fighter’s regular hourly rate of pay and shall be computed to the nearest fifteen (15) minutes.

Section 4.

(a) In addition to those above-listed holidays, any day declared a special holiday by the Mayor or the City Council, by proclamation promulgated or resolution or ordinance adopted, during the term of the Agreement, shall be considered a recognized holiday for the purposes provided herein.

(b) Any fire fighter who is required to actually work on a holiday other than their birthday, as set forth in this Article, shall be paid a holiday premium in addition to their regular rate of compensation. Such holiday premium shall be the fire fighter’s regular hourly rate of pay, and shall be paid for each hour actually worked between 12:01 a.m. and 12:00 midnight on a holiday as provided in Section 1 of this Article, computed to the nearest fifteen (15) minutes.

When a holiday falls on a support service fire fighter’s vacation, as set forth in Article XIV of this Agreement, that holiday shall not be counted as a vacation shift. When a holiday other than a birthday falls on a suppression fire fighter’s vacation, as set forth in Article XIV of this Agreement, that day shall nevertheless be treated as a vacation day for all purposes relevant under this Agreement; however, the fire fighter shall receive the holiday premium identified in this Section for all hours that they would have worked on that day, but for the fact that such day was a vacation. In no event shall a holiday premium or any other compensation be awarded to a fire fighter by reason of a holiday other than a birthday falling on a Kelly Day. When the birthday occurs on their Kelly day, they shall be paid the holiday premium provided hereunder. In all other instances, the fire fighter must actually work on a holiday other than a birthday to be eligible for the holiday premium. All fire fighters assigned to fire suppression, to the Fire Investigation Division, or to fire alarm dispatching duties shall be paid a holiday premium equal to eight (8) times their regular hourly rate of pay in lieu of time off for their birthdays. All other fire fighters shall have their birthday off, in the same manner as other holidays provided for in this Article.

Section 5.

Effective January 1, 2022, each fire fighter will receive 96 hours of time in a separate Holiday Time Bank, subject to the following:

- (a) Any fire fighter hired on or after January 1, 2021 will not receive this Holiday Time Bank.
- (b) The Holiday Time Bank can be used starting January 1, 2022 in accordance with the rules for use of vacation leave under Article XIV, provided, however, no more than 24 hours may be used as vacation during a calendar year. Alternatively, fire fighters may sell back 24 hours from the Holiday Time Bank each calendar year; such payments will be made in the first quarter of the succeeding year. In any given year, fire fighters may elect to use or sell back 24 hours from the Holiday Time Bank, but not both.
- (c) Hours in a fire fighter's Holiday Time Bank may be carried forward from year-to-year until they are exhausted.
- (d) Any hours remaining in a fire fighter's Holiday Time Bank shall be payable upon separation.

Article XIV

VACATION

Section 1. Each fire fighter shall accrue vacation leave at their regular rate of pay in accordance with the following:

(a) Those fire fighters who have less than three (3) years of service shall accrue one hundred twenty (120) hours vacation annually at the rate of ten (10) hours for each month.

(b) Those fire fighters who have three (3) or more years of service shall accrue one hundred forty-four (144) hours of vacation leave annually at the rate of twelve (12) hours per month.

(c) Those fire fighters who have ten (10) or more years of service shall accrue one hundred sixty-eight (168) hours of vacation leave annually at the rate of fourteen (14) hours per month.

(d) Those fire fighters who have fifteen (15) or more years of service shall accrue one hundred ninety-two (192) hours of vacation leave annually at a rate of sixteen (16) hours per month.

(e) Effective January 1, 2022, those fire fighters who have twenty (20) or more years of service shall accrue two hundred sixteen (216) hours of vacation annually at a rate of eighteen (18) hours per month.

(f) Effective January 1, 2022, those fire fighters who have twenty-five (25) or more years of service shall accrue two hundred forty (240) hours of vacation annually at a rate of twenty (20) hours per month.

Section 2. If a fire fighter is employed only part of a month, they will earn vacation leave for the month only if they started on or before or terminated after the 15th day of the month.

Section 3. If the fire fighter's third (3rd), tenth (10th), fifteenth (15th), twentieth (20th) or twenty-fifth (25th) anniversary of their hiring date occurs on a day other than the first day of the month, they will earn vacation leave for that month at the rates described in Section 1 of this Article only if the anniversary date is on or before the fifteenth (15th). If the third (3rd), tenth (10th), fifteenth (15th), twentieth (20th) or twenty-fifth (25th) anniversary date of hire falls on a day after the fifteenth (15th) day of the month, they will earn at the higher rate beginning the first day of the following month.

Section 4. (a) Vacation hours accrued under the provisions of this Agreement may not be used until the calendar year after they are accrued. In no case may a fire fighter use more hours of vacation than the sum of what they accrued in the previous calendar year, credited monthly. Any unused vacation leave left over from the previous year

that the fire fighter is unable to use, in the sole opinion of the Fire Chief or their designee, shall be paid in cash at the fire fighter's regular rate of pay in effect at the time of payment, and such payment shall be made within the first quarter of the succeeding year.

(b) Where a fire fighter assigned to suppression or dispatch accrues vacation hours not evenly divisible by the number of hours in their shift, that fire fighter shall be paid in cash, but only for the hours of vacation which are less than a full shift which remain on December 31 of the year following the year of accrual so long as that fire fighter continues to be assigned to suppression or dispatch. Where a fire fighter assigned to arson has accrued vacation hours not evenly divisible by twelve, that fire fighter shall be paid in cash only for the hours of vacation which are less than 12 hours which remain on December 31 of the year following the year of accrual so long as that fire fighter continues to be assigned to arson. The cash payment shall be at the fire fighter's regular rate of pay in effect in the year following the year of accrual and shall be paid within the first quarter of the succeeding year.

Section 5. The additional vacation time allocated pursuant to Section 4 of Article XVIII - Sick Leave - shall not exceed one hundred forty-four (144) hours and shall be utilized in full shift increments directly related to the fire fighter's assignment. Any unused vacation leave left over from the previous year that the fire fighter is unable to use, in the sole opinion of the Fire Chief or their designee, shall be paid in cash at the fire fighter's regular rate of pay in effect at the time of payment, and such payment shall be made within the first quarter of the succeeding year.

Section 6. Vacation selections shall be made by the members of the Fire Department according to seniority in grade or rank within each administrative district and support service. Vacation selections made by Dispatchers shall not be made from the same vacation pick sheets as other members of the bargaining unit and shall in no way limit or restrict other members of the bargaining unit in their vacation selections. The most senior member in the highest grade or rank shall have the opportunity to select their vacation first. The least senior member in the lowest grade or rank shall pick last. The City shall open ten (10) days per administrative district in fire suppression per shift more than are required pursuant to this determination. It is understood and agreed that the City has the right to balance staffing by restricting the availability of certain days in any district. The method used for selecting vacations and balancing staffing shall be a single day selection method. The City will use its best efforts to evenly distribute the necessary vacation opportunities per shift, over the entire annual schedule specific to each shift.

Suppression fire fighters 1st, 2nd, 3rd, and 4th grade, engineers and technicians shall be permitted to select a vacation period which is the same as the officer assigned to the same company and platoon with the following exceptions: (1) engineers assigned to Denver International Airport (DIA) ARFF apparatus shall not select a vacation period which is the same as other engineers assigned to the same company on the same platoon; and (2) the policy shall be permitted only as long as the present policy of providing "roving" lieutenants to fill company

officers' vacancies created by vacations continues. Should the policy change, the change will be discussed with the Union prior to implementation.

Vacation schedules shall not be changed unless the fire fighter is promoted or granted a requested transfer, in which case the City shall exercise its best effort to allow the fire fighter to retain their original selection. The transfer of a fire fighter shall not affect the vacation schedule of any other fire fighter. The parties agree that during the term of this agreement, the Union and the authorized representative of the City may, by mutual agreement, change the provisions for vacation picks in this Section 6.

Vacation selection for the rank of Emergency Medical Technician will be a seniority-based selection, and separate from other members of Suppression.

If agreed to by authorized representatives of the Union and the City, an alternative vacation selection method may be used during the term of this Agreement.

Article XV

GRIEVANCE PROCEDURE

Section 1. A grievance is a claim that the City has violated an express provision of this Agreement, and does not include any disciplinary matters. Any fire fighter or group of fire fighters may discuss any matter with their Division Chief, Deputy Chief or the Fire Chief, without invoking the formal grievance procedure provided for in this Article. Neither the City nor the Union shall threaten, restrain, or coerce any fire fighter for asserting said fire fighter's rights pursuant to this Agreement.

Section 2. A grievance must be initiated by an aggrieved fire fighter. The aggrieved fire fighter must reduce their entire grievance and all the reasons therefor, and the provisions of this Agreement which the aggrieved fire fighter feels have been violated, to writing and present the written grievance, signed and dated by the fire fighter, to their Division Chief within ten (10) calendar days after the fire fighter knew or should have known the facts which gave rise to the grievance. If not submitted within ten (10) calendar days, the grievance shall not be entitled to consideration. Nothing in this section shall be construed to limit or prevent the Union, through an aggrieved member or members, from filing a grievance on a belief that the Agreement is being violated.

Section 3. All grievances shall be settled in the following manner:

Step 1. The grievance shall be submitted to the grievant's Division Chief within ten (10) calendar days after the fire fighter knew or should have known the facts which gave rise to the grievance. Within ten (10) calendar days after receipt of the grievance the Fire Chief or their designated representative shall discuss the grievance with the aggrieved fire fighter and two (2) members of the Grievance Committee of the Union. The Fire Chief or their designated representative will give the aggrieved fire fighter, through the Union Grievance Committee, their answer in writing within ten (10) calendar days after holding such meeting. If the grievance is not answered within said ten (10) days it will be considered denied.

Step 2. If the Union Grievance Committee is not satisfied with the answer obtained at "Step 1," a Union officer must give written notice of intent to arbitrate to the corporate authorities of the City within fourteen (14) calendar days. The Grievance Arbitration Board shall consist of:

- (a) Appointee of the City;
- (b) Appointee of the Union;
- (c) The representatives of each party shall select the third member of the Grievance Arbitration Board, who shall be the Chair;
- (d) If within twenty-one (21) calendar days, the representatives of the

City and the Union fail to select a third member, either party or its representative may refer the matter to the American Arbitration Association for the selection of an impartial arbitrator to act as the third member of the Grievance Arbitration Board, in accordance with the Rules of the American Arbitration Association. The majority of the Arbitration Board shall render a decision within thirty (30) calendar days after hearing the grievance, and failing to reach a majority, the decision of the Chair shall prevail.

The award of the Arbitration Board, or failing a majority decision, the decision of the Chair shall be final and binding on the City and the Union.

The costs of any arbitration shall be borne equally by the parties to this Agreement.

Section 4. Failure of the aggrieved fire fighter, or the Grievance Committee, or any official of the Union, to comply with the time limits set forth above will serve to declare the grievance as settled based upon the last answer received, and no further action can be taken.

Section 5. Anything in this Agreement to the contrary notwithstanding, the following matters are not subject to the grievance procedures of this Agreement:

- (a) Any grievance which is not filed in accordance with the provisions of Section 2 of this Article or does not meet the definition of a grievance as set forth in Section 1 of this Article; or
- (b) Any matter reserved solely to the Rights of Management (Article VI), or to the discretion of the City or the Fire Chief by the terms of this Agreement; or
- (c) Any matter which would require a change from the wages, rates of pay, hours, grievance procedures, working conditions, and all other terms and conditions of employment as set forth in this Agreement; or
- (d) Any matter which is not covered by this Agreement; or
- (e) Any matter covered by the Charter of the City and County of Denver, the Directives and Guidelines of the Denver Fire Department not inconsistent with the express terms of this Agreement, the Rules and Regulations of the Civil Service Commission of the City and County of Denver, City Ordinances, Statutes and Constitution provisions.

Section 6. (a) The time limits for processing grievances as set forth in this Article may be extended by mutual written agreement of the Chief of the Fire Department or a designee of the Chief and a representative of the Union.

(b) The parties shall consider and may by mutual agreement use a mediator at any time during the grievance process to resolve the grievance.

Article XVI

**TEMPORARY ASSIGNMENT TO
HIGHER RANK OR POSITION**

Section 1. When a fire fighter is designated to perform the duties of a higher pay classification or rank due to a vacancy in such higher position, such fire fighter shall receive the existing base rate of compensation paid the classification or rank to which the fire fighter is so designated provided:

- (a) Fire fighters assigned to suppression divisions work at least six (6) hours of the shift; or
- (b) Fire fighters assigned to support services work at least 50% of the shift.

This Article shall apply to a Fire Fighter 1st Grade, Engineer, Lieutenant, and Captain who is eligible to work on technical apparatus and is required to act due to operational need as a technician at the direction of the City; Fire Fighter 4th Grade through Technician acting as an Engineer or Lieutenant; a Mechanic acting as Assistant Master Mechanic or Master Mechanic; a Fire Systems Technical Specialist acting as Assistant Superintendent of Fire Alarm or Superintendent of Fire Alarm; an Engineer acting as a Lieutenant; a Lieutenant acting as a Captain; and a Captain acting as an Assistant Chief in all support services. However, except that, whenever possible, an Engineer shall remain in that position and shall perform the duties and functions of an Engineer.

Article XVII

WORK DAY AND WORK WEEK

Section 1. Fire Suppression and Dispatch. Fire fighters in the fire suppression force and those assigned dispatcher duties shall work a work schedule consisting of twenty-four (24) hour shifts for an average work week of forty-eight (48) hours. This will be implemented by the use of a three (3) platoon system with each fire fighter working one (1) twenty-four (24) hour shift followed by forty-eight (48) hours off, with a Kelly day to be taken within each twenty-one (21) calendar day cycle. A Kelly day shall not be counted as a working shift for any purpose.

Until such time as the U.S. Department of Labor determines that the provisions of 29 U.S.C. § 207(k) apply to Denver fire fighters assigned dispatcher duties, all such fire fighters shall be scheduled for and receive between five (5) and eight (8) hours of uninterrupted sleep time and up to two (2) hours, in at least thirty (30) minute increments, of uninterrupted meal periods during the twenty-four (24) hour shift. These hours shall not be deemed as time worked for purposes of calculating FLSA overtime.

Kelly day selections shall be made annually by the members of the Fire Department except Assistant Chiefs according to seniority in grade or rank within each administrative district. Kelly day selections made by Assistant Chiefs shall not be made from the same Kelly day selection sheets as other members of the bargaining unit and shall in no way limit or restrict other members of the bargaining unit in their Kelly day selections. The most senior member in the highest grade or rank shall have the opportunity to select their Kelly day first. The least senior member in the lowest grade or rank shall pick last. The City shall determine prior to the time Kelly days are selected the number of Kelly day picks required in each administrative district per shift. The City shall open one (1) Kelly day pick per administrative district more than is required pursuant to this determination. It is understood and agreed that the City has the right to balance staffing by restricting the availability of certain picks in the last column in any district.

Each time a Kelly day is changed, the fire fighter shall be granted one (1) additional Kelly day; provided, no more than two (2) additional Kelly days shall be awarded in a contract year; provided, further, if a Kelly day change results in a return to the originally selected Kelly day, an additional Kelly day shall not be awarded; provided, further, if a fire fighter is transferred at their request, is promoted, or when a roving Lieutenant receives a permanent assignment and the change results in a change in Kelly days, an additional Kelly day shall not be awarded.

If agreed to by the authorized representatives of the Union and the City, an alternative work schedule for fire fighters assigned dispatcher duties may be used during the term of this agreement.

Fire fighters assigned dispatcher duties will select Kelly days only among themselves.

Section 2. Non-Fire Suppression. Each support service, excluding Dispatch, shall establish a work period of at least 7, but not more than 28 days. The Department office personnel who are not on round-the-clock schedules will normally work a schedule of five (5) eight (8)-hour work days during a seven (7) day work period. A flexible or staggered work schedule averaging forty (40) hours per week and providing for more economical and efficient functioning of the support service may be established by the Division Chief with the approval of the Fire Chief or their designated representative, provided that such new schedule shall not provide for a work shift in excess of twelve (12) hours and provided further that all fire fighters affected by such change in work schedule shall continue to receive as many gross hours of sick leave, sick leave converted to vacation, and vacation as they would have had, had their schedules not been changed.

If agreed to by the authorized representatives of the Union and the City, an alternative work schedule may be used during the term of this Agreement.

Section 3. In the event of enactment of State or Federal legislation affecting the hours of work or overtime for Fire Department personnel, the City and the Union will meet in an attempt to make any work schedule changes which are mandated by said legislation.

Section 4. Fire Investigations Bureau. Notwithstanding the provisions of Section 2 of this Article XVII, a fire fighter other than a Lieutenant, Captain, or Assistant Chief assigned to Fire Investigations Bureau shall work a schedule consisting of two (2) consecutive 6:00 a.m. to 6:00 p.m. work shifts, followed by twenty-four (24) hours off-duty, followed by two (2) consecutive 6:00 p.m. to 6:00 a.m. work shifts, followed by ninety-six (96) hours off duty. During each twenty-four (24) day work period, one (1) work shift shall be reduced to five (5) hours. For purposes of calculating hourly rates, fire fighters assigned to the Fire Investigations Bureau are considered to work forty (40) hours per week. Schedules for Lieutenants, Captains, and Assistant Chiefs shall be determined by Section 2 of this Article.

If agreed to by the authorized representatives of the Union and the City, an alternative work schedule may be used during the term of this agreement.

Section 5. Emergency Medical Technician. Emergency Medical Technicians shall work a 40-hour work week, 7 calendar day cycle. A flexible or staggered work schedule averaging forty (40) hours per week and providing for more economical and efficient functioning may be established by the Division Chief with the approval of the Fire Chief or his/her designated representative, provided that such new schedule shall not provide for a work shift in excess of twelve (12) hours and provided further that all Emergency Medical Technicians affected by such change in work schedule shall continue to receive as many gross hours of sick leave, sick leave converted to vacation, and vacation as they would have had, had their schedules not been changed.

If agreed to by the authorized representatives of the Union and the City, an alternative work schedule may be used during the term of this Agreement.

Section 6. Notwithstanding the provisions in Section 1 of this Article, one Shift Commander or Assistant Chief, at the discretion of the Chief, may be assigned to a supplemental shift based on a twenty-one (21) day cycle ranging from A-Shift Sunday to A-Shift Sunday. The Shift Commander or Assistant Chief assigned to this supplemental shift will not be able to exceed forty-eight (48) consecutive working hours with a minimum of twenty-four (24) hours off in between work shifts. They will maintain a Kelly day to be taken every twenty-one (21) day cycle and hours worked within the twenty-one (21) day cycle will not exceed 144 hours.

Article XVIII

SICK LEAVE AND OTHER MISCELLANEOUS LEAVES

Section 1. Each fire fighter shall be credited with twelve (12) hours of sick leave monthly for each month of service for a maximum annual accumulation of one hundred forty-four (144) hours per year of sick leave. If a fire fighter is employed only part of a month, they will be credited with sick leave for the full month only if they started on or before or terminated after the fifteenth (15th) day of the month. If a fire fighter is employed after or terminated before the fifteenth (15th) day of the month, they shall be credited with six (6) hours of sick leave. Any unused portion of such sick leave shall be accumulated until said fire fighter shall have a reserve of seven hundred-twenty (720) hours of sick leave.

Section 2. Any sick leave taken by a fire fighter with seven hundred-twenty (720) hours or less of accumulated reserve shall be first charged against the current year's accumulation of sick leave to date of absence. If the current year's accumulation of sick leave is exhausted, any sick leave taken shall be charged against the fire fighter's accumulated reserve of sick leave.

Any sick leave taken by a fire fighter with more than seven hundred-twenty (720) hours of accumulated reserve shall be first charged against the accumulated reserve.

Section 3. When a fire fighter uses sick leave due to off-duty injury or sickness, the fire fighter will be charged one (1) hour sick leave for each hour the fire fighter misses rounded to the nearest quarter hour. On February 1st of each year, each fire fighter shall receive a written report of their accumulated sick leave reserve.

Section 4. On December 31st of each year, after the fire fighter has accumulated their reserve of seven hundred-twenty (720) hours of sick leave, unused sick leave of a fire fighter for that year shall be allocated as follows:

- (a) Each fire fighter may take unused sick leave accumulated in the previous year not to exceed one hundred forty-four (144) hours as a cash payment, if approved by the Chief or their designated representative, to be paid at the regular rate of pay in effect at the time of payment on or before February 1st of each year. The approved amount may be allocated between cash, deferred compensation or a HSA contribution, at the fire fighter's option, consistent with legal restrictions.
- (b) Each fire fighter may take all or any part of unused sick leave as vacation, if approved by the Chief or their designated representative. Sick leave converted to vacation may only be used in full shifts. Any sick leave not taken as vacation shall be taken as cash payment at the fire fighter's regular rate of pay in effect at the time of payment.

Each fire fighter must declare their option before regular vacation and sick leave converted to vacation for the following year are selected.

Section 5. Fire fighters who have an accumulated reserve of more than seven hundred-twenty (720) hours of sick leave as of December 31, 1983, will maintain that accumulated reserve balance unless used for sick leave pursuant to the provision of Section 2 above. Such fire fighters shall continue to be credited with sick leave pursuant to the provisions of Section 1 above. This credited sick leave shall be either paid for or taken as vacation in accordance with the provision of Section 4 above.

Section 6. At the termination of a fire fighter's term of service with the Denver Fire Department for any reason, the said fire fighter shall receive compensation in full at their regular rate of pay at the time of such termination for all accumulated sick leave and vacation time due to them in hours at the termination of their service, except that a portion of this compensation shall be paid into the Post Employment Health Plan for eligible fire fighters as set forth in Article XX.

Section 7. (a) Prior to separation of service for any reason, other than as outlined in Section 7(b) below, the fire fighter may elect to have any or all accumulated sick leave and unused vacation time paid as compensation. The election to have these monies paid cannot be made more than 12 months prior to separation and must be made at least 5 days prior to separation and shall be paid at least two (2) working days before separation. The fire fighter may contribute this compensation into the City's Deferred Compensation Plan pursuant to the rules of that Plan. Any accumulated sick leave or unused vacation remaining after the election, shall be paid into the Post Employment Health Plan for eligible fire fighters as set forth in Article XX. This provision is subject to all limits and regulations governing a § 457 plan as enforced by the Internal Revenue Service, including deferral limits and the timing of deferral election forms.

(b) If a fire fighter is involuntarily terminated, or resigns or retires in lieu of involuntary termination, the fire fighter will be given the option of receiving all or part of their accumulated sick leave and unused vacation in cash rather than having that amount be paid into the Post Employment Health Plan (PEHP) established in Article XX of this Agreement. The fire fighter must exercise this option within five (5) calendar days of being informed of the involuntary termination decision, or giving notice of resignation or retirement in lieu of involuntary termination. The failure to exercise this option within five (5) calendar days shall be deemed consent to have the entire amount of the fire fighter's accumulated sick leave and unused vacation paid into the PEHP, as set forth in Section 7(a) above.

Section 8. Upon the death of a fire fighter of the Denver Fire Department, all monies due such fire fighter by reason of unpaid salary, accumulated unused vacation time, sick leave reserve or from other sources, at the time of their death shall be paid to their surviving spouse, or if there be no surviving spouse, then to the fire fighter's estate; provided however that if the Charter is amended the payment shall be made as required by the Charter as amended.

Section 9. Fire fighters may donate sick leave to the sick leave bank of, and accept sick leave donations from, another member of the classified service of the Fire Department in accordance with the procedures established by the Chief or the Chief's designee.

Section 10. Sick Leave Use

- (1) Statement of intent: The purpose of this section is to allow fire fighters, in connection with sickness or injury, to achieve a balance between family responsibilities and work demands. Each fire fighter must recognize that the responsibility of the Denver Fire Department is to provide a continuous high level of service to the public. Supervisors, when granting such leave, shall insure that the Fire Department mission is not jeopardized.
- (2) In addition to using sick leave when a fire fighter is incapacitated by sickness or injury, sick leave may be used for parental leave or for necessary care and attendance during the serious illness of a member of the fire fighter's family.
 - a. "Family" is defined as:
 1. a person who is related by blood, marriage, civil union, or adoption;
 2. a child to whom the employee stands in loco parentis or a person who stood in loco parentis to the employee when the employee was a minor; or
 3. a person for whom the employee is responsible for providing or arranging health- or safety-related care.
 - b. The amount of sick leave granted for parental leave or for necessary care of a sick member of an employee's family shall not exceed ninety days per twelve-month period without approval of the fire fighter's supervisor and the Chief.
 - c. Fire fighters using extended leave under the provisions of this agreement will return to work at their same or equivalent positions.
 - d. In all but emergency cases, the fire fighter needing extended family or medical leave shall document the need in writing and forward it to the Human Resources Bureau (HRB) office through the chain of command. A Sick Leave Request shall also be submitted. In emergency situations, the supervisor who grants the leave shall document the circumstances and forward the letter and Sick Leave Request to the HRB office, through the chain of command.

- e. Sick leave may also be used for any reason found in C.R.S. §§ 8-13.3-404 and 8-13.3-405, as they may be amended from time to time.
- (3) Up to 90 days leave for personal illness, illness of a family member, or parental leave may be granted. Fire fighters have the option of using unpaid leave in lieu of paid leave.
- a. When paid leave is elected, fire fighters shall use sick time when available.
 - b. Fire fighters who have no more than ten days remaining in their sick banks may then use vacation time and/or compensatory time.
 - c. Use of vacation time must follow the provisions of Article XIV. However, at the discretion of the Chief or designee, a scheduled vacation can be changed.
 - d. Fire fighters who require more than 90 days or who do not have a sufficient bank of sick leave, vacation time, or compensatory time may apply to the Chief for donated sick time.
- (4) Fire fighters using sick leave under subsection (2) above for extended periods may apply to the Chief for a reduced work schedule, *i.e.*, a leave schedule that reduces the fire fighter's usual number of hours per work week. The Chief may require the fire fighter to transfer to another assignment to better accommodate the reduced work schedule.

(5) Parental Leave

Up to 90 days parental leave may be granted to care for a child at the time of birth or adoption. Granting of such leave shall be subject to the approval of the Chief or designee. A fire fighter together with their spouse, who is also a fire fighter or employee of the City of Denver, are limited to a combined total of ninety days parental leave.

The parties agree that during the term of this Agreement, the authorized representatives of the Union and the City may, by mutual agreement, change the provisions for Sick Leave Use in this Section 9 of this Article XVIII.

Section 11. Bereavement Leave

- (a) Upon proper notification to the Department, a fire fighter shall be granted authorized absence from duty because of the death of a member of the fire fighter's immediate family, which includes the fire fighter's spouse, mother, father, mother-in-law, father-in-law, stepfather, stepmother, child, stepchild, brother, sister, brother-in-law, sister-in-law, grandparent, grandchild, spousal equivalent as defined by the City or other person

residing within the immediate household. Such absence shall not exceed five (5) consecutive calendar days, unless the Chief or their designee grants additional leave. Authorized bereavement leave for an immediate family member will not be charged against the fire fighter's accumulated sick or vacation leave.

- (b) Upon proper notification to the Department, at the discretion of the Chief or their designee, a fire fighter may be granted authorized absence from duty because of the death of relative other than an immediate family member. Such absence shall not exceed one (1) calendar day and may only be granted if staffing is available. Authorized bereavement leave for a relative other than an immediate family member shall be charged against the fire fighter's accumulated sick or vacation leave.

Section 12. Military Leave

- (a) Leave of absence shall be granted to eligible fire fighters for military service as defined by the Uniformed Services Employment and Reemployment Rights Act, 38 U.S.C. §§ 4301, *et seq.* A fire fighter shall give advance written notice of an absence due to military service, unless precluded by military necessity or giving advance notice is otherwise impossible or unreasonable.
- (b) Military leave with pay. Fire fighters shall be eligible for up to fifteen (15) calendar days (not to exceed 120 hours) of military leave with pay each calendar year.
- (c) Military leave without pay. In addition to fifteen (15) calendar days of military leave with pay for which a fire fighter may be eligible, fire fighters shall be granted military leave without pay to perform their military service obligations. A fire fighter may elect to use any accrued vacation leave or accumulated sick leave in lieu of unpaid leave for all or part of the fire fighter's absence from duty due to military service.
- (d) While a fire fighter is on military leave, eligibility for vacation and sick leave accrual shall not be affected, and a fire fighter shall be entitled to all benefits afforded under this Agreement to fire fighters who are absent for reasons other than military service.

Section 13. Unpaid Leaves of Absence

- (a) A leave of absence without pay for up to one (1) year may be granted to a fire fighter at the discretion of the Fire Chief.
- (b) The Fire Chief may grant such leave when it is in the best interests of the City to do so. Any such leave should be requested by the fire fighter as far

in advance as is reasonably possible. Failure to return from any such leave of absence by the designated return date will be considered a resignation.

- (c) Periods of leave without pay in excess of thirty (30) calendar days will not be considered for purposes of vacation or sick leave accrual, or any other benefits normally available to the fire fighter with the exception of medical insurance. The City's obligation to contribute its portion of medical insurance premiums will continue for no longer than one (1) year. The employee's portion of medical benefits may be continued at the fire fighter's expense in accordance with applicable laws or if prior arrangements have been made.

Article XIX

MILEAGE ALLOWANCE

Fire fighters using their personal vehicles to conduct City business shall be entitled to mileage reimbursement in accordance with the City and County of Denver Fiscal Accountability Rule 10.7, and any revisions thereto made during the term of this Agreement.

Article XX

RETIREE HEALTH

Section 1. If this Article is declared by a court of competent jurisdiction to be unenforceable, the monies specified herein will be used for a purpose that benefits the bargaining unit and that is mutually approved by the Union and the City.

Section 2. Post Employment Health Plan

- (a) The City agrees to participate in the Post Employment Health Plan (PEHP), Health Care Insurance Premium Sub-account, for Collectively Bargained Public Employees (Plan) in accordance with the terms and conditions of the Plan's Participation Agreement, a copy of which has been provided to the City. The Plan Administrator for the Plan shall be mutually agreed upon by the City and the Union and the City agrees to contribute to the Plan as set forth in this Article. The parties agree to the creation of a three-person PEHP advisory committee. The committee shall consist of an active firefighter appointed by the Union, a retired firefighter appointed by the Chief, and an appointee of the Denver Office of Human Resources (OHR) as voting members of the committee. The OHR shall provide one non-voting member to act as secretary appointed by the City. The PEHP advisory committee will be responsible for making plan administrative and coverage decisions, including approval of an investment menu, as may be required by the PEHP third-party administrator. Since committee members may not qualify for governmental immunity, the City shall provide adequate fiduciary errors and omissions insurance to the committee members, and any other insurance determined necessary by the Denver Director of Risk Management.

- (b) Except as provided in subsection (c), upon termination of employment for any reason (which does not include death), one hundred percent (100%) of the eligible fire fighter's accumulated sick leave and accrued but unpaid vacation that would have otherwise been paid to the eligible fire fighter had the City not participated in the Plan shall be contributed to the Participant's Health Care Insurance Premium Reimbursement Sub-account. Those fire fighters who separated from service prior to January 12, 2005 shall not be subject to the Plan. This subsection (b) is further subject to the following restrictions:
 - (1) The City shall deduct any overpayments to the fire fighter or other legal offsets due to the City from the fire fighter prior to making the contribution to the Participant's Health Care Insurance Premium Reimbursement Sub-account; however, before overpayment deductions and other legal offsets are made from accumulated sick leave and accrued but unpaid vacation, the City will first make the deductions and offsets from other compensable absences of the fire fighter, if any, and then any remaining balance shall be deducted and

offset from the accumulated sick leave and accrued but unpaid vacation.

- (c) Fire fighters who are eligible for fully paid family retiree medical benefits through TRICARE or by their status as a Native American through the Bureau of Indian Affairs medical benefit programs shall not be eligible for or subject to the contribution amount set forth in Section 2(b).

Section 3. For the duration of this Agreement, the City's contribution to either the Fire and Police Pension Association Statewide Health Care Defined Benefit Plan (FPPA plan) or the Post Employment Health Plan (PEHP) shall be one and one-quarter percent (1.25%) per year of base pay on behalf of each fire fighter.

Article XXI

DEATH AND DISABILITY CONTRIBUTION

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

Article XXII

WAIVER AND NOTICE

- Section 1.** Failure of the City to enforce, or insist upon the performance of any term, condition or provision of this Agreement in any one or more instances shall not be deemed a waiver of such term, condition, or provision. No term, condition or provision of the Agreement shall be deemed waived by the City unless such waiver is reduced to writing and signed by an agent of the City who has actual authority to give such a waiver. If such written waiver is given, it shall apply only to the specific case for which the waiver is given and shall not be construed as a general or absolute waiver of the term, condition or provision, which is the subject matter of the waiver.
- Section 2.** Where any provision of this Agreement requires that any notice or information be given by the Union to the City within specified time, such requirement will not be met unless the official of the City specified herein who has actual authority to receive such notice actually receives the notice or information within the time limit specified in this Agreement.

ARTICLE XXIII

ENTIRE AGREEMENT

- Section 1.** The City and the Union shall not be bound by any requirement which is not specifically stated in this Agreement. Specifically, but not exclusively, the City and the Union are not bound by any past practices of the City or the Union, or understandings with any labor organizations, unless such past practices or understandings are specifically stated in this Agreement.
- Section 2.** The Union and the City agree that this Agreement is intended to cover matters affecting wages, rates of pay, grievance procedure, working conditions and other terms and conditions of employment and similar or related subjects, and that during the term of this Agreement, neither the City nor the Union will be required to negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement.
- Section 3.** Notwithstanding any other provisions of this Agreement to the contrary, in the event that any Article, or Subsection(s) thereof, of this Agreement shall be declared invalid by any court of competent jurisdiction, or by any applicable State or Federal law or regulation, or should a decision by any court of competent jurisdiction or any applicable State or Federal law or regulation diminish the benefits provided by this Agreement, or impose additional obligations on the City, the parties shall negotiate on the Article or Subsection(s) thereof affected. All other provisions of this Agreement not affected shall continue in full force and effect.

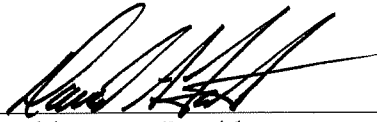
Article XXIV

EFFECTIVE DATE, RATIFICATION AND TERMINATION

- Section 1.** This Agreement shall be effective January 1, 2023 and shall continue to and include December 31, 2025.
- Section 2.** This Agreement is subject to ratification by the fire fighters of Denver Fire Fighters Local 858, IAFF, AFL-CIO, and the approval of an adopting ordinance by the City before the Union or the City is bound by the terms of this Agreement.

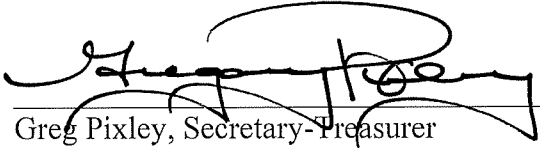
DENVER FIRE FIGHTERS – LOCAL 858

CITY AND COUNTY OF DENVER



David Foster, President

Michael B. Hancock, Mayor
City and County of Denver



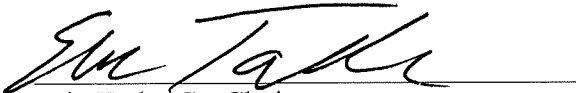
Greg Pixley, Secretary-Treasurer

ATTEST:



Aaron Abrams, Chair
Bargaining Committee

Paul D. López, Clerk and Recorder



Eric Tade, Co-Chair
Bargaining Committee

REGISTERED AND COUNTERSIGNED:

Brendan Hanlon, Chief Financial Officer

Timothy M. O'Brien, Auditor

APPROVED AS TO FORM:

Kristin M. Bronson, City Attorney
City and County of Denver

RECOMMENDED AND APPROVED:

By: _____

Armando Saldate, Executive Director
Department of Safety

Contract Control Number: SAFTY-202263373-00
Contractor Name: Denver Firefighters Local 858

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of: 6/27/2022

SEAL



CITY AND COUNTY OF DENVER:

ATTEST:

DocuSigned by:
Audrey Kline
E0F80F844070488...

Deputy Clerk and Recorder
Audrey Kline

By: DocuSigned by:
[Signature]
63CED49339814EC...

Mayor
Michael B. Hancock

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By: DocuSigned by:
[Signature]
D0DA009373E241F...

Senior Transactional Attorney
Olayinka L. Hamza

REGISTERED AND COUNTERSIGNED:

By: DocuSigned by:
Brendan J Hanlon
978CC37373F64C1...

Chief Financial officer
Brendan J Hanlon

By: DocuSigned by:
[Signature]
0209594F0B7045D...

Auditor
Timothy M. O'Brien