WORKING AGREEMENT BETWEEN

LOCAL #2086

&

SOUTH METRO FIRE RESCUE FIRE PROTECTION DISTRICT
EFFECTIVE 1/1/2022 — 12/31/2024
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WORKING AGREEMENT BETWEEN
LOCAL #2086
&
SOUTH METRO FIRE RESCUE FIRE PROTECTION DISTRICT

EFFECTIVE 1/1/2022 — 12/31/2024

This Working Agreement is between the International Association of Firefighters Local 2086 ("Association" or "Local 2086") and the South Metro Fire Rescue Fire Protection District ("District" or "SMFR"), a quasi-municipal government and political subdivision of the State of Colorado organized pursuant to Article 1, Title 32, C.R.S. This Working Agreement reflects a bargaining relationship between the Association and the District created by voluntary recognition by the District that remains in effect under Colorado Statutes 29-5-212 (4)(a). The Working Agreement sets forth procedures for negotiations between the Association and the District in lieu of any agreement to apply the provisions of Part 2 of the Colorado Firefighters Safety Act. The Association and District agree that the Association is not waiving any of its rights under the Colorado Firefighter Safety Act by entering into this Working Agreement.

ARTICLE 1 - District Rights:

Except as otherwise specifically provided in this Agreement, the District has the sole and exclusive right to exercise all the rights or functions of management, and the exercise of any such rights or functions shall not be subject to any grievance procedure. Without limiting the generality of the foregoing, as used herein, the term "Rights of Management" includes:

a. The determination of SMFR policy including the right to manage the affairs of the fire department in all respects;
b. the right to assign working hours including overtime;
c. the right to establish, modify or change work schedules, staffing of apparatus, amount of apparatus in the main or reserve fleet, etc.;
d. the right to assign firefighters to other duties within the fire department when their apparatus is out of service;
e. the right to direct firefighters, including the right to hire, promote or transfer any firefighter;
f. the table of organization of SMFR, including the right to organize and reorganize SMFR in any manner it chooses, including the size of SMFR and the determination of job classifications and ranks based upon duties assigned;
g. the determination of the safety, health and property protection measures for SMFR;
h. the selection, promotion or transfer of firefighters to supervisory or other managerial or support positions;
i. the allocation and assignment of work to firefighters within SMFR;
j. the determination of policy affecting the selection or training of firefighters;
k. the scheduling of operations and the determination of the number and duration of hours of assigned duty per week;
l. the establishment, modification and enforcement of SMFR Rules and Regulations, Policies and Procedures (P&Ps) and Standard Operating Guidelines (SOGs);
m. the transfer of work from one position to another within SMFR;
n. the introduction of new, improved or different methods and techniques of operation of SMFR or a change in existing methods and techniques;
o. the determination of the number of ranks and number of firefighters within each rank;
p. the determination of the amount of supervision necessary;
q. the transfer of fire fighters from one station, district or support service to another.
ARTICLE 2 - Labor Responsibilities:

The District agrees that the Executive Board of the Association will present the views of Line Personnel, as defined below, to the Fire Chief. Occasionally the Fire Chief may request the Association to address an issue to the District Board of Directors or the Association may request the opportunity to address the District Board of Directors directly about a matter after consultation with the Fire Chief. The Fire Chief will establish a schedule to meet with the Association on a regular basis but will be available between scheduled meetings.

The Association will also have representatives selected by Local 2086 assigned to the following committees:

<table>
<thead>
<tr>
<th>Compensation and Benefits Committee</th>
<th>up to 2 members</th>
</tr>
</thead>
<tbody>
<tr>
<td>Health and Safety Committee</td>
<td>up to 2 members</td>
</tr>
</tbody>
</table>

The Association also can send one person of the Association Executive Board to all Operations Command Staff meetings. If necessary, this person may attend on duty and the appropriate coverage will be determined by the on-duty Battalion Chiefs.

ARTICLE 3 – No Strike Provisions:

There will be no strikes, work stoppages, picket lines, slowdowns, boycotts, or concerted failure or refusal to perform assigned work by the members of Local 2086 and there will be no lockouts by the District for the duration of this Agreement. Local 2086 supports the District fully in maintaining normal operations. Any employee who participates in or promotes a strike, work stoppage, picket line, slowdown, boycott, sympathy strike, sickout, work to rule, or other concerted failure or refusal to perform assigned work shall be subject to disciplinary action, up to and including discharge. It is recognized by the parties that the District is responsible for and engaged in activities which are the basis of the health and welfare of our citizens and that any violation of this Section would give rise to irreparable damage to the District and to the public at large. Accordingly, it is understood and agreed that in the event of any violation of this Section, the District shall be entitled to seek and obtain immediate injunctive relief. Provided, however, it is agreed that Local 2086 shall not be responsible for any act alleged to constitute a breach of this Section if it can be shown that neither Local 2086 nor any of its officers instigated, authorized, condoned, sanctioned, or ratified such action, and further, that Local 2086 and its officers have used every reasonable affirmative means to prevent or terminate such action.

ARTICLE 4 – Local 2086 Recognition:

This Working Agreement covers all full-time SMFR firefighter personnel, up to and including the classification of Captain, ("Line Personnel") with respect to wages, fringe benefits, and other terms and conditions of employment as set forth in this Working Agreement, but specifically excluding all cadets who have not graduated from the Training Academy and Apprentices. Any reference herein to an "employee" or "employees" is limited to employees of the District that are Line Personnel.

Line Personnel temporarily assigned to staff positions shall be covered by this Agreement.
ARTICLE 5 – Local 2086 Leave:

SMFR agrees to grant necessary and reasonable administrative leave with pay, up to a maximum total of one hundred ninety-two (192) hours per calendar year for the three Local 2086 officers (President, Secretary and Treasurer) to attend monthly business meetings of Local 2086, or to participate in meetings and conferences with the Fire Chief regarding the matters set forth herein. The Fire Chief may approve additional hours if needed. Local 2086 will submit in writing to the Human Resources Director the names, title of office, and contact number of these officers within fourteen (14) days of execution of this Working Agreement and within fourteen (14) days following any change to the Local 2086 officers. Such leave shall be administered in the same manner as all other discretionary leave. In addition, no paid leave shall be forthcoming for time that would not have, in the normal course of operations, been paid time for any of the employees taking leave under this Article.

ARTICLE 6 – Payroll Deduction of Dues:

The District agrees to deduct from the wages of each employee the sum certified as the monthly Association dues and deliver the sum to the Association Treasurer only upon the written authorization of an employee. The employee, the Association, and the District agree that the amount certified as dues deduction shall commence on the effective date of the agreement of each employee and shall not vary from month to month. If any employee does not have a check coming, or the check is not large enough to satisfy the assignments, no collection shall be made from the employee for that month.

The Association agrees to hold the District harmless, indemnify and defend the District from and against any and all claims, demands, suits and other forms of liability that may arise out of, or by any reason of, action taken in reliance upon such individual authorization cards or by reason of the District’s complying with the provision of this section.

ARTICLE 7 – Meet and Confer Process:

The Fire Chief, the Association and anyone else the Fire Chief deems appropriate agree to meet and confer during the first month of each quarter to work together to solve or avoid problems, to strive to improve the working environment, to strengthen the labor/management working relationships and/or to discuss proposed policy changes. If the Fire Chief and Local 2086 are unable to come to an agreement during the meet and confer process both parties agree to engage a mutually agreed upon third party mediator to assist in reaching agreement.

ARTICLE 8 – SMFR Compensation and Benefits:

As part of and in accordance with the District’s compensation philosophy and to the extent such philosophy is compliant with Colorado law, SMFR’s total compensation package, will include:

- Base wages: 2% increase in 2022, 3% increase in 2023, 3% increase in 2024. See compensation chart below.

Base wages effective in the pay period that includes January 1, of each year 2022 through 2024 will be:
<table>
<thead>
<tr>
<th></th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>Captain</td>
<td>$130,201</td>
<td>$134,107</td>
<td>$138,130</td>
</tr>
<tr>
<td>EMS District Supervisor</td>
<td>$130,201</td>
<td>$134,107</td>
<td>$138,130</td>
</tr>
<tr>
<td>Lieutenant</td>
<td>$117,663</td>
<td>$121,193</td>
<td>$124,829</td>
</tr>
<tr>
<td>EMS Supervisor</td>
<td>$117,663</td>
<td>$121,193</td>
<td>$124,829</td>
</tr>
<tr>
<td>Paramedic FTO</td>
<td>$114,288</td>
<td>$117,716</td>
<td>$121,247</td>
</tr>
<tr>
<td>Engineer</td>
<td>$106,089</td>
<td>$109,272</td>
<td>$112,550</td>
</tr>
<tr>
<td>Paramedic I</td>
<td>$110,912</td>
<td>$114,239</td>
<td>$117,667</td>
</tr>
<tr>
<td>Paramedic II</td>
<td>$99,820</td>
<td>$102,815</td>
<td>$105,899</td>
</tr>
<tr>
<td>Paramedic III</td>
<td>$89,839</td>
<td>$92,534</td>
<td>$95,310</td>
</tr>
<tr>
<td>Paramedic IV</td>
<td>$71,871</td>
<td>$74,027</td>
<td>$76,248</td>
</tr>
<tr>
<td>Firefighter I</td>
<td>$96,445</td>
<td>$99,338</td>
<td>$102,319</td>
</tr>
<tr>
<td>Firefighter II</td>
<td>$86,801</td>
<td>$89,405</td>
<td>$92,087</td>
</tr>
<tr>
<td>Firefighter III</td>
<td>$78,121</td>
<td>$80,465</td>
<td>$82,879</td>
</tr>
<tr>
<td>Firefighter IV</td>
<td>$62,496</td>
<td>$64,371</td>
<td>$66,302</td>
</tr>
</tbody>
</table>

**Differentials**

- **EMT-P Cert Differential (Eng, LT & Capt)**: $3,000/yr
- **EMT-P Cert Differential (BC’s)**: $1,500/yr
- **Education Differential – Associates degree**: 1% of Base Wage
- **Education Differential – Bachelors degree**: 3% of Base Wage
- **Education Differential – Master’s degree**: 5% of Base Wage
- **Education Differential – PHD/JD**: 6% of Base Wage

The following are indexes that will be used to calculate base salaries:

<table>
<thead>
<tr>
<th></th>
<th>Index</th>
</tr>
</thead>
<tbody>
<tr>
<td>Captain</td>
<td>135% of FF I</td>
</tr>
<tr>
<td>EMS District Supervisor</td>
<td>135% of FF I</td>
</tr>
<tr>
<td>Lieutenant</td>
<td>122% of FF I</td>
</tr>
<tr>
<td>EMS Supervisor</td>
<td>122% of FF I</td>
</tr>
<tr>
<td>Paramedic FTO</td>
<td>118.5% of FF I</td>
</tr>
<tr>
<td>Paramedic I</td>
<td>115% of FF I</td>
</tr>
<tr>
<td>Engineer</td>
<td>110% of FF I</td>
</tr>
<tr>
<td>Paramedic II</td>
<td>90% of PM I</td>
</tr>
<tr>
<td>Paramedic III</td>
<td>90% of PM II</td>
</tr>
<tr>
<td>Paramedic IV</td>
<td>80% of PM III</td>
</tr>
<tr>
<td>Firefighter II</td>
<td>90% of FF I</td>
</tr>
<tr>
<td>Firefighter III</td>
<td>90% of FF II</td>
</tr>
<tr>
<td>Firefighter IV</td>
<td>80% of FF III</td>
</tr>
</tbody>
</table>
Retirement Plans

SMFR offers five retirement plans: FPPA Statewide Defined Benefit Plan, FPPA Statewide Hybrid Plan, 401(a) Money Purchase Plan, 457(b) Deferred Compensation Plan, and a Retiree Health Savings Plan.

FPPA Statewide Defined Benefit Plan:
The FPPA Statewide Defined Benefit Plan is only available to former employees of Cunningham and Littleton who were previously enrolled in the FPPA Statewide Defined Benefit Plan at the time of consolidation.

Refer to the following schedule for mandatory Statewide Defined Benefit Plan contribution rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Employee Contribution Rate</th>
<th>Employer Contribution Rate</th>
<th>Total Contribution Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/01/2021</td>
<td>11.5%</td>
<td>8.5%</td>
<td>20%</td>
</tr>
<tr>
<td>1/01/2022</td>
<td>12%</td>
<td>9%</td>
<td>21%</td>
</tr>
<tr>
<td>1/01/2023</td>
<td>12%</td>
<td>9.5%</td>
<td>21.5%</td>
</tr>
<tr>
<td>1/01/2024</td>
<td>12%</td>
<td>10%</td>
<td>22%</td>
</tr>
<tr>
<td>1/01/2025</td>
<td>12%</td>
<td>10.5%</td>
<td>22.5%</td>
</tr>
<tr>
<td>1/01/2026</td>
<td>12%</td>
<td>11%</td>
<td>23%</td>
</tr>
<tr>
<td>1/01/2027</td>
<td>12%</td>
<td>11.5%</td>
<td>23.5%</td>
</tr>
<tr>
<td>1/01/2028</td>
<td>12%</td>
<td>12%</td>
<td>24%</td>
</tr>
<tr>
<td>1/01/2029</td>
<td>12%</td>
<td>12.5%</td>
<td>24.5%</td>
</tr>
<tr>
<td>1/01/2030</td>
<td>12%</td>
<td>13%</td>
<td>25%</td>
</tr>
</tbody>
</table>

For those employees considered to be part of the reentry group, there is an additional 0.1% mandatory contribution for both the employee and employer.

FPPA Statewide Hybrid Plan
This plan is only available to former employees of Littleton who were previously enrolled in the FPPA Statewide Hybrid Plan at the time of consolidation.

Refer to the following schedule for mandatory Statewide Hybrid Plan contributions rates:

<table>
<thead>
<tr>
<th>Employee Contribution Rate</th>
<th>Employer Contribution Rate</th>
<th>Total Contribution Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>10%</td>
<td>10%</td>
<td>20%</td>
</tr>
</tbody>
</table>

401(a) Money Purchase Plan:
The 401(a) Money Purchase Plan is an individual, self-directed retirement account that becomes available to the employee at retirement. Contributions to the plan are made on a pre-tax basis. All new hire line employees are required to participate from their date of hire.

Contributions
The mandatory employee contribution into the 401(a) Money Purchase Plan is 12% of the employee's base salary per pay period. The SMFR employer matching contribution is 12% of the employee's base salary per pay period.
Vesting Schedule
The employee is fully vested in their own contributions beginning on the first day of participation in the 401(a) Money Purchase Plan. The employee becomes vested in employer contributions according to the following schedule.

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Vested %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1</td>
<td>0%</td>
</tr>
<tr>
<td>1, but less than 2</td>
<td>33%</td>
</tr>
<tr>
<td>2, but less than 3</td>
<td>66%</td>
</tr>
<tr>
<td>3 or more</td>
<td>100%</td>
</tr>
</tbody>
</table>

457(b) Deferred Compensation Plan:
The 457(b) Deferred Compensation Plan is a voluntary retirement account that allows SMFR to further assist employees in building retirement funds. Line employees may contribute on a pre-tax through the Traditional 457(b) Deferred Compensation Plan and/or after-tax basis through the Roth Account and the investments grow tax deferred.

Contributions
Traditional 457(b): Employee contributions are made on a pre-tax basis, reducing current taxable compensation. Earnings grow tax deferred, and distributions are taxable.

Roth Account: A Designated Roth Account is a separate account within the 457(b) Deferred Compensation Plan that holds designated Roth contributions which are made by the employee on an after-tax basis. These contributions are not tax-deferred and qualified distributions are tax-free.

Employee contributions to the Traditional 457(b) and Roth accounts are voluntary. SMFR makes matching contributions to the employee 457(b) Deferred Compensation Plan account in accordance with the following schedule. Employer and Employee contributions are fully vested on the first day of participation in the plan.

<table>
<thead>
<tr>
<th>Years of Service*</th>
<th>Employee Contributions</th>
<th>Employer Contributions</th>
</tr>
</thead>
<tbody>
<tr>
<td>On date of hire</td>
<td>0% Employee Contribution Required to receive 2% Employer Contribution of Base Pay</td>
<td>Total of 2% of Base Pay**</td>
</tr>
<tr>
<td>5th Year</td>
<td>1% Employee Contribution Required to receive 3% Employer Contribution of Base Pay</td>
<td>Total of 3% of Base Pay**</td>
</tr>
<tr>
<td>10th Year</td>
<td>2% Employee Contribution Required to receive 4% Employer Contribution of Base Pay</td>
<td>Total of 4% of Base Pay**</td>
</tr>
</tbody>
</table>

*The increase to the Employer Contribution is made at the beginning of the year in which an employee is anticipated to reach their 5th or 10th year of service.

**Base pay shall include “differentials” in addition to base wage.
Retiree Health Savings Plan (RHS):
The Retiree Health Savings Plan is provided by SMFR to assist employees in building a tax-free fund for retirement health care expenses*. Individuals are eligible to access these funds, tax-free at the time of separation from service.

SMFR contributes 2.5% of FFI base salary to the employees RHS account from the employee’s date of hire.

For eligible employees (rule of 75 thru 64 years of age), SMFR guarantee’s the following minimum balances at separation from service (See Chart Below).
The rule of 75 is defined as: Employee Age plus Years of Service. The rule of 75 is used to determine minimum eligibility to qualify for the guaranteed minimum balance.
The guaranteed amount is offset by the members current RHS balance. As an example, a member who is age 59, meets the rule of 75, has a current RHS balance of $16,000, would receive an additional $28,000 at separation from service to raise their balance to $44,000. As a second example, a member who is age 59, has 15 years of service, does not meet the rule of 75 (59+15=74), would not qualify for any additional balance to their RHS.

Any monies added to the employees RHS fund from a sick bank buyout, do not count towards the minimum balance listed below.

<table>
<thead>
<tr>
<th>Age</th>
<th>Minimum Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rule of 75* - 57</td>
<td>$60,000</td>
</tr>
<tr>
<td>58</td>
<td>$52,000</td>
</tr>
<tr>
<td>59</td>
<td>$44,000</td>
</tr>
<tr>
<td>60</td>
<td>$36,000</td>
</tr>
<tr>
<td>61</td>
<td>$28,000</td>
</tr>
<tr>
<td>62</td>
<td>$20,000</td>
</tr>
<tr>
<td>63</td>
<td>$12,000</td>
</tr>
<tr>
<td>64</td>
<td>$8,000</td>
</tr>
</tbody>
</table>

*Retirement health care expenses eligible for reimbursement from the RHS fund consist of all medical expenses eligible under the Internal Revenue Code Section 213(d).

**Vacation**

South Metro Fire Rescue provides its full-time employees with paid vacation time in accordance with the following schedule based on the employee’s date of full-time hire:

<table>
<thead>
<tr>
<th>Months of Continuous Employment</th>
<th>2022 Line Accrual (Hours/Year)</th>
<th>2023 Line Accrual (Hours/Year)</th>
<th>2024 Line Accrual (Hours/Year)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 – 36</td>
<td>144</td>
<td>168</td>
<td>216</td>
</tr>
<tr>
<td>37 – 108</td>
<td>216</td>
<td>240</td>
<td>288</td>
</tr>
<tr>
<td>109 – 168</td>
<td>288</td>
<td>312</td>
<td>360</td>
</tr>
<tr>
<td>169 – 228</td>
<td>336</td>
<td>360</td>
<td>408</td>
</tr>
<tr>
<td>&gt;228</td>
<td>360</td>
<td>384</td>
<td>432</td>
</tr>
</tbody>
</table>
**Accruals**
Vacation leave is accrued on a daily basis but will be issued in advance on January 1st of each year in anticipation that the employee will complete a full year of service; however, accrual shall be based on actual time worked. Employees who begin their employment after January 1st of the year shall be issued a pro-rated amount of vacation, based on the number of days left in the year, for the first year of their employment. Increased accruals based upon months of continuous employment will become effective January 1st of the year, regardless of dates of full-time hire. Sick leave will not be accrued during an unpaid leave of absence.

If the employee terminates employment and has used more vacation hours than have been earned, the number of vacation hours used in excess of that which was earned will be multiplied by their current hourly rate and deducted from the employee’s final paycheck. If the amount owed is more than the final paycheck, the amount is collectable by SMFR by any appropriate means.

**Conversion**
After being reassigned to or from Line to or from Staff, vacation leave accruals will be converted.

The Finance Division will provide all employees who are reassigned from Line to Staff and Staff to Line with a written reconciliation of all accrued leave. This reconciliation will be signed by the employee, their future immediate supervisor, and added to their permanent personnel file.

**Sick Leave**

**Accrual Rates**
Regular full-time Line employees accrue 144 hours of sick leave per year. Sick leave is accrued on a daily basis but will be issued in advance on January 1st of each year in anticipation that the employee will complete a full year of service; however, accruals shall be based on actual time worked. Employees who begin their employment after January 1st of the year shall be issued a pro-rated amount of sick leave based on the number of days left in the year, for their first year of employment. Leave is then deducted throughout the calendar year as it is utilized. Sick leave will not be accrued during an unpaid leave of absence.

**Conversion**
After being reassigned to or from Line to or from Staff, sick leave accruals will be converted.

The Finance Division will provide all employees who are reassigned from Line to Staff and Staff to Line with a written reconciliation of all accrued leave. This reconciliation will be signed by the employee, their future immediate supervisor, and added to their permanent personnel file.

**Sick Leave Buy Out**
Line employees may not retain more than 1080 hours in their sick leave bank. On December 31st of each calendar year, hours in excess of 1080 will be reduced and converted to compensation at a ratio of one hour paid for every hour accrued and unused. This time is paid at the current rate of pay effective on December 31st of each year. The buyout will occur in January of the following year.
Resignation in Good Standing

When a Line employee voluntarily leaves South Metro Fire Rescue for any reason prior to having completed five (5) full years of service with SMFR then the remaining unused sick leave bank shall remain the property of SMFR and shall not be compensated to the employee in any manner.

When the employee in good standing voluntarily leaves SMFR for any reason after having completed five (5) full years of service, any remaining unused sick leave shall be paid to the employee at the following ratio:
- 5 – 9 years of service = 1 hour paid for every 4 hours accrued
- 10 – 14 years of service = 1 hour paid for every 3 hours accrued
- 15 – 19 years of service = 1 hour paid for every 2 hours accrued
- 20 - 24 years of service = 1 hour paid for every 1.5 hours accrued
- 25 years of service = 1 hour paid for every hour accrued. 65% of buyout will be paid directly to the employee, 35% will be paid to the employees qualified retirement health fund. This 35% contribution does not count towards the minimum balance as shown in the table above.

If the employee has used more sick leave hours than have been earned at resignation in good standing, the number of sick leave hours used in excess of that which was earned will be multiplied by their current hourly rate and deducted from the employee’s final paycheck. If the amount owed is more than the final paycheck, the amount is collectable by SMFR by any appropriate means.

Termination

Upon termination or through a resignation in lieu of termination (employee is not in good standing), the unused sick leave for both full-time and benefited part-time employees shall remain the property of SMFR and shall not be compensated to the employee in any manner.

Bereavement

Full-time Line employees may be granted up to seventy-two (72) hours of paid bereavement leave per occurrence in the event of death of a family member.

For purposes of this policy, a “family member” is defined as spouse, domestic partner, children, grandchildren, parents, parents-in-law, legal guardian, brothers, sisters, brothers-in-law, sisters-in-law, grandparents, grandparents-in-law, aunts, aunts-in-law, uncles, uncles-in-law, nieces, nephews, first cousin, step parents, step parents-in-law, step brothers, step brothers-in-law, step sisters, step sisters-in-law or other individuals whose relationship to the employee is that of a dependent.

Line employees must notify their Battalion Chief of the need for bereavement leave as soon as practicable. Employees may be required to provide written proof of the family member’s death as requested by South Metro Fire Rescue.

The respective Assistant Chief may grant bereavement leave for special situations, other than those relationships described above. The Human Resources Director shall be notified of all policy exceptions for tracking purposes.
Military Leave

SMFR is committed to protecting the job rights of employees absent on military leave. In accordance with federal and state law, it is the SMFR's policy that no employee or prospective employee will be subjected to any form of discrimination based on that person's membership in or obligation to perform service for any of the Uniformed Services of the United States.

SMFR provides military leave of absences in accordance with The Uniformed Services Employment and Reemployment Rights Act (USERRA) Title 38 U.S. Code, Chapter 43, Sections 4301-4335 and the Colorado Revised Statutes, Title 28, Article 3, Part 6.

Procedure:

A. Notification/Request for Military Leave

The employee must notify Human Resources of the call to military service as soon as the information is known. A copy of the military orders is required by policy and may be provided at the end of such leave should circumstances prevent the employee from providing it in advance.

B. Military Leave of Absence – C.R.S., Title 28, Article 3, Part 6

Military leave of absences are granted under USERRA and are without pay; however, Colorado Revised Statute, 28-3-601 requires public sector employers to grant service members in the National Guard or US Military Reserves military leave without loss of wages for up to 15 days per leave year, which is established by the employer. SMFR provides paid leave for any of the Uniformed Services of the United States as defined by USERRA. During the required leave, the employee's seniority, status, vacation, sick leave and other benefits are maintained. SMFR has defined a "day" as 8 hours.

Eligible SMFR Line employees are granted the following paid military leave per leave year, which exceeds the amount required by Colorado statute.

<table>
<thead>
<tr>
<th>Line Employees on 56-hour week</th>
<th>Line Employees on 40-hour week</th>
</tr>
</thead>
<tbody>
<tr>
<td>360 Hours per Calendar Year*</td>
<td>240 Hours per Calendar Year*</td>
</tr>
</tbody>
</table>

*SMFR has established the "leave year" to be a calendar year.

C. Military Leave of Absence - USERRA

Line personnel who are members of any uniformed services of the United States may be entitled to USERRA military leave. After the allowed 360 or 240 hours, as applicable, of paid military leave granted by SMFR, military leave of absences granted under USERRA will be without pay; however, employees may elect to use accrued vacation during military service leave.

The Uniformed Services Employment and Reemployment Rights Act of 1994, enacted October 13, 1994 (Title 38 U.S. Code, Chapter 43, Sections 4301-4335, Public Law 103-
353), as amended, provides for the leave, employment and reemployment rights for all uniformed service members, including members of the Army National Guard or the Air National Guard. Subject to certain exceptions under the applicable laws, these benefits are generally limited to five years of military leave of absence time.

Employees reemployed following USERRA military leave of absence will receive seniority and other benefits determined by seniority that the employee had at the beginning of the military leave, plus any additional seniority and benefits the employee would have attained, with reasonable certainty, had the individual remained continuously employed. Additionally, upon reemployment, a covered employee will not be discharged except for cause for up to one year following reemployment depending on the length of time spent in military service.

Benefits

Employees do not accrue vacation, sick or personal leave while on USERRA military leave of absence. An employee’s time spent on active military duty will be counted toward their eligibility for FMLA leave upon reemployment.

An employee on extended military leave may elect to continue group health insurance coverage for the employee and covered dependents under the same terms and conditions as if in active service to the District for a period not to exceed 31 days from the date the USERRA military leave of absence begins. The employee must pay, per pay period, the premium normally paid by the employee. After the initial 31-day period, the employee and covered dependents can continue group health insurance up to 24 months by paying 100% of the full (both employer and employee) premium rate.

Employees must elect coverage and make the required payments to the District Human Resources in a timely manner to continue group health insurance coverage during military leave. SMFR will allow employees to use vacation or sick leave benefits accrued prior to military leave to pay for group health insurance premiums. Group health insurance coverage is reinstated upon reemployment.

The employee and dependent group term life insurance provided by SMFR will terminate 12 weeks after the employee becomes active military. Coverage is reinstated upon reemployment. Upon request by the employee, group life insurance coverage may be extended for all dependents of employees covered at the time such employee is called to active military duty.

The group long-term disability insurance provided by SMFR will terminate 12 weeks after the employee becomes active military. Group long-term disability insurance reinstated upon reemployment.

Employees on USERRA military leave who participate in the FPPA Statewide Death & Disability Plan will continue to be members of the Plan for a maximum of 5 years while on active duty. If an employee is on unpaid military leave, FPPA coverage will be suspended. Coverage is reinstated upon reemployment.

With respect to the SMFR retirement plans, upon reemployment, employees who have taken military leave will be credited for purposes of vesting with the time spent in military service and
will be treated as not having incurred a break in service. Immediately upon reemployment, the
employee may, at the employee's election, make any or all employee contributions that the
employee would have been eligible to make had the employee's employment not been interrupted
by military service. Such contributions must be made within a period that begins with the
employee's reemployment and that is not greater in duration than three times the length of the
employee's active military service not to exceed 5 years. Employees will receive all associated
District match for such contributions.

Reemployment

Line personnel who have been on USERRA military leave while on active duty are eligible for
reemployment with the District as follows:

*Less than 91 days of active military service* - (i) in a position that the employee would have attained
if employment had not been interrupted by active military service; or (ii) if found not qualified for
such position after reasonable efforts by SMFR, in the position in which the employee had been
employed prior to active military service; or (iii) if found not qualified for positions under (i) or (ii)
after reasonable efforts by SMFR, in any other position that is the nearest approximation first to
the position described in (i) and then to the position described in (ii).

*More than 90 days and less than 5 years of military service* - (i) in a position that the employee
would have attained if employment had not been interrupted by military service or a position of
like seniority, status and pay, the duties of which the employee is qualified to perform; or (ii) if
proved not qualified after reasonable efforts by SMFR, in the position the employee left, or a
position of like seniority, status and pay, the duties of which the employee is qualified to perform;
or (iii) if found not qualified for positions under (i) or (ii), or a like position, after reasonable efforts
by SMFR, in any other position that is the nearest approximation first to the position described in
(i) and then to the position described in (ii).

Employee with a service-connected disability - if after reasonable accommodation efforts by
SMFR, an employee with a service-connected disability is not qualified for employment in the
position he or she would have attained or in the position that he or she left, the employee will be
employed in (i) any other position of equivalent seniority, status and pay to the position that the
employee would have attained if employment had not been interrupted by military service; or (ii)
if no such position exists, in the nearest approximation to the position in (i) consistent with the
circumstances of the employee's situation, in terms of seniority, status and pay.

Deadlines for Application for Reemployment

An employee who has engaged in military service must, in order to be entitled to the
reemployment rights set forth above, submit an application* for reemployment, according to the
following schedule:

- If service is less than 31 days (or for the purpose of taking an examination to determine
fitness for service) - the employee must report for reemployment at the beginning of the
first full regularly scheduled working period on the first calendar day following completion
of service and the expiration of eight hours after a time for safe transportation back to the
employee's residence.
• If service is for 31 days or more but less than 181 days - the employee must submit an application for reemployment with Human Resources, no later than 14 days following the completion of service.
• If service is over 180 days - the employee must submit an application for reemployment with Human Resources, no later than 90 days following the completion of service.
• If the employee is hospitalized or convalescing from a service-connected injury the employee must submit an application for reemployment with Human Resources at the end of the period necessary for recovering from the illness or injury but no later than two years following completion of service.

*The "application" for reemployment can be accomplished by notifying Human Resources via email or in person.

 Exceptions to Reemployment

In addition to the employee's failure to apply for reemployment in a timely manner, an employee is not entitled to reinstatement as described above if any of the following conditions exist:

• SMFR's circumstances have so changed as to make reemployment impossible or unreasonable
• Reemployment would impose an undue hardship on SMFR
• The employee's employment prior to the military service was merely for a brief, non-recurrent period and there was no reasonable expectation that the employment would have continued indefinitely or for a significant period
• The employee did not receive an honorable discharge from military service

 Documentation of Completion of Military Service

Human Resources will, upon the employee's reapplication for employment, request that the employee provide SMFR with military discharge documentation to establish the timeliness of the application for reemployment, the duration of the military service, and the honorable discharge from military service.

 Holiday Pay

South Metro Fire Rescue observes ten (10) holidays per year. The specific holidays offered to an employee vary by employee classification and work schedule. SMFR observed holidays are as follows for Line employees:

<table>
<thead>
<tr>
<th>Line employees on 55 hour work week</th>
<th>Line employees on 40 hour work week</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Years Day</td>
<td>New Years Day</td>
</tr>
<tr>
<td>Martin Luther King Day</td>
<td>Martin Luther King Day</td>
</tr>
<tr>
<td>Presidents Day</td>
<td>Presidents Day</td>
</tr>
<tr>
<td>Easter</td>
<td>Personal Day</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Memorial Day</td>
</tr>
<tr>
<td>Independence Day</td>
<td>Independence Day</td>
</tr>
<tr>
<td>Labor Day</td>
<td>Labor Day</td>
</tr>
<tr>
<td>Veterans Day</td>
<td>Day After Thanksgiving</td>
</tr>
</tbody>
</table>
Line Holiday Practices
Full-time Line employees will receive a holiday premium in addition to base pay for only those hours actually worked on the calendar day of the holiday. The holiday premium shall be equal to the employee’s base pay. The recognized holiday will run from 12:01 AM thru 12:00 midnight on the above stated holidays.

Paid Maternity Leave

Full-time Line employees are provided paid maternity leave for use immediately following childbirth. Eligible Line employees may take up to twenty-four (24) workweeks of paid maternity leave immediately following childbirth for the purposes of recovering from childbirth, re-attaining physical fitness for duty on-line, family bonding and overall wellness.

Full provisions of this leave are outlined in SMFR’s Paid Maternity Leave Policy, #3.1.35.

Paid Parental Leave

Full-time Line employees are provided paid parental leave for use immediately upon the addition of a child(ren) to her/his/their family. Eligible employees may take up to six (6) workweeks of paid parental leave immediately following the addition of a child(ren) to their immediate family for the purposes of caring for the child(ren), family bonding and overall wellness.

Full provisions of this leave are outlined in FMFR’s Paid Parental Leave Policy, #3.1.36.

Medical, Dental, Vision, and Life Insurance

SMFR will provide these benefits per current year South Metro Benefits Guide.

ARTICLE 9 - Staffing:

The District and Local 2086 recognize the goal of the District is to meet the intent of NFPA 1710 for reasons of safety and service. Consequently, the District intends to maintain minimum staffing of four personnel on every tower apparatus and on fourteen engine apparatus, and the District will continue to work toward a goal of four persons on every engine apparatus.

ARTICLE 10 - Promotional Process:

SMFR will handle promotional processes in accordance with SMFR’s Promotional Policy, Promotional Testing Process Policy and Promotional and Acting Out of Grade Guidelines Policy as currently adopted and as may be changed in the future in accordance with this Article. The following components of these policies will be subject to the “impasse” resolution procedure if a new agreement cannot be reached upon expiration of this Working Agreement.

a. If a member who holds a promotable position is on long term leave — anticipated at six months or more — an assignment will take place, offered to a member at the top of the promotable list. If the leave is anticipated to be less than six months, the position can be filled
with available staffing at the discretion of the District Chiefs, the Division Chief of Operations, or the Assistant Chief of Emergency Services.

b. Permanent promotions will not take place until the position is permanently vacated causing a drop below the established PAR level. Permanent Vacancy for the purpose of backfilling/promoting a vacated position due to an impending separation due to a disability is: once an FPPA eligible employee has submitted their application to FPPA or a non-FPPA eligible employee has been put at MMI and is not able to return to work.

c. If the list is exhausted within the expiration date of each promotable position a new test may be offered at the discretion of the Assistant Chief of Emergency Services or their Designee.

d. Promotional lists are good from the day the results are posted thru the next scheduled test date for that rank, normally two years. No promotions will be made between the start of the day (Midnight) of the written test and the day the final rankings are posted.

ARTICLE 11 - Lay Off/Recall Procedures:

a. When SMFR 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 within each rank beginning with the most recently hired employee.

b. Employees designated for layoff shall be given at least 30 days advance written notice of layoff. No new employee shall be hired within a rank until every laid off employee from that same rank has been given the opportunity to return to work.

c. Notice of opportunity to return to work shall be given to the laid off employees within a rank based on the most recently laid off employee to be the first reinstated. The progression of reinstatement shall be in order of descending seniority within the affected rank with the least senior laid off employee being the last reinstated.

d. 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.

e. 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 SMFR. On the nineteenth (19th) day after his/her receipt of notice of the opportunity to return to employment with SMFR, she/he shall report for duty.

ARTICLE 12 - Work Schedule or Work Hours:

Shift personnel will work the 48/96 schedule with a twenty-four (24) day work cycle. In each work cycle, employees are scheduled to work four (4) forty-eight (48) hour shifts. Each shift begins at 07:00. These shifts shall be worked in a rotation consisting of a forty-eight (48) hour shift (consisting of a set of two (2) consecutive twenty-four (24) hour days), followed by four (4) consecutive days off. Non-shift personnel have a seven (7) day work cycle. In each work cycle, non-shift employees are scheduled to work forty (40) hours.

The District reserves the right to modify or change the work cycle and/or the shift schedule. The District shall give Local 2086 ninety (90) days’ notice prior to change.

ARTICLE 13 - Disciplinary Procedures:
Line Personnel will be disciplined in accordance with SMFR's Disciplinary and Appeal Process Policy, #3.1.3.

ARTICLE 14 - Fitness, Health and Wellness Standards:

Line Personnel shall be held to the Fitness, Health and Wellness standards outlined in SMFR's Fitness, Health and Wellness Intervention Policy, #6.0.1.

ARTICLE 15 - Grievance and Arbitration Procedure:

a. Grievance Defined. For purposes of this Working Agreement, the term "Grievance" shall mean a claim by the Association (directly or on behalf of one or more employees) or the District that an express provision of this Agreement has been violated or incorrectly interpreted. The term "Grievance" shall not include a claim relating to a matter that is the subject of a disciplinary action, which shall be handled exclusively through the disciplinary procedures established under Article 13 of this Agreement or a claim of discrimination, harassment, failure to accommodate, or retaliation, which shall be reported, investigated and resolved in accordance with the procedures established by the District for such matters.

b. Submission of Grievance to Association. An aggrieved employee or aggrieved employees shall submit the Grievance in writing to the Association President or his/her designee. The Association shall review the Grievance and accept or reject the Grievance according to its merit or justification under the terms of this Agreement. The Association shall have complete discretion at any time during the Grievance and Arbitration Procedure to decline to proceed with the Grievance if, in its judgment, the dispute lacks merit, or has been satisfactorily adjusted, settled, or otherwise resolved.

c. Grievance and Arbitration Procedure.

- **STEP 1:** Submission of Grievance. A Grievance shall be submitted within thirty (30) calendar days of the date on which the incident or event giving rise to the dispute occurred or within thirty (30) calendar days of when the parties knew or should have known about the underlying event. If the Grievance is by the Association, it shall be submitted to the Fire Chief or, in his/her absence, the next highest ranking officer. If the Grievance is by the District, it shall be submitted to the Association President, or in the President's absence, another Association officer or representative. The Grievance shall, at a minimum, state:
  
  A. The date the Grievance is submitted;
  B. The individual to whom the Grievance is submitted;
  C. If the Association is submitting the Grievance on behalf of one or more specific employees, their names;
  D. A description of the event(s) giving rise to the Grievance, including (1) the date(s) they occurred; (2) how, when and where it (they) arose; and, (3) the parties involved;
  E. All documents, electronic data, or other information supporting the Grievance;
  F. The express provision(s) of this Agreement alleged to have been violated or incorrectly interpreted; and,
  G. The specific relief or remedy sought.

A Grievance that fails to comply with the requirements of subparagraphs (A) — (G) above shall be defective, and shall be deemed untimely, unless an Amended Grievance,
correcting all defects, is submitted before the expiration of the thirty (30) calendar day filing deadline established in this Step 1.

- **STEP 2:** Grievance Meeting. Within fifteen (15) calendar days of receipt of a timely filed Grievance that complies with all requirements of Step 1, a meeting shall be held to attempt to resolve the Grievance. The Association and the District may mutually agree in writing to extend the fifteen (15) day time limit.

The District may designate up to three (3) representatives to attend the meeting, one of whom may be the District's legal counsel. The Association may designate up to three (3) representatives to attend the meeting, one of whom may be the Association's legal counsel. If one (1) or more employees submitted the Grievance, they also may attend the meeting. During the meeting, the District, the Association and the employee(s) (if applicable) shall in good faith attempt to resolve the Grievance.

The Association and the District (and the individual Employee(s), if applicable) may by agreement continue the meeting, or agree to hold subsequent meetings, in a document signed by all affected parties.

If the Association and the District have resolved the Grievance, they shall, within fifteen (15) calendar days of the last meeting held pursuant to Step 2, jointly prepare and sign a written document that accurately sets forth the mutually agreed upon resolution of the Grievance.

- **STEP 3:** Mediation. If the Association and District do not resolve the Grievance at Step 2, either Party may send a written notice within ten (10) days after the last Step 2 meeting to the other to mediate the Grievance. The requesting party will contact the Federal Mediation and Conciliation Service and request the services of an FMCS Mediator. The Association and District shall meet with the Mediator at a reasonable time and location to attempt in good faith to resolve the Grievance. The Association and District shall bear equally the costs of the mediation, if any. Each Party shall bear its own attorneys' fees, costs and expenses incurred in connection with the mediation proceeding.

If the Association and the District have resolved the Grievance, they shall, within fifteen (15) calendar days of the conclusion of the mediation held pursuant to Step 3, jointly prepare and sign a written document that accurately sets forth the mutually agreed upon resolution of the Grievance.

- **STEP 4:** Binding Arbitration. If the Association and the District do not resolve the Grievance at Step 3, upon written notice from either Party provided within ten (10) days after the last Step 3 meeting that such Party wishes to proceed to Binding Arbitration, the District shall, following the procedure established below, within ten (10) days of receipt of the notice, establish a panel of arbitrators ("Panel") from which an arbitrator may be selected to conduct a binding arbitration hearing on Grievances under this Article. In order to be eligible to be on the Panel, a person must be impartial and disinterested, and must be qualified by experience and training as a neutral hearing officer or arbitrator in labor/management disputes. In order to be so qualified, the person must have served as a neutral hearing officer or arbitrator in labor/management disputes for at least 3 years and have conducted at least 5 hearings per year in each of 2 of the last 3 years. These hearings shall be either hearings to resolve an impasse in negotiations between labor and management, disputes over the meaning or application of contracts between labor and management, or discipline.

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Experience as a hearings officer in any civil or career service system shall not count toward the hearings experience requirement. Persons who are members of the National Academy of Arbitrators or who are on the American Arbitration Association panel of labor arbitrators are presumptively qualified. The Panel list shall contain 5 arbitrators. Placement on the Panel shall be by a majority vote of the District Board of Directors.

If the Grievance is not resolved at Step 3, either Party may send a written notice within ten (10) days after the Mediation requesting binding arbitration. Within two business days of the request, the District Board of Directors' Secretary shall submit to the Parties a list with the names of the 5 Panel members. Within 5 business days of receipt of this list, the Parties shall meet and alternatively strike one name from the list until one name remains. When one name remains, that person becomes the arbitrator for that dispute. The determination of whether the Association or the District strikes first shall be done by flip of a coin. Nothing herein shall be construed to prevent the Parties from agreeing to an arbitrator from the Panel without having to participate in the foregoing selection process.

Within 30 calendar days after being appointed, the arbitrator shall hold a hearing on the Grievance. The hearing shall be informal, and the rules of evidence prevailing in judicial proceedings are not binding. The arbitrator may receive into evidence any written or electronic documents or information he or she deems relevant. The arbitrator may administer oaths and require by subpoena the attendance and testimony of witnesses and the production of written or electronic documents or information relevant to the issues submitted for arbitration. If a person or entity refuses to obey a subpoena, take an oath, or testify, or if any witness, Party, or attorney is guilty of contempt while in attendance at the hearing, the arbitrator may request the aid from the appropriate district court, and the Court shall issue an appropriate order. The Court may punish a failure to obey the order as contempt.

A Party may submit a written brief to the arbitrator within 20 business days after the hearing is concluded. If a transcript is prepared, the 20 business days will not begin until the transcript is available. A Party intending to file a brief must notify the arbitrator at the hearing.

The arbitrator shall issue a written binding award and decision. The arbitrator shall be without the power or authority to make any decision contrary to or inconsistent with, increasing or decreasing any term, enlarging or diminishing any benefit or power, or modifying or varying in any way the terms of this Agreement.

The Parties shall bear equally the costs of the arbitrator and the hearing. Each Party shall bear its own attorneys’ fees, costs and expenses incurred in connection with the binding arbitration proceeding.

The award and decision of the arbitrator will be binding on the Parties, except that either Party may seek judicial review of the arbitrator’s decision solely for consideration of one or more of the following:

1) whether the award was procured by corruption, fraud, or other undue means;
2) whether the decision on any issue is arbitrary and capricious, i.e., there is no competent evidence in the record to support the decision; or
3) Whether the award and decision imposes language that falls outside the authority of the Board to implement.

ARTICLE 16 - Waiver & Notice:

Failure of the District to enforce, or insist upon the performance of any term, condition or provision of this Agreement in any one or more instances shall not be deemed a waiver of such term, condition, or provision. No term, condition or provision of the Agreement shall be deemed waived by the District unless such waiver is reduced to writing and signed by an agent of the District who has been authorized by the District Board of Directors to give the specific waiver requested. If such written waiver is given, it shall apply, only to the specific case for which the waiver is given and shall not be construed as a general or absolute waiver of the term, condition or provision, which is the subject matter of the waiver.

Where any provision of this Agreement requires that any notice or information be given by Local 2086 to the District within a specified time, such requirement will not be met unless the official of the District specified herein who has actual authority to receive such notice actually receives the notice or information within the time limit specified in this Agreement.

ARTICLE 17 - Evergreen Clause:

If Local 2086 or the District serves upon the other party a timely notice to modify the provisions of this Agreement, but the parties have not negotiated a successor contract as of the expiration date of this Agreement, it is hereby agreed that all of the provisions of this Agreement shall remain in full force and effect until a successor agreement is achieved through voluntary negotiations or the Interest Impasse Resolution procedure in Addendum 1. If a party requests modification of this Agreement by sending notice to the other party no later than July 1 of the last year of the existing Agreement, negotiations are required to begin no later than July 15 of that year. If Local 2086 and the District do not send timely notice to modify, the Working Agreement will be extended for another year.

ARTICLE 18 - Entire Agreement:

The District and Local 2086 shall not be bound by any requirement which is not specifically stated in this Agreement. Specifically, but not exclusively, the District and Local 2086 are not bound by any past practices of the District or Local 2086, or understandings with any labor organizations, unless such past practices or understandings are specifically stated in this Agreement.

Local 2086 and the District agree that this Agreement is intended to cover only those matters specified herein and that during the term of this Agreement, except as set forth herein neither the District nor Local 2086 will be required to negotiate on any further matters affecting those subjects.

Should any provision of this Agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.
IN WITNESS THEREOF, the parties hereto have set their hands this 29th day of December, 2021.

LOCAL #2086, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

By: Joel Heinemann, President, Local #2086

Attest: Barbara A. Andrews Date: 10/29/21

SOUTH METRO FIRE RESCUE

By: Bob Baker, Fire Chief

By: Jim Albee, Board President

Attest: Barbara A. Andrews Date: 10/29/21
ADDENDUM 1

Interest Impasse Resolution

SECTION 1 - MEDIATION

A. Any time after 30 calendar days from the start of the Working Agreement process, either Party may declare an impasse in negotiations by notifying the other Party in writing. If an impasse is declared, mediation shall be conducted in accordance with the following provisions:

B. The Parties will contact the Federal Mediation and Conciliation Service and request the services of an FMCS Mediator. The Parties shall meet with the Mediator at reasonable times and locations to continue negotiations and attempt in good faith to reach an agreement on the Working Agreement.

C. The Parties shall bear equally the costs of the mediation, if any. Each Party shall bear its own attorneys’ fees, costs and expenses incurred in connection with the mediation proceeding.

SECTION 2 - BINDING ARBITRATION

A. Prior to or within 30 calendar days of the commencement of negotiations over the Working Agreement, the District Board of Directors shall establish a panel of arbitrators ("Panel") from which an arbitrator may be selected to conduct a binding arbitration hearing on matters the Parties cannot resolve concerning the Working Agreement. In order to be eligible to be on the Panel, a person must be impartial and disinterested, and must be qualified by experience and training as a neutral hearing officer or arbitrator in labor/management disputes. In order to be so qualified, the person must have served as a neutral hearing officer or arbitrator in labor/management disputes for at least 3 years and have conducted at least 5 hearings per year in each of 2 of the last 3 years. These hearings shall be either hearings to resolve an impasse in negotiations between labor and management, disputes over the meaning or application of contracts between labor and management, or discipline. Experience as a hearings officer in any civil or career service system shall not count toward the hearings experience requirement. Persons who are members of the National Academy of Arbitrators, on the American Arbitration Association panel of labor arbitrators are presumptively qualified. The Panel list shall contain 5 arbitrators. Placement on the Panel shall be by a majority vote of the Board.

B. Any time after 30 calendar days from the first mediation meeting with the FMCS Mediator, either Party may request binding arbitration. Within two business days of the request, the District Board of Directors’ Secretary shall submit to the Parties a list with the names of all Panel members. Within 5 business days of receipt of this list, the Parties shall meet and alternatively strike one name from the list until one name remains. When one name remains, that person becomes the arbitrator for that dispute. The determination of whether the Association or the Fire Authority strikes first shall be done by flip of a coin. Nothing herein shall be construed to prevent the Parties from agreeing to an arbitrator from the Panel without having to participate in the foregoing selection process.

C. Within 30 calendar days after being appointed, the arbitrator shall hold a hearing on the final offers made by each Party on each issue submitted for binding arbitration. The arbitrator shall have authority to impose language to resolve any issue in dispute between the Parties so long as the language is within the authority of the Board to implement. Conversely, the arbitrator shall not impose language to resolve any issue that is outside the Board’s authority, such as increasing the mill levy, nor shall the arbitrator have any authority to require the Board to submit any issues to a vote of the public. The hearing shall be informal, and the rules of evidence prevailing in judicial proceedings are not binding. The arbitrator may receive into
evidence any written or electronic documents or information he or she deems relevant. The arbitrator may administer oaths and require by subpoena the attendance and testimony of witnesses and the production of written or electronic documents or information relevant to the issues submitted for arbitration. If a person or entity refuses to obey a subpoena, take an oath, or testify, or if any witness, Party, or attorney is guilty of contempt while in attendance at the hearing, the arbitrator may request the aid from the appropriate district court, and the Court shall issue an appropriate order. The Court may punish a failure to obey the order as contempt.

D. The hearing shall be concluded within 2 business days after it begins, unless the time is extended by mutual written agreement of the Parties. A Party may submit a written brief to the arbitrator within 5 business days after the hearing is concluded. A Party intending to file a brief must notify the arbitrator in writing of such intent no later than 24 hours of the hearing concluding.

E. Within 10 business days after receipt of the last written brief from a Party, or within 10 business days of conclusion of the hearing if neither Party notified the arbitrator of its intent to file a written brief, the arbitrator shall issue a binding award and decision. The award and decision may be in favor of either Party's package of final proposals or a separate finding on each issue submitted for arbitration. The award and decision must include written findings of fact, a written explanation on each issue presented and must address any contentions of the Parties that any proposal adversely impacts an integrated agreement. The arbitrator shall email the award and decision to each Party on the same date they are issued, at the email address provided by each Party. The arbitrator also shall mail an original signed copy of the written award and decision to each Party at the address each Party has provided. In arriving at the award and decision, the arbitrator shall consider each of the eight factors below:

1. The interests and welfare of the public;
2. The compensation, hours, and terms and conditions of employment of the Association in comparison with the compensation, hours, and terms and conditions of employment of other fire department employees providing similar services in comparable Colorado communities;
3. Stipulations of the Parties;
4. The Fire District's lawful authority;
5. The Fire District's financial ability to meet the costs involved;
6. The impact on all of the Fire District's services;
7. Changes in the cost of living; and
8. Other similar standards recognized in the interest of resolving disputes.

F. The arbitrator's award and decision on the issues shall be incorporated into the Working Agreement. The Parties may mutually agree to make changes to the award and decision as may be necessary to harmonize them with other provisions of the Working Agreement or as otherwise necessary to implement them from an administrative or operational perspective.

G. The Parties shall bear equally the costs of the arbitrator and the hearing. Each Party shall bear its own attorneys' fees, costs, and expenses incurred in connection with the binding arbitration proceeding.

H. Nothing in this Section 2 prohibits the Parties from continuing to bargain in good faith at any time during the arbitration proceeding. If at any point in the arbitration proceeding the Parties are able to resolve all or any portion of the issues submitted for arbitration, the Parties shall notify the arbitrator, and the arbitrator shall terminate the proceeding if all issues have been resolved or, if only a portion of the issues have been resolved, discontinue consideration of the issues resolved.

I. Notwithstanding anything to the contrary in this Section 2, any and all time periods set forth in this Section 2 may be amended by mutual agreement of the Parties.
J. The award and decision of the arbitrator will be binding on the Parties, except that either Party may seek judicial review of the arbitrator's decision solely for consideration of one or more of the following: (1) whether the award was procured by corruption, fraud, or other undue means; (2) whether the decision on any issue is arbitrary and capricious, i.e., there is no competent evidence in the record to support the decision; (3) whether the decision on any issue was reached without considering the factors listed above in subsection E; or (4) whether the award and decision imposes language that falls outside the authority of the Board to implement.

SECTION 3 –

During impasse resolution proceedings conducted pursuant to this Addendum, the compensation, hours, and other terms and conditions of employment set forth in this Agreement may not be changed except by the Parties' written agreement, but any such agreement shall be without prejudice to either Party's rights or position in the impasse resolution proceedings.