DENVER FIREFIGHTERS – LOCAL 858

IAFF, AFL-CIO

AND

CITY AND COUNTY OF DENVER

2016-2018 FIRE FIGHTERS AGREEMENT

JANUARY 1, 2016 THROUGH DECEMBER 31, 2018

2015-0213

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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 his/her employment or continued employment by the City, and there shall be no discrimination against any fire fighter on account of his/her membership or non-membership in the Union.

Section 2. It is recognized that all fire fighters may or may not join the Union, at the individual's discretion.

Section 3. It is further recognized that the Union, as the exclusive bargaining representative of all fire fighters owes the same duties to all fire fighters, whether Union members or not, and provides benefits and services to all fire fighters whether Union members or not. Therefore, all fire fighters shall as a condition of continued employment, within thirty (30) days of the effective date of this provision or within thirty (30) days of the date of hire, whichever is later, either be a member of the Union and pay Union dues or pay an agency fee to the Union in an amount equal to the actual cost of representation which shall not exceed the uniform Union dues, assessed uniformly against all Union members. The Union shall notify non-members who pay an agency fee of their rights, duties, and responsibilities.

Section 4. Any fire fighter who is a member of and adheres to established tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to financially support the Union as a condition of employment; except that as a condition of employment, such employee shall be required to pay, in lieu of "fair share" payment, sums equal to such "fair share" payment to one of the following non-religious, non-labor organizations all of which are exempt from taxation under 26 U.S.C. § 501(c)(3): Denver Fire Fighters Burn Foundation, the Salvation Army, Muscular Dystrophy Association, or the Denver Fire Fighters Protective Association Relief Fund.

Section 5. 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, (2) the amount of agency fee, equal to the actual cost of representation which shall not exceed the uniform Union dues, uniformly assessed against fire fighters who are not Union members, and (3) 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 6. 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 Sections 3, 4 or 5 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 his/her 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 his/her 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 his/her 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 his/her 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 his/her 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 his/her 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 his/her 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 his/her 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 his/her 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

DISCRIMINATION

Neither the City nor the Union shall discriminate against any fire fighter on the basis of race, creed, color, gender, sexual orientation, politics, religion, national origin or membership or non-membership in a labor organization.

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.

Section 3. The Department shall provide the union with written copies of and will email to the President and Secretary Treasurer all new or revised:

(a) department orders;
(b) directives;
(c) guidelines;
(d) Fire Chief and Division Memoranda (currently those denominated FCM, OPS, TRN, FPB, TEC and ADM); and,
(e) a quarterly listing of fire fighters in alpha and assignment sequence.

Article VIII

CALL BACK COMPENSATION, FIRE FIGHTER OBLIGATION, AND OVERTIME

Section 1. If, in the sole opinion of the Fire Chief or his/her 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 his/her immediate designee.

(a) A recalled fire fighter of the following ranks or assignments:

Fire Fighter Fourth Grade
Fire Fighter Third Grade
Fire Fighter Second Grade
Fire Fighter First Grade
Technician
Engineer
Fire Systems Technical Specialist
Mechanic
Lieutenant
Captain

shall be compensated at the rate of time and one-half (1-1/2) of his/her 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 his/her 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.

(b) A recalled fire fighter holding the rank of Assistant Master Mechanic, Assistant Superintendent of Fire Alarm, Master Mechanic, Superintendent of Fire Alarm, or Assistant Chief shall be compensated in cash or in the form of compensatory time off, at the rate of their regular rate of compensation, computed on an hourly basis, for time actually worked, when called back to duty during normal time off. Such time off shall be taken within one (1) year of the time at which it is earned, provided that the time to be taken off is approved by the Fire Chief or his/her designee in writing.

Section 2. In the event that a fire fighter other than a person holding the rank of Assistant Master Mechanic, Assistant Superintendent of Fire Alarm, Master Mechanic, Superintendent of Fire Alarm, or Assistant Chief is called upon to work overtime in excess of fifteen (15) minutes after his/her regular shift has ended, the fire fighter shall be compensated at the rate of time and one-half (1-1/2) of his/her regular rate of compensation for all overtime worked after his/her 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 his/her designee in writing.

An Assistant Master Mechanic, Assistant Superintendent of Fire Alarm, Master Mechanic, Superintendent of Fire Alarm, or Assistant Chief who works overtime in excess of fifteen (15) minutes after the end of a regular shift shall be compensated, in cash or in the form of compensatory time off, at the chief's discretion, at the rate of their regular rate of compensation, computed on an hourly basis, for overtime actually worked. Such time off shall be taken within one (1) year of the time at which it is earned, provided that the time to be taken off is approved by the Fire Chief or his/her designee in writing.

Section 3. If a fire fighter of the following ranks or assignments:

Fire Fighter Fourth Grade
Fire Fighter Third Grade
Fire Fighter Second Grade
Fire Fighter First Grade
Technician
Engineer
Fire Systems Technical Specialist
Mechanic
Lieutenant
Captain

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.

An Assistant Master Mechanic, Assistant Superintendent of Fire Alarm, Master Mechanic, Superintendent of Fire Alarm, or Assistant Chief required to attend court, when such attendance is due to job-related matters, during hours other than scheduled working hours, shall be compensated therefor in cash or in the form of compensatory time off, at the discretion of the Chief, at the rate of their regular rate of compensation, computed on an hourly basis, for a minimum of two (2) hours or for time actually worked, whichever is greater. Such time off shall be taken within one (1) year of the time at which it is earned, provided that the time to be taken off is approved by the Fire Chief or his/her designee in writing.

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 his/her 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 his/her designees to ensure the service-ability of each fire fighter's uniforms and turnout gear.

Section 4. If a non-uniformed fire fighter sustains line-of-duty damage to his/her 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 his/her designated representative.

Section 5. Fire fighters assigned to the Fire Investigation Division and who are required to wear firearms, shall receive from the City a $400.00 per year firearm allowance pro-rated for the time a firearm was required. Proration will be based on monthly increments only. Eligibility for a given month will be credited if said assignment is effective on or before the 15th day or transfer from the Fire Investigation Division is after the 15th day of the month. 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.

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. Effective January 1, 2016, 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.

Article X

INSURANCE, HEALTH AND SAFETY

Section 1. 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, the City shall offer a high deductible plan with a health savings account, a co-pay based HMO 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 individual 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 Health Savings Account (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) one hundred dollars ($100) if the fire fighter is enrolled in an employee only plan; or (2) two hundred dollars ($200) if the fire fighter is enrolled in an employee plus spouse, employee plus child(ren) or family plan. The City's contributions to the fire fighter's HSA will be limited to 24 consecutive months, provided the fire fighter is still employed by the City and continues to be enrolled in a high deductible medical insurance plan offered by the City.

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.

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 a physician's services and assistance on all multi-alarm emergencies. Occupational injuries or diseases shall be treated under Revised Municipal Code Sections 18-307 to 18-312.

Section 4. In the event a fire fighter is killed in the line of duty or dies from injuries sustained in the line of duty, the City shall pay the cost of reasonable funeral expenses up to a maximum of $10,000, 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 and children of the fire fighter, subject to the following conditions:

a. The payments for a surviving spouse 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.

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 his/her 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, 2016	$79,321
Effective January 1, 2017	$80,907
Effective July 1, 2017	$82,525
Effective January 1, 2018	$85,001

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 111% 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.

Section 2. **Longevity Pay**. All fire fighters, upon reaching their fifth (5th) anniversary date of employment shall be paid longevity pay. Effective January 1, 2010, fire fighters shall be paid at a rate of $12.00 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 he/she is 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 dollars ($100) per month.

Section 5. Assignment Pay: Fire Fighters assigned to perform the following duties, in addition to their regular pay shall receive the following:

Suppression Specialty Operation Officers and Engineers: $150 per month.

Shift Commanders: Shift Commanders shall be paid 7.5% above the Assistant Chief rate of 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)
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 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 his/her 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 his/her 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 his/her birthday, as set forth in this Article, shall be paid a holiday premium in addition to his/her 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 he/she 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 his/her Kelly day, he/she 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.

Article XIV

VACATION

Section 1. Each fire fighter shall accrue vacation leave at his/her 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.

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

Section 3. If the fire fighter's third (3rd), tenth (10th) or fifteenth (15th) anniversary of his/her hiring date occurs on a day other than the first day of the month, he/she 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) or tenth (10th) anniversary date of hire falls on a day after the fifteenth (15th) day of the month, he/she 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 he/she 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 his/her 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 his or her 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 his/her 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 his/her 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 his/her 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.

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 only by an aggrieved fire fighter. The aggrieved fire fighter must reduce his/her 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 his/her 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.

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 his/her 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 his/her designated representative will give the aggrieved fire fighter, through the Union Grievance Committee, his/her 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 is 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 eight (8) 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 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 his/her 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 his/her 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 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 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.

Article XVIII

SICK LEAVE

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, he/she will be credited with sick leave for the full month only if he/she 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, he/she 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 his/her accumulated sick leave reserve.

Section 4. On December 31st of each year, after the fire fighter has accumulated his/her 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 his/her 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 his/her 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 his/her 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 his or her regular rate of pay at the time of such termination for all accumulated sick leave and vacation time due to him or her in hours at the termination of his or her 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. Prior to separation of service for any reason 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 60 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.

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 his or her death shall be paid to his or her 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 immediate family.

a. "Immediate family" is defined as spouse, son, daughter, mother, father, grandparents, grandchildren, brother, sister, in-laws or spousal equivalent as defined by the City.

b. The amount of sick leave granted for parental leave or for necessary care of a sick member of an employee's immediate 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.

(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) Confirmation of Illness/Injury

a. If malingering is suspected, the Division Chief shall visit or have a supervisor visit the fire fighter at the earliest reasonable time, during the hours of the reporting fire fighter's scheduled work days, to verify the authenticity of the illness or injury of the fire fighter or immediate family member.

b. Whenever the Division Chief has reason to believe a physical examination is necessary to determine the condition of a fire fighter off duty because of personal illness or injury, that fire fighter shall submit to a physical examination as directed by the Department. A fire fighter off duty due to illness or injury shall authorize his/her attending physician to release information regarding his/her condition and ability to perform certain duties to the Division Chief and the Chief.

c. Fire fighters off duty due to the illness or injury of an immediate family member, shall, upon request of the supervisor, provide written verification from a physician of the illness or injury of the immediate family member and the necessity of having the fire fighter present to render care.

(6) Fire fighters off duty due to personal illness or injury or illness or injury of an immediate family member, shall not leave the metropolitan area of Denver or be more than ten (10) miles from their residence without permission of their Company Officer and the approval of the Chief.

(7) 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 his or her 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 husband, wife, 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) calendar days, unless the Chief or his/her 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 his/her 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.

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.

(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~~; and~~

(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 Heath Care Defined Benefit Plan (FPPA plan) or the Post Employment Heath Plan (PEHP) shall be one percent (1%) 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. Should any provision of this Agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Article XXIV

EFFECTIVE DATE, RATIFICATION AND TERMINATION

Section 1. This Agreement shall be effective January 1, 2016 and shall continue to and include December 31, 2018.

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

Scott Simpson, President

Phil Cordova, Secretary-Treasurer

Derrick Delgado, Chair
Bargaining Committee

CITY AND COUNTY OF DENVER

Michael B. Hancock, Mayor
City and County of Denver

ATTEST:

Debra Johnson, Clerk and Recorder

REGISTERED AND COUNTERSIGNED:

Cary Kennedy, Manager of Finance

Dennis J. Gallagher, Auditor

APPROVED AS TO FORM:

D. Scott Martinez, City Attorney
City and County of Denver

By: _____

RECOMMENDED AND APPROVED:

Stephanie O'Malley, Executive Director
Department of Safety

Contract Control Number: SAFTY-201522059-00

Contractor Name: DENVER FIREFIGHTER PROTECTIVE ASSOCIATES

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By_____

_____

APPROVED AS TO FORM:

D. Scott Martinez, Attorney for the City and County of Denver

By_____

REGISTERED AND COUNTERSIGNED:

By Please see MOU

By_____