

**City of Boulder
and
International Association of
Firefighters, Local #900
Collective Bargaining Agreement
January 1, 2022 – December 31, 2023**



City of Boulder
and
International Association of Fire Fighters Local #900
2022 / 2023 Agreement

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PREAMBLE

The following Agreement by and between the City of Boulder, herein referred to as the "City", and Local #900, International Association of Fire Fighters, herein referred to as "Local #900", is designed to promote and maintain a harmonious relationship between the City and such of its employees who are within its provisions in order that more efficient and progressive service may be rendered. For the purpose of clarification, this Agreement covers, applies to, and protects all Fire Department positions up to and including the rank of Fire Captain. The City shall make/create policy with full regard to **Article XIV. Management Rights and Responsibilities, Section 7.**

It is understood that this Agreement was negotiated in good faith and shall not be violated or abridged, in any way by either party.

The City of Boulder and Local #900 of the International Association of Fire Fighters have agreed that effective January 1, 1978, the Labor Agreement shall be included as a part of the Boulder Fire Department's "policies and procedures".

DEFINITIONS

48/96 shift schedule: A three-battalion system in which employees work two consecutive twenty-four hour shifts for a total of forty-eight (48) hours, and then have ninety-six (96) consecutive hours off. A typical work period is as follows: X=work day and O=day off XXOOOOXXOOOOXXOOOO and so on.

On Call Battalion: The shift on their second and third days of their scheduled four days off.

O O O O X X O O O O X X O O O O

Off Duty Battalion: The shift on the first and fourth days of their scheduled four days off.

O O O O X X O O O O X X O O O O

Paging: To meet the intent of this contract whenever reference is made to "a page," it is understood that the notification may be made by a call to a phone, cell phone, or pager.

Receipt - shall mean, in the event of hand delivery the date when any document or notice is actually delivered to the office of the appropriate party, and in the event of delivery by mail, three (3) days after the date appearing on the postmark on the correctly addressed envelope containing such document or notice.

Reproductive health: Male and female wellness with respect to conceiving, fetal care, and birth (ref: Article XXIV).

Shift: Twenty-four continuous hours beginning at 0700 each day.

Submitted or Rendered - shall mean in the event of actual hand delivery, the date when the document or notice is delivered to the office or the appropriate party, and in the event of delivery by mail, the date of the postmark appearing upon the correctly addressed envelope containing the document.

Transitional duty (or light duty): Non-hazardous, duty in the City available to all full-time, permanent, and probationary workers. Guaranteed, but not required (ref: Article XXIV).

Work cycle: Two regularly scheduled consecutive twenty-four hour shifts.

City of Boulder
and
International Association of Fire Fighters, Local # 900
2022/ 2023 Agreement

ARTICLE I. RECOGNITION

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- A. The employees of the Boulder Fire Department, by a majority, have selected Local #900 as their Bargaining Agent.
- B. The City hereby recognizes Local #900 as the exclusive Bargaining Agent on behalf of all fire fighting personnel up to and including the rank of Fire Captain with respect to wages, hours of work, fringe benefits, and grievance procedure.
- C. Union officials or representatives and pension board members shall be granted time away from their assigned duty station, with prior approval of the Fire Chief or his/her designate, in order to conduct Union or pension board business.

ARTICLE II. LOCAL #900 TO RECEIVE COPIES OF THIS AGREEMENT

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- A. The City shall furnish one written copy of this Agreement to every member of Local #900.
- B. The Bargaining Unit shall supply the City with a signed statement from all employees indicating they have a copy of this Agreement and that they should read and abide by it.

ARTICLE III. TERM OF AGREEMENT

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- A. The non-economic portion of this Agreement shall be in effect from the first pay period of 2022 through the last pay period of 2023 and from year-to-year thereafter unless, during March of any given year thereafter, either the City or Local #900 shall serve to the other written notice of a desire to modify this Agreement, in which event negotiations concerning modifications will be held.

For the term of this non-economic Agreement, the application of Fire Department rules, regulations, policies, procedures, programs, or directives not included in this Agreement shall be guided by past practices. Changes in interpretation of such matters shall be subject to grievance within the grievance procedure of this Agreement. Nothing in this section shall interfere with or preclude Management's right as described under Article XIV. **Management's Rights and Responsibilities, section 7.**
- B. The economic terms of this Agreement shall be in effect from the first pay period of 2022 through the last pay period of 2023 and from year-to-year thereafter unless, during March of any given year thereafter, either the City or Local #900 shall serve to the other written notice of a desire to modify this Agreement, in which event negotiations concerning modifications will be held.

ARTICLE IV. WAIVER

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- A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated upon and the agreements contained in this Agreement were arrived at after the free exercises of such rights and opportunities. Therefore, the City and Local #900, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, except that any subject or matter may be resolved after the negotiation process is completed by a negotiated addendum to this Agreement, that is, by "Letter of Agreement" signed by both parties, and subject to ratification by the body of Local #900 and approval of the City Manager. Every effort will be made to arrive at equitable solutions whenever a problem exists.

ARTICLE V. SAVINGS CLAUSE

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- A. If any provision of this Agreement is found to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, it shall be declared null and void and no longer in effect. Such language shall then be subject to renegotiation by the City and the Bargaining Unit. All other provisions of the Agreement shall remain in full force and effect for the duration of the Agreement.
- B. No action or ruling by state or federal government or of any court or any state or federal administrative agency shall be subject to the grievance procedure even though such action or ruling may abridge some portion of this Agreement.

ARTICLE VI. CHECK-OFF

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- A. During the life of this Agreement, the City agrees to deduct a single flat rate for Union membership dues levied by Local #900 in accordance with the Constitution and By-Laws of Local #900 from the pay of each employee who executes or has executed an "Authorization for Check-Off of Dues" Form as provided in section B. of this Article.

- B. "Authorization for Check-Off of Dues" Form:

To: City of Boulder
Human Resources Department

"I hereby authorize the City of Boulder to deduct from my earnings the regular monthly dues (uniform in dollar amount), which I am required to pay as a condition of maintaining membership in good standing in Local #900, International Association of Fire Fighters, AFL-CIO, in the amount certified by the President of Local #900, and further authorize the remittance of such amount to the Union in accordance with the currently effective agreement between the City and the Union. This authorization is revocable by a notice in writing to the Human Resources Department and Local #900.

I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and, further and separately, relieve the City, any department of the City, the Union and all their officers, representatives or agents from liability thereafter."

Name/Social Security Number

Signature/Date

- C. A request for any change in the monthly flat dollar amount must be submitted no later than three (3) weeks prior to the beginning of the pay period in which the change is to take effect. Changes must be requested in writing by the President of Local #900.
- D. The City shall not be liable to Local #900 by reason of the requirements of this Article for the remittance of payment of any sum other than that constituting actual deductions made from employee wages earned.
- E. This Article shall not be interpreted or enforced in such a manner as to deny any employee any right guaranteed by the Constitution of the United States of America.

ARTICLE VII. NON-DISCRIMINATION

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- A. Neither the City nor Local #900 shall discriminate against or in favor of any employee of the City in any personnel action governed by this contract or any other action under this contract on the basis of any category protected by law or political or union activity (other than those union activities prohibited by this agreement).
- B. Management and Local #900 agree not to interfere with the right of employees to become or not to become members of Local #900 and further, that there shall be no discrimination or coercion against any employee because of Local #900 membership or non-membership.

ARTICLE VIII. AGENCY SHOP

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- A. All employees covered by this Agreement and who decline membership in Local #900 may, at the end of thirty (30) days following the date of their hire, begin a monthly payment of money equal to dues as required by the Local according to its constitution and bylaws as a condition of maintaining membership in good standing of the Local.

A special fund entitled "Local #900 Benevolent and Welfare Fund" shall be established by Local #900 and all money contributed, as indicated above, shall be placed in this Fund and used for no other purposes than benevolent and welfare activities, which may include: flowers expressing sympathy or congratulations to friends of Local #900 and Local #900's death benefit contribution.

A record of all money paid to and from this Fund shall be maintained by Local #900 and any employee contributing money to this Fund shall have the right to periodically review its financial record.

- B. Employees otherwise eligible for inclusion in the bargaining unit, as outlined in this Agreement, shall be free to join, or refrain from joining Local #900 and shall not be coerced by either party to this Agreement.

ARTICLE IX. MAINTENANCE OF FIRE DEPARTMENT FACILITIES

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- A. Maintenance work performed on Department facilities or equipment shall exclude any work which, according to City ordinances, requires a contractor's license.
- B. It is the City's specific intent that Fire Department facility maintenance shall continue to be subordinate to fire service goal related tasks.

ARTICLE X. SAFETY AND HEALTH COMMITTEE

10

A. Purpose

In order to provide and maintain the highest standards of employee safety and health, the City under the direction of the Fire Chief, is responsible for occupational safety and health. To help provide a safe work environment for all employees, the City and Local #900 agree to establish a departmental safety and health advisory committee.

B. Membership

The committee will be comprised of three (3) members from management and three (3) members from the Bargaining Unit with a seventh (7th) member being added to the committee when it is deemed necessary for the purpose of avoiding a stalemate on final recommendations being made to the Fire Chief. This member may be requested from the Occupational Safety and Health Administration or a person as agreed upon by Labor and management. Membership will be agreed upon by the bargaining unit and management with an emphasis on those that can provide the highest levels of input and response regarding overall safety of department.

Recommendations made by the Committee shall be submitted to the Fire Chief, City Risk Manager, and if applicable City Safety Committee. A written decision concerning all recommendations made to the Fire Chief, City Risk Manager and if applicable City Safety Committee will be sent to the Safety and Health Committee and City Manager.

C. Responsibilities of the committee:

- a. Meet monthly or as required (more frequently based on a specific event) in order to address complaints, review current safety related projects, review current safety related trends, make recommendation, set priorities for future budget assimilation.
- b. Provide a quarterly brief (written and/or oral) or as required (more frequently based on a specific incident) to the Fire Chief and/or designee and Union President and/or designee presenting committee issues and priorities while providing recommendations for future safe policies and procedures.
- c. Guide management on the provision of the appropriate level of protective equipment to personnel based on accepted standards and agreements.
- d. Coordinate with City Risk Manager to ensure City safety polices and procedure are being implemented and provide an issues list to the City Risk Manager relative to facilities and potential hazards.

D. In order to provide a safe work environment for all employees, the following programs shall be established and the findings reported to committee:

- a. Accident review/Near miss reporting

- b. Safety Equipment inspections
 - c. Facility safety and design
 - d. Wellness/Fitness
 - e. Research & Development
- E. Equipment provided to employees will include but is not limited to the Firefighting ensemble; helmet, hood, turnouts, gloves, boots as well as safety equipment to include up to date airpacks and Personal Protective Equipment.
- F. A limited-term working group shall be established by the Health and Safety Committee to scope and develop a written proposal by the first quarter of 2020 to explore fully implementing the recommendations of the IAFF/IAFC WFI Initiative, to include improve the access to exercise facilities for on-duty personnel to be considered in the next bargaining session.

ARTICLE XI. STRIKES AND LOCKOUTS

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- A. The City agrees that so long as this Agreement is in effect there shall be no lockouts. Local #900, its officers, agents, members, and employees covered by this Agreement agree that so long as this Agreement is in effect, there shall be no strikes, sympathy strikes, sit-downs, slowdowns, stoppages of work, boycotts, or any unlawful acts that interfere with the City's operations.

ARTICLE XII. PROBATIONARY PERIOD

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- A. New Employees

New employees of the Fire Department are subject to a probationary period of twelve (12) continuous and uninterrupted months during which time they are subject to review of their competency to carry out the responsibilities of the position. If the Fire Chief decides that the new employee cannot pass the probationary trial, the new employee can be terminated without prejudice. The Fire Chief may extend this period for an additional three (3) months by informing the employee and the Human Resources Department of intent.

The completion of an employee's probationary period will be considered to occur on their evaluation date and not at the end of an exact twelve month period. Evaluation dates are established by the Human Resources Department based on the start of the pay period nearest to the employee's date of hire.

- B. Promotions and/or Transfers

Employees promoted or transferred from one division to another within the Fire Department are subject to a probationary period of six (6) months of continuous and uninterrupted service during which time their job performance will be reviewed to determine competency within that position.

At the discretion of the Fire Chief, the probationary period may be extended to a maximum of an additional three (3) months.

The completion of an employee's probationary period will be considered to occur on their evaluation date and not at the end of an exact six or three month period. Evaluation dates are established by the Human Resources Department based on the start of the pay period nearest to the employee's date of promotion or transfer.

Employees on probation following promotion who return to their former positions voluntarily, including employees who are promoted to Fire Department management positions from bargaining unit positions, shall assume their former duties without prejudice.

If the Fire Chief determines that an employee has failed probation, the employee may be returned to his/her former position without prejudice.

However, in the event no opening is available in the employee's former position, she/he may be assigned to the next lower available position within the Department but will receive the maximum pay of the position from which she/he was promoted. In such cases, the individual will be guaranteed the first available assignment to his/her former position.

- C. 1. Any time after probation is completed, an employee with less than satisfactory performance, as determined by the evaluating officer, shall be evaluated by a review board, if that evaluating officer has requested a return to probationary status or demotion to a lesser rank.

The review board shall consist of three (3) members holding the rank of Lieutenant or Fire Captain.

The selection of the board members will be:

- a. One by the employee being reviewed.
- b. One by the employee's immediate supervisor.
- c. One by mutual agreement of both the employee and the supervisor.
- d. If the parties involved are unable to agree upon the third board member, the employee with the greatest seniority within the ranks of Lieutenant or Fire Captain will automatically become the third member.

If, for any reason, this most senior member is unable to serve or has already been selected individually, the next most senior employee shall serve.

2. The review board may sustain, overrule, or recommend a lesser action than that proposed by the evaluating officer.

In any such case the Fire Chief may overrule the decision of the board and impose a less severe action.

3. If the review board determines demotion or a return to probation status is the appropriate action, such action will not be considered disciplinary and may not be grieved.
4. In order to implement this procedure, either the evaluating officer or the employee must request such in writing within ten (10) days of the date the performance evaluation is reviewed with the employee.
5. The board's decision in such cases is a recommendation and not binding should the evaluating officer or the Battalion Chief determine that more severe action is appropriate. Such may be subject to grievance as prescribed by **Article XVI. Grievance Procedure.**

- D. The termination of new department employees during their initial or extended probation shall not be subject to the grievance procedure.

The return of employees to their former position following promotion shall not be subject to the grievance procedure.

- E. Persons on probation will not act in a higher position or rank in which he/she has not been previously certified. However, such an employee may be required to act in a higher position in the event of an active emergency situation, which necessitates his/her so acting to protect life and property.

ARTICLE XIII. DISCIPLINE AND DISCHARGE

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A. Purpose

Positive Discipline is a program designed to solve the types of problems that have a detrimental effect on Fire Department operations, safety, honesty, and morale. Unlike most traditional discipline systems, Positive Discipline minimizes the use of punishment to correct problems. The focus is on communicating an expectation of *change* and *improvement*. The goal is to prevent, limit, and minimize incidents that lead to three categories of problems: Conduct, Performance and Attendance.

- B. Among the rights and responsibilities retained as the sole function of Management, but by no means wholly inclusive of them are, except as abridged by this Agreement: The right to suspend, discharge, or otherwise discipline for just cause.

Pursuant to the terms of this article, the department will craft a disciplinary policy based on the principles of positive discipline.

Changes to the disciplinary policy shall only be made with the consent of the E-board of Local #900 and the Fire Chief or their designees.

1. Definition

Disciplinary action shall be divided into two (2) separate categories: (1) informal and (2) formal.

a. Informal:

Informal disciplinary action shall be defined as any coaching, counseling, or mentoring process. The intent of the informal process is to resolve the problem informally without having to resort to formal disciplinary measures.

Employees who receive informal disciplinary action may not use the grievance procedure.

b. Formal:

Formal disciplinary action shall be defined as any disciplinary process from written warning to termination. Formal disciplinary measures shall be divided into two (2) separate categories: (1) Minor and (2) Major. Union representation shall be made available at any time if formal disciplinary action is being considered.

Minor disciplinary action is not severe and places an employee on written notice by the supervisor that failure to correct a problem could lead to major disciplinary action. Minor disciplinary action can be considered in future disciplinary actions for no less than 3, but no more than 6 months.

Employees who receive minor disciplinary penalties may use the grievance procedure to appeal such discipline to the Human Resources Director (Step 3), whose decision shall be final and binding and subject to no further appeal.

Major disciplinary action is more severe and places the employee on written notice by the supervisor that failure to correct a problem could lead to more serious discipline, including suspension, demotion, and/or termination.

Employees who receive major discipline may use the grievance procedure to process their appeal through to arbitration according to Step 4, **Article XVI. Grievance Procedure** of this Agreement.

2. The City shall initiate an investigation of possible disciplinary action within seven (7) days of the time it has knowledge of alleged employee misconduct with the exercise of reasonable diligence.

The employee will be notified of alleged misconduct and investigation immediately.

If such investigation will take longer than ninety (90) days, the City shall provide written notice of the reason for the extension to the President of Local #900.

In matters involving criminal activity, there shall be no time limit for the investigation or imposition of discipline.

3. When the department becomes aware of allegations of misconduct, and such allegations have a detrimental effect upon the employee's abilities to effectively function as a Fire Department Employee, the Fire Chief may reassign the employee to modified duty or place them on administrative leave with pay. Once the employee is placed on modified duty or administrative leave with pay, the Department shall initiate an administrative investigation and report their findings within ninety (90) days of the conclusion of the investigation. Upon receipt of the investigatory findings, the Fire Chief may impose appropriate discipline. Nothing in this paragraph shall preclude the Department and the employee from mutually agreeing to waive the ninety (90) day limit.

C. Nothing contained herein shall mandate whether or not back pay shall be given for any period of suspension or discharge, but shall be a matter resolved in grievance adjudication or arbitration.

D. Political Activities – refer to the current City of Boulder Conflict of Interest policy.

E. An employee who voluntarily resigns his/her standard position as Engineer, Lieutenant, Assistant Fire Marshal, Fire Inspector, or Fire Captain can return to his/her previously held position, if available, or to the next lower position available below that previously held rank. To exercise the provision the employee must have tested for, been assigned to and successfully completed probation for the position to which he/she wishes to return.

ARTICLE XIV. MANAGEMENT'S RIGHTS AND RESPONSIBILITIES

A. Except to the extent expressly abridged by a specific provision of this Agreement, Management reserves and retains solely and exclusively, all of its common-law rights and responsibilities to manage the organization, as such rights and responsibilities existed prior to the execution of this Agreement. The sole and exclusive rights and responsibilities of Management, which are not abridged by this Agreement, shall include but are not limited to the right:

1. to determine the existence or nonexistence of facts which are the basis of a Management decision to establish or continue policies, practices, and procedures for the conduct of programs, and from time-to-time to change or abolish such policies, practices, or procedures;
2. to determine, and from time-to-time, redetermine the number, location, relocation, and types of operations, and the methods, processes and materials and equipment to be employed; to discontinue processes or operations or discontinue their performance by employees; to contract or subcontract for the attainment of public objectives;
3. to determine the number of hours per day or week, operations shall be carried on, except as specified by this Agreement; to select and determine the number and types of employees required;
4. to transfer, promote, or demote employees, or to layoff, terminate or otherwise fully or partially relieve employees from duty for lack of work or other legitimate reasons, and to determine the fact of lack of work;
5. to make and enforce reasonable rules for the maintenance of discipline, to determine the means and personnel by which departmental operations shall be conducted;
6. to suspend, discharge, or otherwise discipline employees for just cause; to take all necessary action to carry out the mission in emergencies; and to exercise complete control and discretion over the Department and technology of performing its function.
7. a. The City shall seek and consider recommendations from Bargaining Unit employees, through their elected officers, when establishing, changing, or abolishing Fire Department rules, regulations, policies, and/or procedures, the duties and pay grade of new jobs, and the classification of jobs.
 - b. 1. A meeting between the Fire Chief and the President of Local #900 or his/her designate shall be held each month to discuss items included, but not limited to, Section 7.a. above.
 2. A copy of any proposed rule, regulation, policy, or procedure formulated at a meeting shall be sent to the Bargaining Unit for review prior to any implementation.
 - c. The Bargaining Unit, through its elected officers, must respond to and/or establish a meeting with the Fire Chief or his/her designate at a mutually agreeable time within seven (7) calendar days of receipt of proposed rules, regulations, policies, and/or procedures.
 - d. The City shall provide the Union with written notice and a copy of any final changes in any Fire Department rule, regulation, policy and/or procedure, or job description/classification fourteen (14) days prior to effective date. This fourteen (14) day period may be shortened or waived if agreed upon by Local #900 and the City of Boulder.

ARTICLE XV. LAYOFF AND RECALL PROCEDURE

- A. When the City has determined the layoff of employees is required due to economic reasons or due to causes other than disciplinary actions, the displacement or layoff of employees shall be in accordance with relative seniority beginning with the most recently hired employee. Employees designated for layoff shall be given at least 30 days advance written notice of layoff.

1. In the case of employees with the same employment date, the determination of persons to be laid off shall be by random lottery. The lottery shall be drawn in the presence of Management representatives, two (2) Union representatives, and the persons who may be affected.
2. No new employee shall be hired until every laid off employee has been given the opportunity to return to work.
3. Notice of opportunity to return to work shall be given to the laid off employees on the basis of the most recently laid off employee to be the first reinstated. The progression of reinstatement shall be in order of descending seniority with the least senior laid off employee being the last reinstated.
4. Upon receipt of notice of opportunity to return to work, the laid off employee shall have four (4) calendar days to submit notice of acceptance or refusal of such opportunity. Failure to respond within four (4) days shall be considered as a refusal of such offer.
5. If an employee who has been laid off is working in other employment, she/he shall have an additional fourteen (14) days to notify his/her employer of his/her intent to return to the Fire Department. On the nineteenth (19th) day after his/her receipt of notice of the opportunity to return to employment with the City of Boulder Fire Department, she/he shall report for duty.
6. If an employee who has been laid off is not engaged in other employment at the time of receipt of notice of opportunity to return to employment with the City of Boulder Fire Department, such employee shall have four (4) days to respond to such notice. If she/he accepts the opportunity, she/he shall report for duty on the fifth (5th) day after his/her receipt of notice. Variation in the above stated time schedule may occur, subject to agreement among the Bargaining Unit, the City, and the employee.
7. If contact is not made between the laid off employee and the City in seeking to notify him/her by registered mail and telegraph or telephone within five (5) days, the City may contact the next senior laid off employee to fill the available open position. The employee bypassed in this manner shall become the senior employee next eligible for reinstatement.
8.
 - a. In the event a laid off employee, who has been employed outside the City is unable to return to work within the prescribed period, she/he may upon reasonable proof of such difficulty decline recall at that time.
 - b. An employee who declines recall, as indicated above, will retain his/her relative seniority position and may be recalled, as necessary, in the future.
 - c. An employee may so decline recall on only one (1) occasion.
 - d. When an employee declines recall, the City will proceed to the next individual scheduled for recall and notify him/her of the opportunity to return to work.
 - e. Should all laid off employees decline their opportunity for recall, the City will proceed through the recall list until it reaches the most junior employees necessary to fill recall needs. These employees will be required to return to work or give up all further rights to re-employment with the City.
 - f. This process will continue back through the recall list until all recall needs are met.

- g. If contact, as defined in subsection 7. above, is not made within five (5) calendar days, the City may contact the next senior laid off employee to fill the available opening. An employee bypassed in this manner shall become the senior employee next eligible for recall.
 - h. If a laid off employee refuses to be reinstated or fails to report, as agreed, she/he will thereby waive all further consideration of reinstatement.
9. An employee who is reinstated shall receive credit for full seniority in service time, excluding time of layoff, and shall fully retain all benefits accrued and unused prior to layoff.
- If allowed by the insurance carrier, employees laid off from the City may retain whatever group insurance programs they had at the time of layoff by converting to a private plan and by assuming the total cost of each benefit.
10. An employee recalled from layoff will receive the same prevailing rate of pay for the position held prior to layoff.

B. Reduction in Rank

Adjustment in position of rank or grade due to layoff, reclassification, or causes other than disciplinary reasons, shall be based solely on seniority in grade. The employee with the least seniority in grade to be the first affected.

- 1. Reinstatement to grade shall begin with the most senior displaced employee to be the first reinstated. Upon reinstatement to grade, the employee's time in grade shall exclude that time during which she/he worked out of grade.
- 2. The City shall give the employee working out of grade, written notice of the opportunity to return to his/her previous grade when such opportunity is available. The employee shall have four (4) calendar days from the time of receipt of such notice to submit notice of acceptance or refusal of such opportunity. Failure to respond within the prescribed four (4) day period shall be considered refusal to accept reinstatement to his/her former grade.
- 3. If an employee refuses the opportunity to return to his/her former grade, she/he shall have waived further consideration to such reinstatement unless otherwise agreed to among the City, the Bargaining Unit, and the employee.
- 4. No new appointments to any grade from which employees have been removed or adjusted due to layoffs, reclassifications, or causes other than disciplinary reasons, shall be made until every employee laid off or adjusted in rank has been given the opportunity to return to the position from which she/he was displaced.
- 5. An employee displaced from his/her grade due to layoffs, reclassification or causes other than disciplinary action, shall be reduced to the next lower rank. She/he shall then be considered the senior person in that grade, insofar as the effect of further reductions in grade and the effects on the employee group, as described above. This shall not be interpreted to mean that an employee cannot be reduced from several higher ranks until she/he is eventually laid off from the department.
- 6. An employee forced to transfer to a lower rated position due to economic layoff, shall maintain his/her current salary.

7. Should an employee refuse reinstatement to his/her former position, she/he shall have his/her salary reduced to the maximum salary for the position she/he is then holding.

ARTICLE XVI. GRIEVANCE PROCEDURE

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The purpose of this grievance procedure is to provide a way to resolve disputes and complaints concerning the interpretation or application of this Agreement. This procedure is motivated by the desire of the parties to settle disputes as promptly and as economically as possible. It assumes that there will be an earnest effort on the part of the parties to resolve disputes. It is intended to:

- Help resolve disputes and complaints in as efficient a manner as possible;
- Ensure that grievances are initiated promptly in order to avoid the accumulation of old disputes;
- Provide an opportunity for a hearing to every grievant who cannot resolve his or her grievance through informal discussions; and,
- Provide for formal arbitration in grievances arising out of the imposition of serious discipline that cannot be resolved by less formal methods.

In any instance where an employee believes that she or he has been underpaid pursuant to this Agreement, that employee shall, upon discovery of the error, bring it to the attention of the Chief and Deputy Chiefs. If the matter is not resolved informally and a grievance is filed to recover the underpayment, and if the employee prevails, the payment error shall be corrected on a retroactive basis for a period that extends back in time to a date that is not more than 180 days before written notice of the error was provided by the employee.

In any case in which it is determined that an employee has been overpaid pursuant to this Agreement, the overpayment shall be returned to the City immediately or as soon as reasonably feasible following a discussion with City management in which issues of the employee's personal hardship may be considered.

At any step of this grievance procedure, the Executive Board of the Bargaining Unit shall have final authority to decline representation of an employee in the grievance process if, in the judgment of the Executive Board, an employee's grievance lacks merit or justification under the terms of this Agreement or has been adjusted or settled to the satisfaction of the Executive Board.

- A. Once a grievance has been submitted in writing, it may not be materially changed throughout the grievance procedure.
- B. No grievance of a disciplinary action may be filed unless the employee who is the subject of the disciplinary action endorses and participates in the grievance.
- C. Only grievances settled by mutual agreement between the Bargaining Unit and the City may be cited as precedent.
- D. In the event a disciplinary action by the City affects more than one employee, each employee affected shall file an individual grievance. Local #900 and the City may agree in writing to combine groups of like grievances or to allow Local #900 to file a single grievance on behalf of all affected employees regarding a specific action. However, if the grievances of several employees are combined or consolidated, this shall not affect the individual treatment and consideration to be given to each employee's case.

- E. The grievance procedures of this Agreement shall not be applicable to grievances arising in the period between the termination of this Agreement and the effective date of its successor.
- F. Grievance decisions shall not be interpreted to change the meaning of the Agreement.
- G. Employees may be represented by a Bargaining Unit Official at any step of the grievance procedure.
- H. Whether or not an issue is grievable may ultimately be determined by the Article or Section of the contract specifically in question.
- I. The time limitations set forth in this grievance procedure may be altered by the written agreement of the parties with regard to any particular grievance.

With respect to the time limits set forth in this grievance procedure:

- 1. "Submitted" or "Rendered" - shall mean in the event of actual hand delivery, the date when the document or notice is delivered to the office or the appropriate party, and in the event of delivery by mail, the date of the postmark appearing upon the correctly addressed envelope containing the document.
- 2. "Receipt" - shall mean, in the event of hand delivery the date when any document or notice is actually delivered to the office of the appropriate party, and in the event of delivery by mail, three (3) days after the date appearing on the postmark on the correctly addressed envelope containing such document or notice, and in the event of e-mail, the first day the recipient is on shift following the sender sending an e-mail through the City's e-mail system to the recipient's City e-mail address.
- 3. In computing any period of time prescribed or allowed by this contract, the day of the act, event, or default from which the designated period of time begins shall not be included. Days shall be counted only as whole days and time shall not be computed on an hour or minute basis.
- 4. All time limits set forth in the grievance procedure refer to calendar days except holidays as defined in Article XXX.B. of this Agreement shall not be counted.
- 5. All time limits set forth in the grievance procedure may be extended by mutual agreement of the parties.

- J. The grievance procedure shall be as follows:

Step 1: Initial Complaint and Informal Discussion

An employee who believes he or she has a grievance shall attempt to resolve the issue informally by meeting with his or her immediate supervisor, if that supervisor is involved with the grievance the employee may meet with the next supervisor up the chain of command. The meeting shall take place within fourteen (14) days of the earliest of the following: (1) the date of the occurrence of the event that gives rise to the grievance; or, (2) the date upon which the aggrieved party, based upon the exercise of reasonable diligence, first had knowledge of the event giving rise to the grievance.

The failure of a grieving employee, or of the Union on behalf of that employee, to request a meeting within the fourteen (14) day period noted above will end the grievance process.

Step 2: Written Grievance

If a grievance is not resolved in Step 1 and the employee wishes to pursue it further, the employee shall reduce the grievance to writing, and submit it to the Fire Chief or designee within fourteen (14) days of the meeting described in Step 1. The document shall set forth the issues and contentions of the aggrieved party or parties and must allege violations of this Agreement with sufficient clarity and specificity so that the other party reasonable notice of the nature of the grievance.

The grievance must be signed by a Bargaining Unit Official and must be delivered to the Fire Chief and the Human Resources Director within prescribed time limits.

The employee and the Fire Chief, or the Chief's designated representative, shall meet within fourteen (14) days after a written notice of grievance has been received. The Fire Chief shall consider all evidence material and information presented at the meeting.

The Fire Chief, or the Chief's designee, shall render a decision on the grievance in writing to the employee and the Local #900 Grievance Committee within fourteen (14) days following the date of the Step 2 meeting. If a decision is not rendered within this period of time, the employee shall have a right to a hearing under the provisions of Step 3 of this procedure.

By written agreement, the employee and the Fire Chief may agree to skip the Step 2 process and proceed directly to Step 3 of this grievance procedure.

Step 3: Appeal to the Human Resources Director and Subsequent Response

Appeal of the Fire Chief's decision or appeal of disciplinary action imposed by the Fire Chief may be made, in writing, to the Human Resources Director by the employee and the Bargaining Unit grievance committee within fourteen (14) days after receipt of the Fire Chief's decision.

If requested by either the Human Resources Director or the grievant, the Human Resources Director or his/her designee shall conduct an administrative hearing to review events and circumstances involved in the grievance. At such hearing, the Human Resources Director or his/her designee and/or the grievant may call and cross-examine relevant witnesses and present written or verbal information. Such hearing shall be held within fourteen (14) days of the employee's request or within fourteen (14) days of appeal of the grievance if requested by the Human Resources Director or his/her designee. In addition, the Human Resources Director or his/her designee may conduct any further investigation or hold further meetings as she/he believes appropriate to attempt resolution of the grievance.

The Human Resource Director or his/her designee will issue a written answer to the grievant within fourteen (14) days, following the date of the last Step 3 meeting. If a decision is not rendered within this period of time, the employee shall have a right to a review and decision by the City Manager or by a Deputy City Manager. Any grievance not appealed to Step 4 within fourteen (14) days of the written answer described in this Step shall be considered abandoned and subject to no further appeal.

Step 4: Arbitration

If the grievance is not satisfactorily adjusted in Step 3, either party may, with reasonable promptness, but in no event later than fourteen (14) days from the date of the receipt of the Human Resources Director's written response, request arbitration. The Executive Board of the Union shall have the exclusive right to determine whether or not the employee's grievance shall be submitted to arbitration by the Union. The parties shall immediately attempt to agree upon an impartial arbitrator.

In the event the parties are unable to reach agreement upon the selection of an arbitrator within fourteen (14) days of the written request for arbitration, the parties will request a panel of seven (7) arbitrators from the American Arbitration Association. From this panel of seven (7) names, each party shall alternately strike three (3) names, the moving party striking first. The remaining arbitrator from the list shall be the impartial arbitrator.

A. The following shall apply to arbitration:

1. The arbitrator shall have the right to arbitrate grievances concerning the interpretation or application of this Agreement.
2. The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or any Agreements made supplementary hereto, nor any other matter not specifically provided for within the Agreement.
3. The decision of the arbitrator shall be final and binding upon the Bargaining Unit, the City, and the employee.
4. All costs of the arbitrator and the arbitration procedure shall be shared equally by both parties.

B. All parties to the grievance, the City, Local #900, and any individual employee or employees shall abide by all rules and regulations of the American Arbitration Association.

ARTICLE XVII. WORKWEEK

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A. 24-hour firefighters shall work 2912 hours per year..

1. 24-hour firefighters shall work a 48 / 96 shift schedule, a three-battalion system in which employees work two consecutive twenty-four (24) hour shifts for a total of forty-eight (48) hours, and have ninety-six (96) consecutive hours off. A typical work period is as follows: X=work day, O=off day: XXOOOOXXOOOOXXOOOO and so on.
2. The starting time for determining a twenty-four (24) hour shift shall be 7:00 a.m. of each calendar day.
3. The FLSA work period for firefighters working this shift schedule shall be one hundred six (106) hours over a fourteen (14) day period set by the City.

B. The normal workweek for other Fire Department employees shall be forty (40) hours based on a Monday through Friday five (5) day schedule.

1. Management shall have the right to deviate from this schedule to respond to specific Department needs such as, but not limited to, weekend or evening "rock concerts" or the inspection of shopping centers, restaurants, or other public places where weekend and/or evening activity is high.
 - a. When such changes in the employee's normally scheduled hours result in more than forty (40) hours worked, those extra hours worked will be at time and one-half.
 - b. Management shall attempt to provide twenty-four (24) hour notice of schedule changes. If twenty-four (24) hour notice is not given for schedule changes outside the normally scheduled hours, such changed work hours will be compensated at time and one-half.
 - c. This shall not apply to overtime and callback as described in paragraph G below.

- d. Upon mutual agreement between the Fire Chief and the employee, the employee may receive compensatory time off equal to time and one-half (1-1/2) all hours worked.
- 2. Additional positions may be assigned to any shift arrangement prescribed by the City, however, once established, such schedules shall not be subject to change except as agreed by the parties.
 - a. Should the need for such special shift schedule decrease, the Fire Chief may transfer employees to the "normal" Monday through Friday schedule.
- C. Paid leave shall not count as hours worked for the purposes of calculating FLSA overtime.
- D. Inter/Intra Shift Trades of Personnel
 - 1. Trades will be acceptable if the person trading has the same qualifications as the person she/he is relieving from duty. If a person is certified for the position for which she/he is trading for, then she/he will be allowed to trade. The City will not incur any expense for trades.
 - 2. Trades on overtime will be limited to six (6) hours for a 24 hour shift.
 - 3. No trades will be allowed on overtime for partial routine overtime callback unless approved by the Fire Chief or his/her designate.
- E. Any changes in the general department work schedule, as described in A. and B. above, shall be an appropriate subject for negotiations. Any schedule changed outside of the regular contract negotiations must be by mutual agreement of the City and Local #900.
- F. This Article shall not be interpreted as a guarantee of a minimum or maximum number of hours per week or year under conditions which, in the judgment of Management, are necessary for the operation of the Department and preservation of public safety.
- G. Nothing in this Article XVII. Workweek, shall be interpreted to prevent the Fire Chief from altering, changing, or modifying individual employee work schedules. Such alterations, modifications, or changes to individual work schedules shall not exceed nine (9) months.
- H. Personnel returned to duty or called back, or who may be required to work over their normal workday, will be compensated at the rate of time and one-half (1 ½) their regular contract hourly rate.
- I. Fire Department personnel shall receive one hundred twenty-five dollars (\$125) per pay period, in addition to their regular salary, as set forth in Article XIX. Wages, for carrying a department pager and making themselves immediately available for call back and overtime duty, as required by the Fire Chief.

ARTICLE XVIII. CALLBACK

A. Emergency Callback

- 1. A minimum of two (2) hours will be paid for each emergency callback for those members who log into the station book within a two-hour period immediately following the callback.

2. On partial callback an Officer, Engineer (certified or relief driver), and Fire Fighter, or combination consisting of a three (3) person engine and/or truck company will be called to staff remaining engine and/or truck as required.
3. Members at an emergency even though callback has not been made, will be considered to be on duty. Example: A member off-duty handles a car fire or a residential rescue by virtue of being coincidentally first on the scene.

B. Routine Overtime Callback for 24-hour Shift Employees

Routine overtime callback will be in accordance with established policy and procedures agreed upon by the Fire Chief or his/her designate and the executive board of Local #900. Changes shall only be made with the consent of the executive board of Local #900 and the Fire Chief or their designees.

1. The "Routine Overtime Callback" list will be sorted by shift, with the person with the least amount of overtime hours worked as the first person contacted.

People with equal hours will be sorted by seniority on the job with the most senior person being contacted first.

An employee may be offered multiple partial routine overtime assignments during a shift as long as the work hours do not overlap.

No person will be offered or accept, a routine or mandatory overtime if working the vacancy will cause them to work more than seventy-two (72) consecutive hours, without a minimum of a ten (10) hour break.

2. Procedure for Calculating Hours:

As soon as overtime is assigned to an employee those hours will be added to her/his accumulated overtime hours.

Accepting and Then Canceling Overtime:

Members who accept an overtime assignment and then cancel will be charged hours equal to the number of hours offered to them. This number will be added to their total accumulated overtime hours worked.

To encourage employees to take partial overtime, partials of less than twenty-four (24) hours will not be counted against the employees accumulated overtime hours.

Overtime shifts of any length worked on city recognized holidays will also not be charged to the employees accumulated overtime hours. This applies specifically to the shift starting at 0700 on the day of the city recognized holiday and ending at 0700 the following day.

Accumulated overtime hours worked will be reset to zero January 1st of each year.

When the overtime hours are reset each year, the position of each person on the list will not change.

Members will retain their position on the overtime list until they have amassed more hours than the person or persons below them, at which point they will move to the appropriate position that their total hours equal.

Shift transfers, promotions or new hires will enter the list at a point that is equal to the average hours of overtime worked, year to date, by all people on the list for that Battalion and they will be positioned on the overtime list accordingly. If there is a tie, they will enter according to seniority on the job.

3. Minimum Callback:

A minimum of six (6) hours will be paid and worked for any routine overtime callback.

If an employee is offered multiple overtimes in one day, other than an extended partial, the employee will be paid the minimum for each callback.

When routine overtime callback is cancelled on the day the overtime is to be worked the employee shall be compensated two (2) hours straight time.

C. Mandatory Overtime:

A separate list for "Mandatory Overtime" will be maintained.

If callback results in an insufficient number of employees to voluntarily meet overtime needs, the first person on the mandatory callback list will be required to work the overtime. This mandatory staffing procedure will only be implemented after all other options for staffing have been exhausted. Calculation of mandatory overtime hours will follow the procedures as set forth in **Article XVIII.B.2- Procedure for Calculating Hours.**

The on-duty employee may also be required to work until she/he can be relieved. No response in "mandatory overtime" may result in mandatory holdover.

- A person who has worked a mandatory overtime will retain their hours worked with every promotion or shift transfer and will be placed on the list accordingly.
- "Mandatory Overtime Lists" will run indefinitely without resetting each year.
- The "Mandatory Overtime Callback List" will be updated after each shift transfer or new hire.

D. Overtime at Shift Change

1. In order to maintain crew on duty at shift change, when an overtime callback is necessary, the following policy will prevail.
 - a. The person going off-duty in the position vacant at that time will remain on-duty until the callback person can arrive at the duty station, unless another member of the off-going crew volunteers to remain, and providing a crew qualified to act in all positions would be available. The Battalion Chief will be notified by the duty officer who is holding over and when the callback person arrives.
 - b. The person held over will be paid overtime for the actual time worked if the callback person is not at the duty station ready for duty at 0700 hours. The callback person will be paid the difference between twenty-four (24) hours and the time paid to the person held over. At no time will a total of more than twenty-four (24) hours be paid to one position.

E. Overtime Pay for Special Details

1. The Fire Chief or his/her designate may call back to duty any individual she/he chooses at overtime rate of pay for purposes other than those defined as emergency callback or for minimum staffing. The callback for other than emergency or minimum staffing will not affect the individual as to his/her standing on the callback list.
2. Should an employee accepting the special detail overtime become eligible for routine overtime callback according to **Article XVIII, Section B.**, at any time immediately preceding the special detail event, the procedure for routine overtime callback is in effect. The eligible employee will be given the opportunity to accept or refuse the routine overtime in place of the special detail.
3. If an employee accepts routine overtime and has accepted special detail overtime the following procedure will be followed: A partial routine overtime position will be created. The partial overtime list will be followed to satisfy minimum staffing for the duration of the special event. The employee will report to the special event site, at the conclusion of the event the employee will report to the duty station where he/she will complete the overtime shift.

ARTICLE XIX. WAGES

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- A. The 2022 salary schedules for the following positions will be paid, if the normal workweek is worked or fulfilled as paid leave. An adjusted salary schedule will be published in January of the subsequent years.

- Fire Fighter
- Wildland Fire Operations I
- Wildland Fire Operations II
- Fire Engineer
- Fire Lieutenant
- Fire Code Inspector – Lieutenant
- Assistant Fire Marshal – Captain
- Fire Captain

- B. Salary Schedule beginning pay period #1, 2022.

Effective upon signing of this agreement, all Captain positions shall be combined and referred to as "Fire Captain". Positions affected by this agreement include: Fire Station Captain, Training Captain, Assistant Fire Marshal, and Health and Safety Officer.

Conversion of these positions to one comprehensive job description will allow more department flexibility for assignments and provide opportunities for staff development. Incumbents in the rank of Assistant Fire Marshal Captain will remain in their position until a mutually desired change is made. This position will convert to "Fire Captain" when vacated. To be appointed to the rank of Fire Captain, members must have been selected from an official promotional list for the rank of Fire Captain.

	2022	2023
Base GSI	3.25%	3.25%

2022 International Association of Fire Fighters #900

3.25% Increase effective Pay Period #1, 2022

24 Hour/Shift Employees	Hourly Rate	Pay Period	Month	Annual
Fire Fighter Third Class	\$22.7439	\$2,547.32	\$5,519.20	\$66,230.37
Fire Fighter Second Class	\$27.2384	\$3,050.70	\$6,609.85	\$79,318.25
Fire Fighter First Class	\$31.8722	\$3,569.68	\$7,734.32	\$92,811.81
Fire Engineer (Acting)	\$33.5692	\$3,759.75	\$8,146.12	\$97,753.41
Fire Engineer	\$35.3181	\$3,955.63	\$8,570.53	\$102,846.35
Fire Lieutenant (Acting)	\$36.3565	\$4,071.93	\$8,822.51	\$105,870.12
Fire Lieutenant	\$38.2521	\$4,284.23	\$9,282.51	\$111,390.06
Lieutenant Acting as Battalion Chief	\$42.0433	\$4,708.84	\$10,202.50	\$122,429.97
Fire Captain (Acting)	\$40.1425	\$4,495.96	\$9,741.24	\$116,894.91
Fire Captain	\$42.2372	\$4,730.57	\$10,249.57	\$122,994.81
Fire Captain Acting as Battalion Chief	\$44.3321	\$4,965.19	\$10,757.92	\$129,095.02
40 Hour/Week Employees				
Wildland Operations Specialist I	\$39.7000	\$3,176.00	\$6,881.33	\$82,576.00
Wildland Operations Specialist II	\$44.8000	\$3,584.00	\$7,765.33	\$93,184.00
Fire Engineer (Acting)	\$46.9968	\$3,759.75	\$8,146.12	\$97,753.44
Fire Engineer	\$49.4453	\$3,955.63	\$8,570.52	\$102,846.29
Fire Lieutenant (Acting)	\$50.8991	\$4,071.93	\$8,822.52	\$105,870.22
Fire Lieutenant	\$53.5529	\$4,284.23	\$9,282.50	\$111,389.94
Fire Code Inspector (Acting)	\$50.8991	\$4,071.93	\$8,822.52	\$105,870.22
Fire Code Inspector - Lieutenant	\$53.5529	\$4,284.23	\$9,282.50	\$111,389.94
Assistant Fire Marshal (Acting)	\$56.1995	\$4,495.96	\$9,741.25	\$116,894.96
Assistant Fire Marshal - Captain	\$59.1323	\$4,730.58	\$10,249.59	\$122,995.09
Fire Captain (Acting)	\$56.1995	\$4,495.96	\$9,741.25	\$116,894.96
Fire Captain	\$59.1321	\$4,730.57	\$10,249.57	\$122,994.86

All employees shall be paid the per pay period rate shown above for all regularly scheduled hours. The hourly rate shown above is used only for establishing overtime base rates.

2023 International Association of Fire Fighters #900

3.25% Increase effective Pay Period #1, 2023

24 Hour/Shift Employees	Hourly Rate	Pay Period	Month	Annual
Fire Fighter Third Class	\$23.4831	\$2,630.11	\$5,698.57	\$68,382.86
Fire Fighter Second Class	\$28.1237	\$3,149.85	\$6,824.67	\$81,896.09
Fire Fighter First Class	\$32.9080	\$3,685.70	\$7,985.68	\$95,828.19
Fire Engineer (Acting)	\$34.6602	\$3,881.94	\$8,410.87	\$100,930.40
Fire Engineer	\$36.4660	\$4,084.19	\$8,849.07	\$106,188.86
Fire Lieutenant (Acting)	\$37.5381	\$4,204.27	\$9,109.24	\$109,310.90
Fire Lieutenant	\$39.4953	\$4,423.47	\$9,584.19	\$115,010.24
Lieutenant Acting as Battalion Chief	\$43.4097	\$4,861.88	\$10,534.08	\$126,408.94
Fire Captain (Acting)	\$41.4471	\$4,642.08	\$10,057.83	\$120,694.00
Fire Captain	\$43.6099	\$4,884.31	\$10,582.68	\$126,992.14
Fire Captain Acting as Battalion Chief	\$45.7729	\$5,126.56	\$11,107.55	\$133,290.61
40 Hour/Week Employees				
Wildland Operations Specialist I	\$40.9903	\$3,279.22	\$7,104.98	\$85,259.72
Wildland Operations Specialist II	\$46.2560	\$3,700.48	\$8,017.71	\$96,212.48
Fire Engineer (Acting)	\$48.5242	\$3,881.94	\$8,410.87	\$100,930.43
Fire Engineer	\$51.0523	\$4,084.18	\$8,849.07	\$106,188.80
Fire Lieutenant (Acting)	\$52.5534	\$4,204.27	\$9,109.25	\$109,311.00
Fire Lieutenant	\$55.2933	\$4,423.47	\$9,584.18	\$115,010.11
Fire Code Inspector (Acting)	\$52.5534	\$4,204.27	\$9,109.25	\$109,311.00
Fire Code Inspector - Lieutenant	\$55.2933	\$4,423.47	\$9,584.18	\$115,010.11
Assistant Fire Marshal (Acting)	\$58.0260	\$4,642.08	\$10,057.84	\$120,694.05
Assistant Fire Marshal - Captain	\$61.0541	\$4,884.32	\$10,582.70	\$126,992.43
Fire Captain (Acting)	\$58.0260	\$4,642.08	\$10,057.84	\$120,694.05
Fire Captain	\$61.0539	\$4,884.32	\$10,582.68	\$126,992.19

All employees shall be paid the per pay period rate shown above for all regularly scheduled hours. The hourly rate shown above is used only for establishing overtime base rates.

- C. The 3rd Class Fire Fighter position is the starting position with the Fire Department. After one (1) year of satisfactory, continuous, and uninterrupted service, the 3rd Class Fire Fighter will be advanced to the position of 2nd Class Fire Fighter. The 2nd Class Fire Fighter will be advanced to the position of 1st Class Fire Fighter after two (2) years of satisfactory, continuous, and uninterrupted service and becoming certified as a driver/pump operator. Satisfactory service will be determined by the Fire Chief subject to the rights of grievance and arbitration by any grieved party.

- D. Absences without pay in excess of one (1) calendar month shall extend entitlement to the next step by the amount of such leave.
- E. Pay grades of new jobs and classifications shall be allocated by the Human Resources Director in conformance with **Article XIV. Management Rights and Responsibilities, section 7.**
- F. Acting to a Higher Position

- 1. Acting Into Bargaining Unit Positions

An employee who is called upon to act in a higher position can do so only to the next highest rank, with the exception of Fire Fighter 1st Class employees. Fire Fighter 1st Class employees may act as a Lieutenant after 5 years of service in the Fire Fighter 1st Class grade and after successful completion of the training and testing program for the Lieutenant position. Employees will receive "acting pay" when required to temporarily work at a higher rated classification for which an employee is certified. The "acting pay" that employees receive will be 95% of the hourly rate for the position into which they are acting. A minimum of two (2) hours will have to be worked in an acting situation to receive the pay differential. For the two (2) hours, and every hour greater than that, the employee will receive the higher acting rate. Whenever possible, the term for the acting assignment will be for a work cycle.

If no one chooses to fill the acting capacity, the senior employee on the duty shift shall be assigned. In this case, assignments shall be on a rotating basis in descending seniority, whenever possible.

At no time can an employee called upon to act into a different position be paid less than his/her normal rate.

- 2. Acting Into the Position of Battalion Chief

Any company officer is eligible to act into the position of Battalion Chief upon certification. A minimum of two (2) hours will have to be worked in the position of Battalion Chief to receive the pay differential. For the two (2) hours, and every hour after that, a Lieutenant will receive 10% above Lieutenant pay and a Fire Captain will receive 5% above Fire Captain pay. Whenever possible, the term for acting assignment will be for a work cycle. In order to afford these opportunities to all certified company officers, assignments shall be on a rotating basis in descending seniority in rank, on the affected shift, whenever possible. If any certified officer chooses not to act when given the opportunity, each less senior certified officer shall be given the opportunity until the assignment is filled. If no one chooses to fill the acting capacity, the senior certified acting company officer on the duty shift shall be assigned. In this case, assignments shall be on a rotating basis in descending seniority, whenever possible.

Certification for those company officers who choose to act as Battalion Chief shall be limited to those Fire Captains and Lieutenants who have successfully completed the Battalion Chief certification class.

Assignment of an employee to act in the position of Battalion Chief shall not cause the staffing of any apparatus below minimum staffing standards as referenced in Article XXXIX.

At no time can an employee called upon to act into a different position be paid less than his/her normal rate.

- G. An employee may refuse by written statement to act in a higher position if a non-acting letter is submitted prior to January 1, 2009. The non-acting letter will remain in effect until the individual retracts it. If an individual retracts their non-acting letter, they will not be able to resubmit a non-acting letter. Such refusal shall apply to routine as well as overtime assignments.

In this event, the employee will not be required or requested to act in a temporary routine position. However, such an employee may be required to act in a higher position in the event of an active emergency situation, which necessitates his/her so acting to protect life or property, or in situations where there is a failure to obtain sufficient staffing to meet management needs on a daily basis with existing on-duty personnel.

In situations where there is a failure to obtain sufficient staffing to meet management needs on a daily basis, the position will be filled first by someone that has not turned in a non-acting letter.

- H. Employees will be allowed to submit a non-acting letter to the Fire Administration requesting temporary non-acting status for three (3) months for reclamation after an illness or injury or for additional training. This non-acting status will not affect an employee's promotability.

I. Use of Personal Vehicle

1. The City will pay per mile, commensurate with general City of Boulder policy, for use of personal vehicle specifically required by the Fire Department.
2. Such payment will be made only for vehicle use required after an employee has arrived at his/her assigned duty station.

ARTICLE XX. ECONOMIC NEGOTIATIONS COMMITTEE

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A joint, paid, sub-committee consisting of City Management, Fire Management and Local #900 shall meet no later than January 31st, 2020 to prepare for economic negotiations. The committee will discuss overall compensation which may include, but not be limited to the following:

- Incentives
- Wages
- Leave
- Retirement
- Benefits

ARTICLE XXI. VACATION

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A. Eligibility

1. All employees who have been on active payroll continuously for six (6) months or who are current in their phase training shall be eligible to take vacation.

B. Accrual

1. Vacation shall be accrued by standard full-time employees being continuously employed for the following periods of time. Part-time employees shall accrue a percentage equal to percent of full-time worked.

LEAVE ACCRUAL RATE					
Years of Continuous Service Completed		40-Hour Employees		24-Hour Employees	
At Least	Less Than	Hours/80 Hour Pay Period	8 Hour Days/Year	Hours/112 Hour Pay Period	24 Hour Days/Year
0	5	3.08	10	5.54	6
5	6	4.00	13	6.47	7
6	7	4.31	14	7.39	8
7	8	4.62	15	8.31	9
8	9	4.93	16	9.23	10
9	15	5.23	17	9.23	10
15	16	5.54	18	10.16	11
16	17	5.85	19	11.08	12
17	18	6.16	20	12.00	13
18	19	6.47	21	12.93	14
19	---	6.77	22	12.93	14

- Absence from the job shall be counted as "continuous service" for all paid leave, and for authorized leave without pay not to exceed one (1) calendar month during any calendar year.

F. Termination

- Vacation accrued through the last complete pay period immediately preceding the date of separation from employment (separation to be the final day on active payroll, or on paid leave) shall be paid to the employee who retires or terminates. Negative accruals will be deducted from an employee's pay prior to retirement or termination. Probationary employees shall be paid for accrued vacation credits upon separation.
- Upon the death of an employee, a benefit equal to the amount of accrued and unused vacation will be paid to the estate of the deceased.
- Employees who terminate shall forfeit all vacation accrual credit and if rehired shall be considered in their first year of employment for purposes of vacation accrual.

D. Scheduling - 24 Hour Personnel

- All selection of days shall be in descending order of seniority. Five (5) employees may be on vacation on any one day.
- Sick days converted to vacation according to **Article XXII. Sick Leave, Section C. Incentives**, may be scheduled only after the "second sign-up" has been completed.
- The employee may only sign the total accumulation of vacation days plus carryover from **Article XXI. Vacation, Section B. Accrual, Article XXII. Sick Leave, Section C. Incentives #2, and Article XXX. Holidays, Section A.**, and any carryover accrued from prior years.
- Personnel involved in a shift transfer shall have no impact on the shift to which s/he is moving. The slot on the shift that the person is moving from will be frozen.

1. Vacation "Sign Up"

- a. 24 hour employees shall be assigned two dates for vacation sign up. They will be given this notification by October 1st.
 - i. First "sign up"- employees may schedule up to four (4) work cycles.
 - i. Second "sign up" - employees may schedule whole vacation shifts without limitation to two (2) day work cycles. During the "second sign-up", employees may schedule remaining earned vacation and holiday compensation days, excluding any carryover vacation.
- b. Vacation sign-up will start no later than October 15, and the five (5) most senior members on each shift shall sign on that date for the upcoming year's vacation. Sign-up will be in order of seniority. Each person will be assigned a specific calendar day (based on seniority) for signing vacation. If he/she does not select their vacation during their assigned time period, the sign-up will move to the next senior person.
- c. Any person who does not sign on their assigned date may make their selection at any time as long as the days are open and the current sign up period has not elapsed (first or second).
- d. After the second sign up has been completed, any shifts unsigned shall be considered "open". "Open" days may be signed without regard to seniority.
- e. Employees shall sign vacation no later than 0530 hours prior to the start of the requested vacation unless the employee is currently on duty at their assigned station. If the employee is on duty, they will be required to remain on duty until their replacement arrives.

2. Signing Vacation Days that have a Cancellation

- a. If a signed vacation day has a slot canceled, it shall be available for re-signing beginning with the person below the individual [canceling the day(s)] in seniority. Both days of the work cycle will come open to all personnel on all shifts at 1800 hours the night before the first shift of the work cycle. Once open, the days may be signed for the work cycle by calling the Battalion Chief's office.
- b. If the cancellation results in two or more slots then the last slot canceled, per **Article XXI. Section D.4.a.**, will follow seniority guidelines for re-signing as set by **Article XXI. Section D.**
- c. If a slot is still unsigned ten (10) days after its cancellation date, then it becomes "open" at 1800 hours on the tenth (10th) day. An open shift may be signed without regard to seniority by personnel assigned to that shift.
- d. When an intershift trade is conducted, one of the affected persons may want to pay back his/her half of the trade by signing a vacation day on the other person's shift. This person will be prohibited from using his/her seniority on the affected shift.
 - i. If the said vacation day has two (2) or more slots available he/she may sign the day without calling personnel on the shift he/she will sign.

- ii. If a slot is still unsigned fifteen (15) days after its cancellation date, then he/she may sign the day at 1800 hours on that day without calling personnel on the shift he/she will sign.
- iii. If the last slot canceled has not become "open" for signing, he/she must contact every person of the affected shift to see if anyone wants that particular day or follow the procedures as set per **Article XXI. Vacation D. paragraph four (4)**.

3. Partial Shift Vacation

- a. An employee may sign up for a partial shift vacation no sooner than the shift prior to the beginning of the employee's next work cycle. For example: If an employee is working January 1 & 2, he/she may sign a partial for January 7 & 8 beginning January 2. The employee may sign a partial vacation for either or both shifts of the work cycle at the time. The day must be "open" for signing.
- b. All partial vacations shall be of eight (8) hours or more in duration. No partial vacations will be signed that result in an employee returning to work after 2300 hours. Any partial vacation that would result in the employee returning to duty after 2300 hours requires the employee to take the remainder of the shift as vacation.
- c. An employee may be allowed time away from duty at the discretion and with the approval of the shift commander.

4. Canceling a Vacation Day

- a. Cancellation of assigned vacation dates shall occur no later than 1800 hours of the fifth day prior to the date being canceled, except as specified in **Article XXI. Vacation, C.3.**, in order to allow the openings to be re-signed, as described above.
- b. Cancellation may, however, be allowed without five (5) days notice, if openings are available on the calendar on those dates being canceled.
- c. Assigned vacation days cannot be changed to sick days without five (5) days notice to the Battalion Chief or designate. However, vacation days will be changed to sick days without prior notice when the member is hospitalized for any reason or confined to his/her home for reason of illness or injury during the days that were signed as vacation days. Medical verification of injury or illness may be required by the Fire Administration. These days will become available for signing through the seniority procedure.
- d. **Cancellation Procedure**
The person canceling time on the vacation calendar shall be responsible for contacting the Fire Captain, Lieutenant or Battalion Chief. The employee shall send an email to "Fire-Stations" indicating that he/she has cancelled the day.
- e. The person recording the cancellation shall note the name of the person canceling, write their id number and date of the cancellation. If two or more people cancel on the same date, the time stamp will be used to determine who cancelled first.

E. Scheduling - 40 Hour Week Personnel

Forty (40) hour week personnel shall schedule vacation in descending order of seniority, and all such scheduling shall be subject to approval of the Fire Chief.

F. Employees on Injury Leave

Employees on injury leave shall not be eligible to take vacation leave at the same time.

G. Any changes in the existing vacation policy shall be subject to negotiations.

H. Vacation Carryover

To encourage employees to take vacation annually, vacation accrual shall not exceed forty (40) days for forty (40) hour personnel into pay period one (1) of the following year nor at retirement or termination and vacation and holiday accrual shall not exceed forty (40) days for twenty-four (24) hour shift personnel into pay period one (1) of the following year nor at retirement or termination.

I. Shift Transfers

- a. Employees transferred to another shift for any reason are allowed, one time, to sign shifts from the work cycle immediately before or following the vacation days they held prior to the shift transfer. This process must be initiated by the employee within 14-days of notification of the shift transfer period. Any vacation days not transferred to the new shift within the 14-day period following notification of a shift transfer will be cancelled. Once notified of a transfer from one shift to another, a member may not sign vacation days on their current shift past the transfer date.

For example:

If the employee has both days of a work cycle signed for vacation, the employee may sign the work cycle immediately before, or following, the vacation days they held prior to the shift transfer or the employee may sign one day of the work cycle immediately before & one day of the work cycle immediately following.

Employees that have one day of a work cycle signed for vacation may sign one day of the work cycle immediately before or one day of the work cycle immediately following the vacation day held prior to the shift transfer.

- b. The transfer will not affect the shift vacation calendar that the employee is being transferred to, if that person is the 6th person on that day. Vacation signing for that shift will operate normally and according to **Article XXI. Vacation**, as if the 6th person is not on the calendar. The vacation slot from the shift they are being transferred from will remain frozen, unless, the transferred employee cancels their day/days on their new shift.
- c. If the member being transferred signs a vacation day which is open on their new shift, their day on the old shift will be cancelled immediately. That day will be available for signing by members of the previous shift according to **Article XXI. Vacation**.

A. Accumulation

Sick leave is to be accumulated by standard, full-time employees who work a forty (40) hour work week at a rate of four (4) hours per two (2) week pay period (approximately 13 days per year). Standard, full-time employees on a twenty-four (24) hour shift shall accumulate sick leave at the rate of 7.38 hours per two (2) week pay period (approximately 8 days per year). Sick leave shall not be earned during leave without pay. All sick leave shall be accumulated without limit.

B. Use of Sick Leave

Sick leave shall be used when employees are incapacitated by sickness or injury, for medical treatment, exposure to contagious disease when the attendance of duty jeopardizes the health of others, for attending to the illness of a member of the employee's immediate family (spouse, including common law or domestic partner, or children), or for any purpose for which the Colorado Healthy Families and Workplaces Act and implementing regulations with the force of law requires employers to permit employees to use paid sick leave.

Employees are eligible for public health emergency leave as specified by the Colorado Healthy Families and Workplaces Act and implementing regulations with the force of law.

C. The following procedure shall be used for leave:

- a. Notify the Battalion Chief or Acting Battalion Chief before 0530 hours of the day sick leave is used.
- b. If absent from work in excess of two (2) consecutive duty shifts, medical verification of absence must be provided the supervisor, if so requested. Medical documentation acceptable to the City shall include a physician's statement that the employee was unable to work due to an illness or injury and is now able to return to work.

Any costs incurred as a result of such medical verification shall be paid fully by the employee.

1. Sick leave shall not exceed the total amount credited to an employee at the time of his/her absence, except in specific instances as authorized by the Fire Chief, who shall exercise reasonable discretion in each case. Vacation leave hours may be used for sick leave when sick leave hours have been exhausted.

D. Incentives

1. When a 40 hour/week employee has accumulated 640 hours of both sick leave banks, she/he may convert sick days beyond this point to vacation days at the rate of two sick days for one vacation day. However, the employee's vacation balance resulting from such conversion may not exceed 320 hours into pay period one (1) of the following year nor at retirement or termination.
2. When a 24 hour/shift employee has accumulated 1152 hours of both sick leave banks, she/he may convert sick days beyond this point to vacation days at the rate of two sick days for one vacation day. However, the employee's vacation and holiday balance resulting from such conversion may not exceed 960 hours into pay period one (1) of the following year nor at retirement or termination.
3. 40 hour/week employees may sell back vacation leave for pay, sell back sick leave for pay, or convert sick leave to vacation according to the following sick leave usage incentive matrix. The

matrix below defines the qualifying time period, how an employee qualifies for the incentive, the specific incentive, and the incentive claim period. Employee may take advantage of (A) vacation payout incentive and/or (B) the sick leave payout or vacation conversion incentive.

40 Hour/Week Employees

Qualifying Time Period	Employee Qualification	Incentive	Claim Time Period
(A) Vacation Payout			
	<i>Employee uses:</i>	<i>Employee may:</i>	<i>Employee must claim incentive by:</i>
January 1 – June 30	Less than or equal to 26 hours sick leave	Sell back for pay up to 18 hours of vacation	July or August of same calendar year
July 1 – December 31	Less than or equal to 26 hours sick leave	Sell back for pay up to 18 hours of vacation	January or February of following calendar year
(B) Sick Leave Payout or Vacation Conversion¹			
	<i>Employee uses:</i>	<i>Employee may:</i>	<i>Employee must claim incentive by:</i>
January 1 – June 30	Less than or equal to 26 hours of sick leave	Sell back for pay or convert to vacation up to 8 hours of sick leave	July or August of same calendar year
July 1 – December 31	Less than or equal to 26 hours of sick leave	Sell back for pay or convert to vacation up to 8 hours of sick leave	January or February of following calendar year
January 1 – June 30	Less than or equal to 16 hours of sick leave	Sell back for pay or convert to vacation up to 16 hours of sick leave	July or August of same calendar year
July 1 – December 31	Less than or equal to 16 hours of sick leave	Sell back for pay or convert to vacation up to 16 hours of sick leave	January or February of following calendar year

¹32 hours per calendar year is the maximum amount of time that may be sold back or converted utilizing this particular incentive.

4. 24 hour/shift employees may sell back vacation leave for pay, sell back sick leave for pay, or convert sick leave to vacation according to the following sick leave usage incentive matrix. The

matrix below defines the qualifying time period, how an employee qualifies for the incentive, the specific incentive, and the incentive claim period. Employee may take advantage of (A) vacation payout incentive and/or (B) the sick leave payout or vacation conversion incentive.

24 Hour/Shift Employees

Qualifying Time Period	Employee Qualification	Incentive	Claim Time Period
(A) Vacation Payout			
	<i>Employee uses:</i>	<i>Employee may:</i>	<i>Employee must claim incentive by:</i>
January 1 – June 30	Less than or equal to 48 hours sick leave	Sell back for pay up to 24 hours of vacation	July or August of same calendar year
July 1 – December 31	Less than or equal to 48 hours sick leave	Sell back for pay up to 24 hours of vacation	January or February of following calendar year
(B) Sick Leave Payout or Vacation Conversion¹			
	<i>Employee uses:</i>	<i>Employee may:</i>	<i>Employee must claim incentive by:</i>
January 1 – June 30	Less than or equal to 48 hours of sick leave	Sell back for pay or convert to vacation up to 12 hours of sick leave	July or August of same calendar year
July 1 – December 31	Less than or equal to 48 hours of sick leave	Sell back for pay or convert to vacation up to 12 hours of sick leave	January or February of following calendar year
January 1 – June 30	Less than or equal to 24 hours of sick leave	Sell back for pay or convert to vacation up to 24 hours of sick leave	July or August of same calendar year
July 1 – December 31	Less than or equal to 24 hours of sick leave	Sell back for pay or convert to vacation up to 24 hours of sick leave	January or February of following calendar year

¹48 hours per calendar year is the maximum amount of time that may be sold back or converted utilizing this particular incentive.

E. Frequent Usage

Regular and predictable attendance at work is an essential part of the job. The Fire Chief may require an employee, who frequently uses sick leave, to undergo a medical examination to determine whether or not she/he is able to continue in his/her assigned capacity. Frequent and unexcused use of sick leave is considered abuse and may result in disciplinary action up to and including termination. The City will pay the entire cost of any required medical examination.

For the purposes of this article, frequent usage includes consideration of any of the following patterns:

1. Sick leave consistently taken Saturday or Sunday for 56-hour employees and Monday, Thursday (four-day work week) or Friday (five-day work week) for 40-hour employees.
2. Using sick leave on the last scheduled work day before or first scheduled work day after a contractual holiday or a scheduled day off.
3. Using sick leave to avoid holiday work shifts.
4. Use of sick leave to cover time trades

Investigation of Potential Sick Abuse

1. The fire chief or his/her designee will monitor sick leave usage and identify any detectable patterns or concerns related to sick leave usage.
2. Any known mitigating circumstances will be identified. Mitigating factors may include leave taken under FMLA, medical/dental procedures or miscoded hours.
3. Inquiry, investigation, and/or disciplinary actions shall follow the procedures as outlined in Article XIII.

F. Use of sick leave hours from frozen bank with cash conversion value:

Commencing pay period 1, 2002, any sick leave time taken by an employee who has a frozen bank of sick leave with cash conversion value under **Article XXXV. Retirement, Section B, and Article XXXVI. Termination, Section A**, shall be deducted from his/her bank of sick leave hours with no retirement cash/conversion value first, reducing his/her initial bank of sick leave hours with a retirement cash/conversion value only after the bank of sick leave hours with no such cash/conversion is exhausted. Once reduced, the employee will not be able to replenish the bank of frozen sick leave hours with a retirement cash/conversion value they had accrued as of the end of pay period 26, 2001.

G. Waiver of Provisions of Healthy Families and Workplaces Act.

So long as this Agreement provides more generous paid sick leave than that required by the Colorado Healthy Families and Workplaces Act and implementing regulations with the force of law, the waivable requirements are expressly waived.

ARTICLE XXIII. EMERGENCY LEAVE

- A. In the event of a death of an employee's mother, father, mother-in-law, father-in-law, sister, brother, spouse, including common law or domestic partner, child or grandchild requiring the attendance of the employee, said employee shall be granted necessary leave not to exceed four (4) working days for twenty-four (24) hour shift employees, and ten (10) working days for forty (40) hour employees, subject to the approval of the Fire Chief or his/her designate.

In the event of a grave illness of an employee's mother, father, mother-in-law, father-in-law, sister, brother, spouse, including common law or domestic partner, child, or grandchild requiring the attendance of the employee, said employee will be allowed to use sick leave within the guidelines of **Article XXII. Sick Leave section B1. a-b**, subject to the approval of the Fire Chief or his/her designate.

In the event of a death or grave illness of grandparents, spouse's grandparents, brother-in-law, or sister-in-law, said employee will be allowed to use sick leave within the guidelines of **Article XXII. Sick Leave section B1. a-b**, subject to the approval of the Fire Chief or his/her designate.

- B. Employees will be paid the regular, straight time rate for any such days of excused absence which occur during the normal workweek, but in no event more than one (1) regular day's pay for each day of emergency leave.
- C. Time for additional emergency leave may be granted at the discretion of the Fire Chief.

ARTICLE XXIV. MATERNITY LEAVE

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It is recognized that reproductive health can be affected adversely by the conditions encountered in fire fighting.

A. Provisions for Pregnancy

1. When a member becomes pregnant, it is strongly advised, though not required, that she report her condition to her supervisor.
2. Once a member has provided the department with verification of her pregnancy from her own doctor, she shall be offered a non-hazardous duty assignment within the department.
3. A member is not required to accept a transitional duty assignment. However, she is encouraged to do so because of the unpredictable nature of emergency response. There is potential risk to a pregnant woman and/or her developing fetus from activities associated with normal operational duties including firefighting, hazardous materials response and EMS exposures.
4. A member who is pregnant has the option of using any or all of her accumulated leave to date, first sick then vacation time. An employee may save 10 days of sick leave after such time, an employee may be granted an additional leave of absence, without pay, for up to 150 calendar days.
5. After giving birth, or at the termination of the pregnancy, the member shall be returned to her previously held position upon approval from her personal physician. Such verification of readiness to work shall be in writing. This verification shall be given to the designated City Physician for a fitness for duty physical. This provision shall not supersede **Article XV** in the event of layoffs.
6. If a member becomes temporarily disabled as a result of pregnancy or childbirth, transitional duty may be offered during the time of disability and recovery.

7. An employee who is unable to return to work at the end of this 150 day leave of absence, will be granted up to an additional 215 days leave without pay upon providing medical documentation acceptable to the City, of her inability to work. Employees who require any portion of this additional 215 days will be eligible to return to the first available position at the same or lower rank held prior to maternity leave. If an employee assumes a lower ranking position under the terms of this provision, they will receive the corresponding pay rate.
8. Employees who are on leave of absence, without pay, in excess of 365 days due to pregnancy relinquish all rights to automatic re-employment, in any capacity.

B. Hazardous Exposures

Hazardous exposures for both men and women during the time of conception can adversely affect the outcome of the pregnancy. Any member shall be offered a transitional duty assignment for a maximum of 30 calendar days per year if specifically requested for the purpose of lower risk conception.

C. Parental Leave

Employees are entitled to all benefits under the Family Medical Leave Act (FMLA).

D. Benefit Provisions

1. All wages, benefits, and seniority of the former position shall continue to accrue for the employee on transitional duty.

ARTICLE XXV. INJURY LEAVE

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- A. Injury leave shall be granted to protect an employee against complete loss of salary when such employee has sustained an injury arising out of, or in the course of, the actual performance of his/her regular job. Such leave is intended to be of a temporary nature. Such leave shall be compensated at the rate of the employee's regular time salary rate, exclusive of any overtime or premium pay. Injury leave shall not be granted for the purpose of providing disability benefit or for any benefits to which an employee is entitled under the Fire Pension Law. Injury leave may also be granted for illnesses which are directly job related and which exceed two (2) consecutive work shifts of the employee involved and which is recognized as compensable by the State Compensation Insurance Fund. Should the illness be so recognized as compensable, the Fire Chief will retroactively approve the use of injury leave for the first two (2) consecutive shifts, and policies and determinations as herein below set forth will apply to illness as in injury.

- B. Such leave shall be granted only until the point of total disability or sufficient partial disability to prevent meaningful employment within the Department is determined. At any time during such leave, the Fire Chief or the Human Resources Director may require a medical examination or examinations to determine whether such employee can return to work or is disabled to the extent that she/he qualifies to apply for disability under the Fire and Police Pension Association Law. Such examination(s) shall be at the City's expense. Should an employee refuse such examination(s) or any part of such examination(s) or fail to report for such examination(s) without an acceptable reason, eligibility for further injury leave shall cease at the end of three (3) calendar days following such refusal or failure to report and she/he shall have three (3) calendar days to return to work or to file a claim for disability under the provisions of the Fire and Police Pension Association Law. If no such claim is filed within three (3) calendar days, and the employee has not returned to work, she/he shall be considered terminated as of the third (3rd) day. Should such a claim be made, injury leave shall continue until a determination on the disability is made by the Fire and Police Pension Association Board. Should the Fire and Police Pension Association Board find the employee ineligible for disability, she/he shall report back to work on his/her next regularly scheduled shift or be immediately discharged.
- C. Any doctor who performs any said medical examination(s) shall submit his/her report to the person who ordered the examination and a copy shall be furnished to the employee. If the report determines that the employee can return to work, entitlement for further injury leave shall cease at the end of the third (3rd) day. The employee must then return to work. If there is any conflicting medical opinion submitted within seven (7) calendar days, which differs with the report which terminates the injury leave, the employee will have an additional three (3) days to file a claim for disability with the Fire and Police Pension Association Board. If the employee fails to produce conflicting medical opinion or to report back to work, she/he shall be considered terminated at the end of the seven (7) day period. If such a claim is filed, injury leave shall continue until a decision of the employee's claim for disability is reached by the Fire and Police Pension Association Board. If no such claim is filed and the employee fails to report back to work, she/he shall be considered terminated at the end of the seven (7) day period. If a claim is filed within time limits prescribed above, then the decision on disability will be made by the Fire and Police Pension Association Board and will be binding on the City and the employee.
- D. When any doctor who performs any said medical examination(s) submits a report indicating that the employee will not be able to return to full duty within one year or that the employee is disabled to the extent that she/he qualifies to apply for disability under the Fire and Police Pension Association Law, the employee shall have three (3) days to make a claim for disability to the Fire and Police Pension Association Board. If no such claim is filed, and the employee fails to report back to work, she/he shall be considered terminated as of the seventh (7th) day. If such a claim is filed, injury leave shall continue until a decision on disability is reached by the Fire and Police Pension Association Board. The Pension Board's decision as to whether or not the employee is eligible for disability shall be binding on both the employee and the City.
- E. At any time the Fire and Police Pension Association Board determines an employee is not disabled, the employee must report back to work on his/her next regularly scheduled shift or be discharged.
- F. An employee may not receive State Compensation Insurance disability payments while on injury leave or may not receive injury leave payment while receiving State Compensation disability payments. All State Compensation payments, except those which are for permanent partial or total disability, will be made directly to the City for the entire period of time that an employee receives injury leave.

- G. Injury leave shall be counted as time worked and, therefore, benefits shall accrue during injury leave.
- H. Time spent on injury leave shall not be considered for the purpose of determining eligibility for within grade advancement from probationary to standard status for any Department position, or for advancement to Second or First Class Fire Fighter.
- I. To use injury leave for the purpose of seeking or engaging in other employment without the written approval of the Human Resources Director automatically constitutes termination of employment with the City.
- J. The failure of an employee to report to his/her job when not excused by provisions herein contained at the end of his/her injury and authorized leave will be considered a voluntary resignation.
- K. An employee qualified for and receiving injury leave pay may be required to perform other duties directly related to the Fire Service in the Department, as scheduled and specified by the Fire Chief.

ARTICLE XXVI. LEAVE OF ABSENCE WITHOUT PAY

26

- A. All requests for a leave of absence without pay for up to ten (10) days require a written application to the Fire Chief. The application shall contain the specific reason for the leave, the date leave would begin, and the probable date of return. The application shall be submitted prior to the first effective day of the leave.
- B. A leave of absence without pay beyond ten (10) days requires a written application to the Human Resources Director. The application shall contain the specific reasons for the leave over ten (10) days, the date leave would begin, and the probable date of return. The application shall be submitted two (2) weeks prior to the first effective day of the leave, except for emergency situations. Only the Human Resources Director or his/her designate can approve a leave of absence without pay for over ten (10) days.
- C. A leave of absence without pay will not be granted for an employee to seek or engage in other employment, except that an employee who has received written notice of layoff may request such a leave to seek employment. Employment while on a leave of absence requires prior approval of the Fire Chief.
- D. A leave of absence without pay shall not exceed five (5) calendar months. Requests for subsequent leaves of absence, not to exceed five (5) months, must be made as stated above, if leave is requested for longer than the original five (5) month period.
- E. If a holiday falls during an employee's leave of absence without pay, she/he shall not be paid for such holiday.
- F. An employee who is on a leave of absence without pay does not accumulate benefits or paid leave as though she/he were being paid. An employee on leave beyond one (1) month must bear full cost of all benefits. No seniority shall be accumulated during a leave of absence without pay. Such a leave of absence shall extend by the length of the leave any benefit or eligibility based on seniority.
- G. The failure of an employee on a leave of absence without pay to report to work at the end of his/her leave will be considered a voluntary resignation by the employee.

ARTICLE XXVII. FAMILY MEDICAL LEAVE ACT

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The City agrees to adhere to the Family Medical Leave Act (FMLA) and its implementing regulations in regard to all eligible employees. The City will pay the City share for employee health, life, vision, and dental insurance for up to three (3) months while the employee is on FMLA leave.

ARTICLE XXVIII. MILITARY LEAVE

28

Refer to the City of Boulder Military Leave policy in compliance with the Uniformed Services Employment and Re-employment Rights Act (USERRA)

ARTICLE XXIX. JURY DUTY

29

Any employee of the Fire Department shall be granted leave of absence with pay, any time they are required to report for jury duty, provided they show evidence of such required duty at least forty-eight (48) hours prior to the time they are required to serve.

An employee subpoenaed as a witness in a case in which she/he is neither the plaintiff nor defendant may also receive a maximum of five (5) shifts per year of paid leave. Job related court appearances are not subject to any maximum shift per year restrictions.

An employee shall receive, as pay from the City, the difference between what they are paid by the court and their regular straight time rate.

ARTICLE XXX. HOLIDAYS

30

- A. All twenty-four (24) hour shift employees are to be granted 6.47 hours per two (2) week pay period (approximately 7 holidays per year) off with full pay to compensate for not observing the holiday schedule.
- B. All standard, full-time employees on a forty (40) hour workweek are to be granted the following paid holidays: New Year's Day, Martin Luther King's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, Christmas Day, one-half day prior to Christmas, and one-half day prior to New Year's Day and three (3) floating holidays to be taken independently by each employee, upon department head approval. This floating holiday will be limited, or denied, when it has or might have an adverse impact on the operation of a department or division, or the work of any employee.
- C. Standard, part-time employees shall be granted holiday pay prorated to the percent of full time worked.
- D. Forty (40) hour workweek employees shall have worked the full scheduled workdays or shall have been on paid leave before and after the holiday to receive pay for the holiday, unless such absence is excused. Saturday holidays will be granted the preceding Friday and Sunday holidays will be granted the following Monday unless holidays are set by state, federal, or municipal law. If Christmas or New Year's Day fall on a Sunday or Monday, the half day holiday will be granted on the preceding Friday. If Christmas or New Year's Day falls on a Saturday, the half day will be granted on the preceding Thursday.

- E. Holidays or days off in lieu of holidays may be granted during periods of absence only if such absence is an authorized paid leave. For example, a holiday falling within a vacation period shall not be charged to vacation time.

ARTICLE XXXI. GROUP INSURANCE PROGRAMS

31

A. Group Medical Plan

1. Effective January 1, 2022, the City will contribute 80% of the health insurance premium for all plans offered. The employee shall contribute 20%.

The employee will have the option to select alternative health plans offered by the City.

2.
 - a. Such enrollment shall be subject to any limitations and/or exclusions, as determined by the carrier.
 - b. Should any insurance carrier which provides the City insurance programs eliminate or in any way modify their programs, the City shall not be obligated to make similar, alternative coverage available.
 - c. If it becomes necessary to change the carrier of insurance, the City will seek and consider with the Union prior to changing the carrier.
3. For standard, part-time employees who work at least 20 but less than 30 hours per week, the City will contribute fifty percent (50%) of the City's contribution for full-time employees. For standard, part-time employees who work 30 or more hours per week, the City will make the same contribution it makes for full-time employees.
4. For all new employees, coverage begins on the first day of the month following employment with the City of Boulder.

B. Dental Insurance Rates

1. The City shall contribute 80% of the dental insurance premium for all plans offered for family, two person, and single coverage, as applicable, and the employee shall contribute 20%.
2. For standard, part-time employees who work at least 20 but less than 30 hours per week, the City will contribute fifty percent (50%) of the City's contribution for full-time employees. For standard, part-time employees who work 30 or more hours per week, the City will make the same contribution it makes for full-time employees.

C. Life Insurance

1. The City will offer a voluntary group life insurance plan during the life of this Agreement and any renewal or extension thereof. The City will pay one-third of the premium with the remaining two-thirds paid through the employee's payroll deductions. The Group Life Insurance Plan provides the following benefits to employees.

2. Summary of Insurance Plan

a. Amount of benefits for insured employees.

<u>Group Life</u>	<u>Accidental Death and Dismemberment</u> (to be paid in addition to Life upon accidental death)
\$25,000	\$25,000

- b. Upon the attainment of age seventy (70) or retirement, whichever comes earlier, the amount of life insurance then in force will be reduced by fifty percent (50%). Accidental Death and Dismemberment is also reduced by fifty percent (50%) upon the attainment of age seventy (70) and terminates at retirement. Whenever the reduction in life insurance occurs, the employee's contribution will be reduced accordingly.
- c. A new employee shall become eligible to participate in the Group Life Insurance Plan the first of the month following date of enrollment. No medical examination is required.
- D. The City's medical plans and dental plan are subject to the demands of the insurance carriers and should benefits or conditions of any of these insurance change as a result of action by the Governor or the State Insurance Commissioner during the life of the Agreement, such changes shall be considered binding on both the City and the International Association of Fire Fighters, Local #900. Should such circumstances occur, the City will provide alternative coverage if available from another carrier so long as such coverage does not increase the cost of the premium in effect at the time.
- E. If the City fails to compensate employees or pay for benefits as described in paragraphs A., B., and C. above, such matters shall be subject to the grievance procedure.
- F. Matters pertaining to the administrative interpretation or application of any insurance program where the City has no direct authority to compel the insurance carrier may not be subject to the grievance procedure.

ARTICLE XXXII. FIRE AND POLICE PENSION ASSOCIATION DISABILITY INSURANCE

32

The City shall pay the full premium for disability insurance obtained from the Fire and Police Pension Association or a successor carrier.

- A. For all employees who are eligible for the death and disability coverage provided under § 31-31- 811(4), et seq., C.R.S, the City shall make the required contribution to the death and disability fund.
- B. For any employee no longer eligible for coverage under the above statute, the City shall furnish Long Term Disability coverage.

ARTICLE XXXIII. UNIFORM ALLOWANCE

33

A uniform allowance of \$560.82 per year is to be paid by the City to each member for the purpose of purchasing proper uniforms.

ARTICLE XXXIV. PENSION CONTRIBUTION (NEW HIRE)

34

- A. The Fire and Police Money Purchase Pension Plan and Trust Agreement of the City of Boulder (the "Plan") has been established to provide retirement and supplemental death and disability benefits for the employees of the Boulder Police and Fire Departments who are hired on or after April 8, 1978. The Plan is a defined contribution plan.
- B. Effective January 1, 2022, the City will contribute thirteen and eight tenths' percent (13.8%) of each participating employee's base salary per pay period. Each participating employee shall contribute eight and eight tenths' percent (8.8%) of his/her base salary per pay period to the Plan, which amount shall be picked up each pay period by the City on behalf of each participating employee.

It is understood that this amount shall be paid by the City to the Plan in lieu of such contribution being paid directly by each participating employee. No participating employee shall have the option of choosing to have the City pay him/her directly his/her contribution of eight and eight tenths' percent (8.8%) of base salary instead of having such contribution picked up and paid to the Plan by the City.

Although each participating employee's contribution of eight and eight tenths' percent (8.8%) of his/her base salary to the Plan is otherwise designed as the contribution of such employee, it is intended that such contribution shall be treated, for federal income tax purposes, as an employer contribution under the Internal Revenue Code of 1954, as amended, as provided under Section 414(h) (2).

For purposes of determining the amount of the above percentage contributions, the base salary of a participating employee shall be based on his/her applicable salary schedule as set forth in **Article XIX. Wages** hereof. However, for Federal Income Tax purposes, the amount of a participating employee's taxable income and of his/her wages for withholding tax purposes shall not include such participating employee's required contribution picked up by the City.

The contributions required hereinbefore in this paragraph B. are intended to be in conformance with the mandates of the applicable laws of the State of Colorado relating to Fire and Police Pensions.

A. Service Bonus

**Employees with 15 or more years of continuous service as of December 12, 2010
(last day of Pay Period 26, 2010)**

An employee who retires or voluntarily terminates with two weeks notice and who has twenty (20) years of service as of December 12, 2010 (last day of Pay Period 26, 2010) shall receive a service bonus of two (2) months salary. An employee who retires or voluntarily terminates with two weeks notice and who has fifteen (15) years of service as of December 12, 2010 (last day of Pay Period 26, 2010) shall receive a prorated fraction of the twenty (20) year service bonus based on total full years of service completed as of December 12, 2010 (last day of Pay Period 26, 2010). The two week notice requirements will be waived in the event of the employee's death.

**Employees with less than 15 years of continuous service as of December 12, 2010
(last day of Pay Period 26, 2010)**

An employee who has not completed 15 or more years of continuous service as of December 12, 2010 (last day of Pay Period 26, 2010) shall not receive a service bonus upon termination or retirement and will never be eligible for the above mentioned service bonus upon termination or retirement.

B. Sick Leave Conversion

Sick Leave convertible to pay was frozen by contract at the employee's full sick leave balance as of the end of PP 26, 2001 (Sick 01). Only Sick 01 hours are convertible to pay and is allowed only at termination/retirement. Any employee not eligible for this sick leave conversion benefit as of the end of PP 26, 2001, will never be eligible.

1. 40 Hour Per Week Employee

If a forty (40) hour per week employee retires voluntarily with at least two weeks notice, the balance in his/her Sick 01 bank above 640 hours (80 days) may be converted to direct pay on a 2:1 basis.

- Sick 01 Balance Hours – 640 hours (80 days) = Sick Leave Hours for Conversion
- Sick Leave Hours for Conversion is converted 2:1 for pay

2. 24 Hour Shift Employee

If a 24 hour shift employee retires voluntarily with at least two weeks notice, the balance in his/her Sick 01 bank above 1152 hours (48 days) may be converted to direct pay on a 2:1 basis.

- Sick 01 Balance Hours – 1152 hours (48 days) = Sick Leave Hours for Conversion
- Sick Leave Hours for Conversion is converted 2:1 for pay

3. Sick 01 for One Month's Salary

In addition, all Employees who have a Sick 01 Balance, who retire under normal or disability provisions of the Fire Pension Program shall be paid for the remainder of accrued but unused sick leave. All payment for accumulated sick leave shall be made in a single lump sum amount.

- The remainder of the Sick 01 Balance of 640/1152 hours (80/48 days), mentioned in B.1. & B.2., or employees with a sick 01 balance of less than 640/1152 hours (80/48 days), will be converted on a 2:1 basis not to exceed one month's salary.

C. Payout of Unused Leaves

The employee shall be paid on a straight time basis for all unused, accrued vacation and holiday compensation time to date of retirement.

ARTICLE XXXVI. TERMINATION

36

A. Sick Leave Conversion

Sick Leave convertible to pay was frozen by contract at the employee's full sick leave balance as of the end of PP 26, 2001 (Sick 01). Only Sick 01 hours are convertible to pay and is allowed only at termination/retirement. Any employee not eligible for this sick leave conversion benefit as of the end of PP 26, 2001, will never be eligible.

1. 40 Hour Per Week Employee

If a forty (40) hour per week employee terminates voluntarily with at least two weeks notice, the balance in his/her Sick 01 bank above 640 hours (80 days) may be converted to direct pay on a 2:1 basis.

- Sick 01 Balance Hours – 640 hours (80 days) = Sick Leave Hours for Conversion
- Sick Leave Hours for Conversion is converted 2:1 for pay

2. 24 Hour Shift Employee

If a 24 hour shift employee terminates voluntarily with at least two weeks notice, the balance in his/her Sick 01 bank above 1152 hours (48 days) may be converted to direct pay on a 2:1 basis.

- Sick 01 Balance Hours–1152 hours (48 days)=Sick Leave Hours for Conversion
- Sick Leave Hours for Conversion is converted 2:1 for pay

3. Sick 01 for One Month's Salary

In addition, all Employees who have a Sick 01 Balance, who retire under normal or disability provisions of the Fire Pension Program shall be paid for the remainder of accrued but unused sick leave. All payment for accumulated sick leave shall be made in a single lump sum amount.

- The remainder of the Sick 01 Balance of 640/1152 hours (80/48 days), mentioned in B.1. & B.2., or employees with a sick 01 balance of less than 640/1152 hours (80/48 days), will be converted on a 2:1 basis not to exceed one month's salary.

B. An employee who terminates shall be paid for all accrued but unpaid overtime.

The employee shall be paid on a straight time basis for all unused, accrued vacation and holiday compensation time to date of termination.

C. See **ARTICLE XXXV. Retirement** for details of the service bonus.

ARTICLE XXXVII. DEFENSE OF EMPLOYEES

37

The City shall be liable for the defense and payment of all judgments and settlements of claims against Fire Fighters arising out of injuries sustained from an act or omission of such Fire Fighter occurring during the performance of his/her duties and within the scope of his/her employment, except where such act or omission is willful or wanton, in accordance with the laws of the State of Colorado.

ARTICLE XXXVIII. STATION ASSIGNMENTS

38

Management shall establish a systematic and orderly method to facilitate station picks by seniority in rank for 1st class firefighters and above. Management can deviate from this process to maintain or improve the effective delivery of service to the community.

ARTICLE XXXIX. MINIMUM STAFFING STANDARDS

39

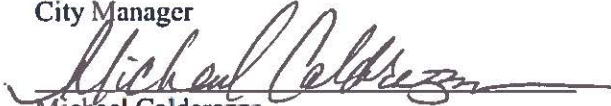
Staffing of all fire apparatus will be based on accepted safe operating procedures. The following shall be considered staffing minimums: three employees consisting of a company officer, engineer, and firefighter per engine/truck, and two employees per transport-capable medical unit.

This Agreement validated and accepted by Boulder Local #900, International Association of Fire Fighters, AFL-CIO, and the City of Boulder.

Signed this 21 day of September 2021.

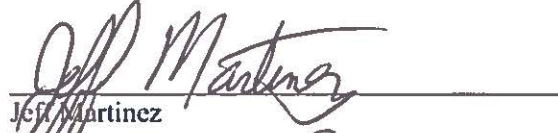


Nuria Rivera-Vandermyde
City Manager




Michael Calderazzo
Fire Chief


City of Boulder negotiating team:
Michael Calderazzo, Fire Chief
Jeff Long, Deputy Fire Chief,
Holger Durre, Deputy Fire Chief
Karen Stone, Senior HR Business Partner
Jen Sprinkle, HR Director
Amy Crede, HR Senior Manager
Brent Case, Outside Counsel



Jeff Martinez
President
Local #900 IAFF



Joe Vogel
Lead Negotiator
Local #900 IAFF



Tyler Capron
Team Member
Local #900 IAFF



Travis Richen
Team Member
Local #900 IAFF



Bob Patterson
Team Member
Local #900 IAFF



Leo Meli
Team Member
Local #900 IAFF

David Goddard, Outside Counsel

Appendix

Promotional Procedure

It is intended that Appendix A is included in this Agreement as a source of employee information. The Promotional Procedure is not negotiable but subject to change or modification through the "seek and consider" process, as outlined in Article XIV. Management's Rights and Responsibilities, Section 7.

APPENDIX A

City of Boulder Fire Department Lieutenant/Captain Promotional Procedure

Promotions for all bargaining unit positions will be accomplished in conformance with the provisions of this policy. The intent of this promotional procedure is that promotional lists remain in effect for two years. When circumstances are such that re-testing must occur, the dates stated in this procedure may need to be readjusted to ensure the list remains in effect for two years.

A. Promotion to Available Positions

Promotional lists for each rank shall be formed every two years for promotional opportunities that become available during corresponding years. Candidates shall be tested in accordance with this policy and placed on the promotional lists.

1. Eligibility

Eligibility for testing will be determined using the following guidelines:

a. Firefighter

Any 1st class firefighter with five (5) calendar years or more in permanent grade status and is certified to act as a lieutenant, may test for the position of fire lieutenant.

b. Fire Engineer

Any fire engineer with one (1) calendar year or more in permanent grade status and is certified to act as a lieutenant, may test for the position of fire lieutenant. A newly promoted fire engineer that has spent five (5) years as a 1st class firefighter, and is certified to act as a lieutenant, will be eligible to test for fire lieutenant immediately.

c. Fire Lieutenant

Any fire lieutenant with three (3) calendar years or more in permanent grade status may test for the position of captain.

2. External Candidates

Every effort will be made to compile an acceptable number of eligible candidates from within the Boulder Fire Department. However, the fire chief shall retain the discretion to post any position(s) externally as well, when it is determined that the need to do so exists.

In the unlikely event the fire chief chooses to seek external candidates, eligibility requirements for outside candidates will be extended to all individuals on the Boulder Fire Department who fulfill those requirements of the external posting.

B. Formation of Promotional List

1. In order to be placed on the promotional list, candidates must participate in all portions of the testing procedure.
2. Candidates shall be ranked by the order of their test scores. Candidates with the same score shall be placed in order of seniority in grade. If the tie is from candidates from different ranks, the higher rank will be placed ahead of the lower rank. A cumulative score of 70% must be achieved in order to be qualified for placement on the two (2) year promotion list.
3. **The fire chief shall promote the top candidate on the list. However, the fire chief shall have the discretion to pass the top candidate on the list in the event the candidate is under suspension or disciplinary action.**
4. The promotional list for lieutenant and captain shall remain in effect for two (2) years. This list will remain in effect through October 31st. Any position that becomes vacant on or before October 31st shall be filled from the promotional list in effect. For the purpose of this policy, a position becomes vacant the day after the person vacating the position is no longer on the City of Boulder payroll.

C. When Testing Occurs

1. Testing will be scheduled every two (2) years, or as otherwise required.
 - a. Testing for the ranks of lieutenant and captain will normally be scheduled during the month of October.
 - b. Testing for fire inspector will be scheduled as openings occur or are projected to occur.
2. Significant changes to testing content or procedure will be posted no later than March 1st of the test year. Examples of significant changes are: changes in eligibility, adding or omitting major sections of the test, or changing the percentage of weight given to each major section.
3. The general administrative details regarding place, time, uniform specifications, use of assessment center, job description and other related matters will be posted 45 days prior to the written test.
4. Candidates wishing to test for promotion to lieutenant or captain must provide a written letter of intent to the test administrator, no earlier than May 1st and NO LATER than 0900 hours on May 31st of the test year. E-mail is an acceptable means of providing a letter of intent. The candidate(s) will also be required to complete a City of Boulder online application form.

D. General Testing Procedures

1. General

- a. All sections of the testing procedure shall be directly related to required knowledge, skills and abilities of the position they are testing for.
- b. The testing procedures for fire inspector will be formulated by the fire administration and Local 900 Bargaining Unit at the appropriate time. The testing procedures may not adhere strictly to the current protocols and time-lines set forth in this policy.

2. Assessment Center

- a. Each assessment center for fire lieutenant and captain shall be conducted by a qualified company routinely engaged in providing promotional exams. The numbers and ranks of assessors on each panel shall be determined by the company and agreed to by the test administrator.
- b. There will be one (1) Human Resource observer and one (1) union observer for each section of the assessment center. The union observers will be of equal or greater rank for the position being promoted. These observers will meet with the test administrator prior to the testing to discuss matters of importance to city administration, fire administration and the bargaining unit.
- c. The Human Resource observers and union observers will have access to all portions of the assessment center, including the final scoring process. Observers, at no time and in no case, will have a role in scoring candidates in the assessment center process.
- d. The use of non-fire assessors on non-tactical exercises is permissible. Assessors for tactical exercises will be fire professionals.

3. Test Administrator

Each testing process shall have a designated test administrator. The training chief will normally fill this position but will have the option of designating another chief officer. If the training chief has assigned another chief officer to administer the test, he/she will be identified no later than May 1st of the test year. All questions related to the testing process must be brought to the attention of the test administrator.

E. Test Sections, Weight

Written Test: 20 points

Oral Examination: 20 points

Emergency Situational Exercise: 25 points

Non-Emergency Situational Exercise: 25 points

Written Exercise: 10 points

F. Scoring

1. A cumulative score of 70% (before the addition of any preference points) must be achieved in order to be qualified for promotion. In the unlikely event that candidates have the same, identical final total score, and were both hired on the same day, the candidate with the lowest numerical value BFD ID number (assigned date of hire), will determine whose name appears first and whose name appears second on the list.
2. Preference points will accrue up to the date of the examination and will be added to the final score of those who have achieved a cumulative score of 70% or greater.
 - a. Captain
 1. Five (5) points for 10 or more years in permanent grade as a lieutenant.
 2. Four (4) points for 7-9 years in permanent grade as a lieutenant.
 3. Three (3) points for 4-6 years in permanent grade as a lieutenant.
 - b. Lieutenant
 1. Five (5) points for 10 or more years in permanent grade as a fire engineer.
 2. Four (4) points for 6-9 years in permanent grade as a fire engineer.
 3. Three (3) points for 1-5 years in permanent grade as a fire engineer.
 4. Two (2) points if successfully taken and passed the most recent fire engineer exam.

* Permanent grade does not begin until the person has successfully completed the six (6) month probationary period.

Example: a recently promoted engineer participating in the lieutenant promotional process would not be eligible for the three (3) preference points until 18 months from their promotional date (6-month probation plus one (1) year in permanent grade). In this example, the candidate would receive two (2) preference points, regardless of their participation in the most recent fire engineer exam.

G. Reading Materials for Written Examination and Testing

The following is a list of materials to be used for testing. The specific versions will be identified by the test administrator no later than March 1st, unless otherwise indicated pursuant to Section C., 2. (above). At least one copy of each of the following reading materials shall be placed in each station and Headquarters, if applicable.

1. IFSTA manuals, subsections by rank, up to two (2) Accredited Fire Service Manuals per test
2. Administrative Policies and Procedures
3. Operational Directives
4. Advisories & General Orders
5. National Incident Management System (NIMS)
6. Current Labor Agreement
7. International Fire Code (IFC)
8. HazMat DOT Emergency Response Guide

Specific reading lists for each rank will be posted in each station no later than March 1st.

H. Past Performance and Records Evaluation

1. The test administrator, a member of Human Resource and a union observer will evaluate the candidates past performance and disciplinary record within the last two (2) years from the test date.
2. Points will be deducted from the final score for recorded disciplinary actions taken against the candidate in the following manner:
 - a. Three (3) points for every suspension up to three (3) days
 - b. Five (5) points for every suspension greater than three (3) days
 - c. Five (5) points for any demotion within the last two (2) years

I. Test Tabulation and Posting

1. Test tabulation will be completed in an expedient and timely manner by the Company providing the promotional exam.
2. The test administrator, a Human Resource member and a union observer will go over the tests and scores to ensure accuracy, consistency and lack of errors in the final tabulation of test scores.
3. The test administrator will:
 - a. Communicate individual scores to assessment center candidates.
 - b. Put out a fire department advisory with the ranked order of the promotional list. Individual scores will not be indicated.

J. Record Administration and Retention

1. The test administrator will provide feedback to each candidate on their individual scores, including any written feedback provided by the Company. The candidate may waive this procedure.
2. All written feedback shall be retained by the City of Boulder for two (2) calendar years. Candidates may request a copy of their written feedback, but may not remove the original documents or other materials.

K. Candidate Objections

1. Candidates must state objections to the assessment center portion of the testing process to the test administrator, in writing, prior to leaving the testing center on the day of the testing process.
2. Any objections to the written exam portion of the testing process must be made, in writing, within 24 hours of the post-test review.
3. The test administrator, with the assistance of Human Resources and union observers, will respond to the complaints after researching the basis and circumstances surrounding the complaint.

Revised 09/01/2016

**City of Boulder Fire Department
Fire Engineer Promotional Procedure**

Promotions for the position of fire engineer will be accomplished in conformance with the provisions of this policy. The intent of this promotional procedure is that promotional lists remain in effect for two years. When circumstances are such that re-testing must occur, the dates stated in this procedure may need to be readjusted to ensure the list remains in effect for two years.

A. Promotion to Fire Engineer

Promotional lists for each rank shall be formed every two (2) years for promotional opportunities that become available during corresponding years. Candidates shall be tested in accordance with this policy and placed on the promotional lists.

1. Eligibility

All candidates for promotion must be 1st class firefighters or higher in rank on the date of the test. Eligibility for testing will be determined using the following guidelines:

a. Firefighter

Any 1st class firefighter with one (1) calendar year or more in grade may test for the position of fire engineer.

2. External Candidates

Every effort will be made to compile an acceptable number of eligible candidates from within the Boulder Fire Department. However, the fire chief shall retain the discretion to post any position(s) externally as well, when it is determined that the need to do so exists.

In the unlikely event the fire chief chooses to seek external candidates, eligibility requirements for outside candidates will be extended to all individuals on the Boulder Fire Department who fulfill those requirements of the external posting.

B. Formation of Promotional List

1. In order to be placed on the promotional list, candidates must participate in all portions of the testing procedure.
2. Candidates shall be ranked by the order of their test scores. Candidates with the same score shall be placed in order of seniority on the Department. A cumulative score of 70% must be achieved in order to be qualified for placement on the two (2) year promotion list.
3. The fire chief shall promote the top candidate on the list.
4. The promotional list for fire engineer shall remain in effect for two (2) years. This list will remain in effect through May 31st. Any position that becomes vacant on or before May 31st shall be filled from the promotional list in effect. For the purpose of this policy, a position becomes vacant the day after the person vacating the position is no longer on the City of Boulder payroll.

C. When Testing Occurs

1. Testing will be scheduled every two (2) years, or as otherwise required.

- a. Testing for the rank of fire engineer will normally be scheduled during the month of May.
2. Significant changes to testing content or procedure will be posted no later than January 31st of the test year. Examples of significant changes are: changes in eligibility, adding or omitting major sections of the test, or changing the percentage of weight given to each major section.
3. The general administrative details regarding place, time, uniform specifications, job description and other related matters will be posted 45 days prior to the written test.
4. Candidates wishing to test for promotion to fire engineer must provide a written letter of intent to the test administrator, no earlier than January 1st and NO LATER than 0900 hours on January 31st of the test year. E-mail is an acceptable means of providing a letter of intent. The candidate(s) will also be required to complete a City of Boulder online application form.

D. General Testing Procedures

1. General

All sections of the testing procedure shall be directly related to required knowledge, skills and abilities of the position they are testing for.

2. Assessment Center

- a. The promotional exam for the position of fire engineer will be conducted using "in-house" personnel chosen by the test administrator. Evaluators for fire engineer will include one (1) chief officer, two (2) line officers and one (1) fire engineer.
- b. There will be one (1) Human Resource observer and one (1) union observer for each section of the exam. The union observers will be of equal or greater rank for the position being promoted. These observers will meet with the test administrator prior to the testing to discuss matters of importance to city administration, fire administration and the bargaining unit.
- c. The Human Resources observers and the union observer will have access to all portions of the promotional exam, including the final scoring process. Observers, at no time and in no case, will have a role in the scoring of promotional exam candidates.

3. Test Administrator

Each testing process shall have a designated test administrator. The training chief will normally fill this position but will have the option of designating another chief officer. If the training chief has assigned another chief officer to administer the test, he/she will be identified no later than January 1st of the test year. All questions related to the testing process must be brought to the attention of the test administrator.

E. Test Sections, Weight

Written Test: 20 points

Oral Examination: 20 points

- a. The promotional board will administer an oral examination which may include, but is not limited to, general questions concerning performance, situational, and technical questions.
- b. Final tabulation and averaging of scores will be done by the entire promotional board.

Performance Pumping: 30 points

Performance Driving: 30 points

F. Scoring

The highest possible total score for the entire selection process is 100 points. A cumulative score of 70% must be achieved in order to be qualified for promotion. In the unlikely event that candidates have the same, identical final total score, and were both hired on the same day, the candidate with the lowest numerical value BFD ID number (assigned date of hire), will determine whose name appears first and whose name appears second on the list.

G. Reading Materials for Written Examination and Testing

The following is a list of materials to be used for testing. The version(s) in effect on October 1st shall be used for testing, unless otherwise indicated pursuant to Section C., 2. (above). At least one copy of each of the following reading materials shall be placed in each station and Headquarters, if applicable.

1. IFSTA manuals, subsections by rank, up to 3 books per test
2. Administrative Policies and Procedures.
3. Operational Directives
4. Advisories & General Orders
5. Maps and Streets
6. Current Labor Agreement
7. HazMat DOT Emergency Response Guide

Specific reading lists for each rank will be posted in each station no later than October 1st.

H. Past Performance and Records Evaluation

1. The test administrator, a member of Human Resource and a union observer will evaluate the candidates past performance and disciplinary record within the last two (2) years from the test date.
2. Points will be deducted from the final score for recorded disciplinary actions taken against the candidate in the following manner:
 - a. Three (3) points for every suspension up to three (3) days
 - b. Five (5) points for every suspension greater than three (3) days
 - c. Five (5) points for any demotion within the last two (2) years

I. Test Tabulation and Posting

1. Test tabulation will be completed in an expedient and timely manner.

2. The test administrator, a Human Resource member and a union observer will go over the tests and scores to ensure accuracy, consistency and lack of errors in the final tabulation of test scores.
3. The test administrator will:
 - a. Communicate individual scores to promotional exam candidates.
 - b. Put out a Fire Department Advisory with the ranked order of the promotional list. Individual scores will not be indicated.

J. Record Administration and Retention

1. The Test Administrator will provide feedback to each candidate on their individual scores, including any written feedback provided by the promotional board. The candidate may waive this procedure.
2. All written feedback shall be retained by the City of Boulder for two (2) calendar years. Candidates may request a copy of their written feedback, but may not remove the original documents or other materials.

K. Candidate Objections

1. Candidates must state objections to the assessment center portion of the testing process to the test administrator, in writing, prior to leaving the testing center on the day of the testing process.
2. Any objections to the written exam portion of the testing process must be made, in writing, within 24 hours of the post-test review.
3. The Test Administrator will respond to the complaints after researching the basis and circumstances surrounding the complaint. The Human Resource and union observers will assist in researching the complaint.

**City of Boulder Fire Department
2ND Class Firefighter Advancement Procedure**

Advancement to the position of 2nd class firefighter will be accomplished in conformance with the provisions of this policy and the current Collective Bargaining Agreement.

A. Advancement to 2nd Class Firefighter

1. Eligibility

The 3rd class firefighter will be advanced to the position of 2nd class firefighter upon completion of all the following:

- d. One (1) year of satisfactory, continuous and uninterrupted service following academy graduation. The fire chief may extend this period for an additional three (3) months by informing the employee and Human Resources of intent.
 - i. Satisfactory service will be determined by the fire chief subject to the rights of grievance and arbitration by any grieved party.
- e. Successful completion of all 1st year phase work includes:
 - i. Passing all required tests
 - ii. Job Performance Evaluations/Requirements

**City of Boulder Fire Department
1st Class Firefighter Advancement Procedure**

Advancement to the position of 1st class fire fighter will be accomplished in conformance with the provisions of this policy and the current Collective Bargaining Agreement.

A. Advancement to 1st Class Firefighter

The 2nd Class Firefighter will be advanced to the position of 1st Class Firefighter upon successful completion of the 1st Class Firefighter phase training program.

1. Eligibility

Any 2nd class firefighter is eligible to participate in the 1st class firefighter phase program. The 2nd class firefighter will be advanced to the position of 1st class firefighter upon completion of all 1st class firefighter phase work.

a. Successful completion of all 1st class firefighter phase work includes:

- i. Passing all required written and practical exams**
- ii. Job Performance Evaluations/Requirements**
- iii. Obtain all required state certifications**