



FIRE UNION AGREEMENT

**Between the City of Trinidad
and**

IAFF Local 6

2024 – 2026



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ARTICLE I

UNION RECOGNITION AND SECURITY

SECTION 1. RECOGNITION: The City of Trinidad recognizes International Association of Fire Fighters (IAFF) Local No. 6, of as the sole and exclusive bargaining agency for all City of Trinidad employees working for the City and represented by this Agreement. The positions recognized in the Agreement are listed in Appendix A.

SECTION 2. UNION SECURITY: This Agreement shall be effective for all employees who are members in good standing as of the effective date of this Agreement. Existing employees working in a job classification covered under this Agreement may join the Union after successful completion of a probationary period. Any new employee working in a job classification covered under this Agreement and hired after January 1, 1980, may join the Union after successful completion of a probationary period.

SECTION 3. PAYROLL DEDUCTION OF DUES: All employees who are members of the Union or who become members under conditions of this Agreement shall have their dues deducted monthly from their paycheck issued nearest the end of the month payable for the following month, together with such other assessments, initiation, reinstatement, or deductions which are certified by the Treasurer of the Union to the City sufficiently in advance of the payroll deduction to permit the proper deduction of the amount specified.

The City agrees to deduct from the wages of any employee who is a member of the Union a "PEOPLE" authorization which is a Political Action Committee owned by the Union deduction as provided for in a written authorization by the employee. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the City and the Union. The City agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

SECTION 4. MEETING ON UNION BUSINESS: The appropriate Union Steward and/or IAFF Union Representative may confer with any employee covered by this Agreement on the job site during work hours concerning any grievance or other matter covered by this contract. Such conference shall be with the prior consent of the supervisor of the affected employee(s) and limited to the amount of time necessary for that purpose and shall be arranged so as not to interfere with other employees in the work unit.

SECTION 5. INDEMNIFICATION OF CITY: The Union shall indemnify the City of Trinidad against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City for the purpose of complying with any of the provisions of this Agreement.

SECTION 6. DEFINITIONS:

- A) Regular Employee – An employee who has been hired or promoted to fill a regular position with the Fire Department, which position is represented by this Agreement. Such regular employee must have satisfactorily completed a required twelve (12) month probationary period.
- B) Full-time Employee – An employee whose established job assignment and duties require a schedule of forty-eight (48) hours of work followed by ninety-six (96) hours of non-work time.
- C) Probationary Employee – An employee who has been hired in anticipation of filling a regular position and who must satisfactorily complete a probationary period of a minimum of twelve (12) months duration before being classed as a regular employee.
- D) Temporary/Seasonal Employee – An employee who has been hired to fill a temporary or seasonal position. Such temporary/seasonal position may be for the same job duties or similar job duties as a regular employee; however, a temporary/seasonal assignment may not exceed 1,040 hours in duration. Should it be determined by the City Manager, a Temporary/Seasonal position may be extended for an additional 1,040 hours, however, in no case shall the total duration of a Temporary/Seasonal position, including the initial appointment and any extension, exceed a total of 2,080 hours.
- E) Continuous Operations Personnel – Employee(s) assigned to job duties and/or positions with a City Department which require operating schedules on a twenty-four (24) hour basis.
- F) Extended Operations Personnel – Employee(s) assigned to job duties and/or positions with a City Department which require operating schedules beyond the typical work day hours.
- G) Work Year – One year of time counted from the initial date of employment of a regular, full-time City employee comprised of 2,920 hours of work.
- H) Work Week – A seven day period beginning at 12:00AM on Saturday and ending at 11:59PM on Friday.
- I) Temporary Assignment – The assignment of a City employee by his Supervisor to a work position other than the position to which he was hired.
- J) Overall Seniority – The prioritized order for calculation of rights and privileges afforded by this Agreement. Calculation of such priority shall be determined for each regular employee by that employee's respective date of hire in a position recognized by this Agreement. For regular, part-time personnel, the prioritized order shall be based upon

such employee's proportional length of employment as compared with the standard work year of 2,920 hours.

- K) Departmental Seniority –The employee’s respective date of assignment to a position in the Fire Department. For regular, part-time personnel the prioritized order shall be based upon such employee’s proportional length of service in the Fire Department.
- L) Time in Classification - The prioritized order for calculation of rights and privileges afforded by this Agreement. Calculation of such priority shall be determined for each regular employee by the employee’s respective date of assignment within his/her current classification. For regular, part-time personnel the prioritized order shall be based upon such employee’s proportional length of service his/her current classification.
- M) Immediate Family – Immediate Family is defined for the purpose of this Agreement as the employee’s spouse or domestic partner (*i.e.*, a person with whom the employee’s life is interdependent and with whom the employee shares a mutual residence), parents, step-parents, guardians, children, step-children, grandparents, grandchildren, brothers and sisters, brothers-in-law and sisters-in-law, and the employee’s spouse’s parents.
- N) Kelly Day – An additional scheduled day off with pay during each rotation for the purpose of limiting regular overtime.

ARTICLE II RIGHTS OF MANAGEMENT

SECTION 1. MANAGEMENT PREROGATIVES: The Union agrees that the direction of the work force, including the right to hire, suspend, or discharge for cause, transfer for legitimate reasons, relieve employees from duty because of lack of work, or cutbacks because of budget requirements, is vested exclusively in the City of Trinidad and management, subject to the limitations as may be contained in Federal and State Constitutions, Federal and State Statutes, the City Charter, City Ordinance, Federal and State Court decisions and the terms of this Agreement.

ARTICLE III LAYOFF/REHIRE PROCEDURE

SECTION 1. LAYOFF NOTICE: In case of layoff, notice of such layoff shall be given to the affected employee(s) in written form, either by personal service by his or her supervisor or by certified mail. In either case, a minimum of ten (10) work days of notice shall be given prior to the effective date of layoff. Copies of such layoff notice for any employee covered by this Agreement shall be provided to the appropriate Union representatives.

SECTION 2. EMPLOYEE LAYOFF SELECTION: The City shall have the sole authority to determine which positions shall be affected by employee layoff. Determination of any employee(s) affected by layoff shall be on the basis of departmental seniority for the position(s) affected.

SECTION 3. EXERCISE OF BUMPING RIGHTS: If an employee in a position that has been selected for layoff is determined to be qualified for a position in a lesser classification within the same department and such employee has Departmental Seniority over any other employee in such lesser classification, then the senior employee may exercise bumping rights. The determination of qualifications of any employee wishing to exercise bumping rights into a department other than the Department in which that employee is assigned shall be made by the City based upon the employee's previous successful experience in the lesser classification within the Department and satisfactory completion of a trial period as called out in Article IX, Section 5.

SECTION 4. BUMPING RIGHTS TIME LIMIT: The exercise of bumping rights by an employee shall be initiated in writing by such employee within ten (10) calendar days from the date of receipt of a layoff notice, or such rights shall be forfeited.

Any employee displaced through the bumping rights process may exercise the same rights with a lesser position.

SECTION 5. REHIRE PROCEDURE: If the City should re-establish a position previously eliminated by layoff within one (1) year from the date such position was eliminated, the former employee previously in that position shall be given ten (10) calendar days' written notice to indicate a desire to fill the position. Such notice shall be by certified mail to the former employee's last known address.

Should such former employee indicate a desire to return to employment with the City, such former employee must be available to report to work within ten (10) calendar days of his response to the position.

Any employee returning to work with the City under the provisions of this Article shall be subject to the trial period as set forth in Article IX, Section 5.

SECTION 6. REINSTATEMENT OF SENIORITY: Any employee who terminates employment with the City as a result of layoff, or caused by the exercise of bumping rights by a senior employee, and who returns to employment with the City to any position other than the position previously held by such employee within one (1) year of the date of termination, shall retain his or her seniority with respect to rates of accrual of leave benefits.

Seniority, relative to future layoff, shall be based upon the employee's date of re-employment and only to the position to which the employee has been re-employed.

Any employee who terminates employment in good standing, other than by layoff, with the City shall forfeit all seniority at the time of termination. Should such employee be subsequently re-employed by the City to any position covered by this Agreement, that employee will be considered to be a new employee in all respects as if never previously employed by this City.

ARTICLE IV DISCIPLINE OR DISCHARGE

SECTION 1. IMPOSITION OF DISCIPLINE: Employer shall not discipline any employee without just cause. While disciplinary actions are generally applied in a progressive manner, the employer may impose discipline at a level which is appropriate to the offense committed.

SECTION 2. SUSPENSION WITH PAY: Prior to consideration of discipline, if the City Manager determines it is in the best interests of the City and the employee that the employee be temporarily removed from the workforce, the employee shall be suspended with pay.

SECTION 3. UNSAFE ACTS: No employee shall be disciplined for refusal to perform an unsafe act or one for which the employee is not adequately trained. Unsafe acts include, but are not limited to, violations of the jointly-developed Safety Manual.

SECTION 4. DUE PROCESS: If the discipline is the result of a criminal investigation that may be charged as a felony, the department head will be allowed to forego the pre-disciplinary meeting until charges are filed or until the matter is resolved and the employee is found guilty or pleads guilty to a felony.

The City shall discharge an employee only upon a finding of just cause. Such finding may be based upon one or more of the following grounds:

- (A) Incompetence, incapacity, or inefficiency in performance of duties;
- (B) Violation of an official rule, regulation, or order;
- (C) Failure to obey any lawful or reasonable direction when such action amounts to insubordination or serious breach of discipline;
- (D) Conviction of a felony;
- (E) Willful or repeated negligence in performing duties;
- (F) Conduct unbecoming an employee of the City;
- (G) Conduct subversive to the laws of the State or Nation;
- (H) Misuse of public funds; or
- (I) Falsifying reports or records.

Discharge shall be effective immediately upon service of written notice by the employee's supervisor, or upon receipt of written notice by certified mail. Such notice shall specify the finding(s) upon which the termination is based.

SECTION 5. DISCIPLINARY PROCEDURE: The Disciplinary Procedure shall be limited to the following:

- A) Counseling Memo– If a supervisor has reason to issue a counseling memo to any employee in his/her charge, such memo shall be issued at a place and time away from other employees and the public. The memo shall be kept in the subject employee’s personnel file for a period of one (1) year from the date of the memo. If no similar occurrence takes place during that time period, the employee may request it be purged from the file.

- B) Written Reprimand – If a supervisor has reason to issue a written reprimand to an employee in his/her charge, such reprimand shall be issued in written letter form stating the infraction of the employee and outlining corrective measures the employee should follow to avoid re-occurrence. A copy of the reprimand shall be kept in the employee’s personnel file for a period of three (3) years from the date of the reprimand. If no similar occurrence takes place during that time period, the employee may request that the documentation be purged from the file.

- C) Pre-Disciplinary Meeting:
 - 1. Before a suspension, demotion or termination occurs, a pre-disciplinary meeting shall be held. A pre-disciplinary meeting shall not be required for a counseling memo or written disciplinary action notice or disciplinary probation or prior to placing Union member on investigatory leave.
 - 2. The purposes of the pre-disciplinary meeting are the following:
 - (a) To allow the Union member to correct any errors in City of Trinidad information or facts upon which it proposes to take disciplinary action; and
 - (b) To allow the Union member to tell his or her side of the story and present any mitigating information as to why the disciplinary action should not be taken.
 - 3. The written notice of contemplation of disciplinary action and pre-disciplinary meeting shall contain the following:
 - (a) That disciplinary action is contemplated;
 - (b) The specific conduct or omission committed by the Union member, which the City of Trinidad believes is in violation of this contract, its Personnel Policy, City of Trinidad rules, regulations or practices, or other applicable federal, state or local law;
 - (c) The purpose of the pre-disciplinary meeting as described in subsection 2 above;
 - (d) The date, time and location of the pre-disciplinary meeting; and
 - (e) That the Union member is entitled to representation by a disinterested union steward or IAFF Representative of their choice at the meeting, which does not include attorneys. The City is not responsible for any costs related to employee representation.

4. The notice of the pre-disciplinary meeting will be given to the Union member in person with a certificate of hand delivery, or certificate by courier delivered to his/her last address of record in the Payroll Department, or sent by first-class certified/registered U. S. Mail with a certificate of mailing, five (5) working days before the meeting is to occur.
5. Because the meeting is not “adversarial,” the following shall not occur:
 - (a) justification of Management’s views to the Union member or his/her representative;
 - (b) testimony by or cross examination of witnesses; OR
 - (c) testimony under oath.
 - (6) Failure of a supervisor to comply strictly with the requirements in this subsection B shall not constitute a basis for reversing a disciplinary action upon grievance, arbitration, or mediation.

(D) Suspension Without Pay – If a supervisor has reason to issue a suspension without pay to an employee in his charge, such suspension shall be issued in written letter form stating the infraction of the employee, the corrective measures the employee should follow to avoid re-occurrence, and the duration and effective date of suspension. Such suspension shall allow three (3) working days’ notice to be given prior to the start of such suspension. A copy of the suspension notice shall be kept in the employee’s personnel file for a period of five (5) years from the date of suspension. If no similar occurrence takes place during that time period, the employee may request that the documentation be purged from the file.

When the City has reason to suspend an employee covered under this Agreement, the City will provide a written notice to the employee indicating the reasons for such consideration. The letter shall be considered given to the employee if personally delivered or, if unable to be personally delivered, after five (5) working days have elapsed from the date of certified mailing to the employee’s last address of record in the Payroll Department.

(E) Demotion to Lower Classification – If the Supervisor has reason to demote an employee in his charge, such demotion shall be issued in written letter form stating the infraction of the employee, the corrective measures the employee should follow to avoid re-occurrence, and the effective date of the demotion. Such demotion shall allow five (5) working days’ notice to be given prior to the start of such demotion. A copy of the demotion shall be kept in the employee’s personnel file for a period of five (5) years from the date of the demotion. If no similar occurrence takes place during the time period, the employee may request the documentation be purged from the file.

(F) Termination of Employment (Discharge) - When the City has reason to discharge an employee covered under this Agreement, the City will provide a written letter form to

the employee indicating the reasons for such consideration. The letter shall be considered given to the employee if personally delivered or, if unable to be personally delivered, after five (5) working days have elapsed from the date of certified mailing to the employee's last address of record in the Payroll Department.

SECTION 6. FLAGRANT VIOLATION: Any employee may be suspended immediately with or without pay for conduct prejudicial to the City, public, or fellow employees, if the public safety and/or welfare are affected wherein the employee knew or should have known he/she committed a violation that clearly violates State or City policy or law.

SECTION 7. DISCIPLINARY GRIEVANCE PROCEDURE:

A) Steps – The following steps shall be utilized if an employee wishes to dispute the disciplinary action taken against him or her where the disciplinary action involved either a demotion, suspension without pay, or discharge:

1. Step 1 – The aggrieved employee may refer the grievance to the City Manager for a hearing, such request being in writing, within ten (10) working days of the issuance of the department head's decision. Should a hearing be requested, a decision shall be issued within ten (10) working days of the hearing.
2. Step 2 – If no agreement is reached at Step 2, the employee or a Union representative or his designee may, within five (5) working days of receipt of the Step 3 answer, request mediation by sending a letter to the Federal Mediation and Conciliation Services, with a copy to the City. Mediation will be set as soon as possible after the request.
3. Step 3 - If the issue is not resolved after mediation, the employee will have ten (10) working days to file a request to American Association of Arbitrators (AAA) requesting a list of seven (7) qualified arbitrators. Once a list is received, the parties will select the arbitrator by alternately striking one name from the list until only one name remains. The order of striking will be alternated between the parties. On a case-by-case basis, the parties may mutually agree on an arbitrator without utilizing the AAA process to select an arbitrator. Hearings shall take place at a location mutually agreed upon by the parties. At the earliest possible time, the arbitrator shall conduct a hearing in order to hear testimony, receive evidence, and consider arguments. The arbitrator will base the decision solely on the evidence presented at the hearing, and if possible will issue a written decision within thirty (30) days of the close of the hearing. The arbitrator shall have no power to add to, subtract from, alter, or amend the terms of this agreement, or to expand the issue to anything beyond what the parties place before him or her; nor shall the arbitrator substitute his/her judgment for that of the City unless the City's actions have violated specific terms of this Agreement.

The hearings shall be closed upon the completion of testimony. The arbitrator shall render his or her decision as soon after the close of the hearings as may be feasible. If the arbitrator is unable to make his or her decision within thirty (30) days of the close of the hearing, he or she shall promptly advise the parties of the reasons for the delay and the date when his or her decision will be submitted. The arbitrator's decision shall be final and shall govern on the dispute before him or her. Expenses and fees incident to the service of an arbitrator shall be paid equally by the City and IAFF Local 6.

- B) Right of Withdrawal – The designated Union representative or his designee has full authority to proceed with or withdraw the grievance at any step of this procedure.
- C) Right to Be Present – The employee shall have the right to be present at each step of the grievance procedure.
- D) Finality of Settlements – Settlements reached at any step of the grievance procedure shall be final and binding on both parties and shall not be subject to further proceedings under this Article except by mutual agreement. Settlements reached shall be in writing and signed by appropriate representatives of the Union and the City.
- E) Waiver of Time Limits – By agreement, the parties may waive the time limits set forth in each step of the grievance procedure.
- F) Precedents – Settlements or withdrawals at any step in the procedure shall not constitute a precedent in the handling of other complaints or grievances.
- G) Reinstatement - In the event that an employee covered by this Agreement is found to have been discharged by the City Manager or otherwise demoted unjustly, the City Manager shall reinstate such employee and shall pay all compensation for lost wages for such lost regular work time and benefits at the employee's regular rate of pay. The employee shall also have any lost seniority restored.

ARTICLE V HOURS OF WORK

SECTION 1. WORK SHIFT: The normal work shift for all regular, full-time employees shall be forty-eight (48) hours. The normal two month work period will be thirty-eight (38) days inclusive of one two “Kelly” days per employee.

Shift personnel shall work a 48/96 hour work schedule. The rotation of shifts follows the three (3) platoon system: Employees are assigned to the “A”, “B”, or “C” shift. Each shift rotation consists of six (6) consecutive calendar days. The days worked of the shift rotation are (2) shift days consecutively, followed by (4) four days off (example: AABBCCAABBCC). Each scheduled workday is 24 hours in length. Employees shall not work more than 96 hours consecutively. If an employee works 96 hours consecutively, said employee shall take a minimum of 24 hours off.

SECTION 2. EMERGENCY/CALL BACK HOURS: Any regular and/or probationary, full-time employee who is called back to work in an emergency situation before or after a normal work shift shall be entitled to emergency/call back compensation. Such compensation shall be computed at two (2) times the normal hourly rate for each employee for actual time worked. The person arranging the work must actually talk to the employee.

SECTION 3. TRADING OF SHIFTS: Employees of equal rank and classifications will be allowed to trade two (2) shifts per month, with the approval of the Fire Chief.

ARTICLE VI HOLIDAYS

SECTION 1. COMPENSATION IN LIEU OF HOLIDAYS: Fire Fighters working in rotational shifts shall receive monetary compensation in lieu of holiday time off. Such compensation shall be made in an annual amount of 1.4 “times” one and one-half (1 1/2) “times” rate of pay “times” holiday hours, paid in equal monthly proportions, less appropriate deductions and taxes, coincidental with the pay period for the second half of the month. At no time will the value of holiday compensation be less than two and one-half (2 1/2) “times” ninety-six (96) hours of current hourly wage.

Where a qualifying employee has been employed within the Fire Department for a period of time less than a full calendar year, the amount of compensation such employee shall receive shall be pro-rated from the date of qualification as an employee within the Fire Department.

**ARTICLE VII
LEAVE BENEFITS**

SECTION 1. VACATION/ANNUAL LEAVE:

(a) Rate of Accrual – Each regular, full-time employee within the Fire Department shall accrue basic vacation/annual leave on the basis of the following schedule:

<u>Years of Service Completed</u>	<u>Rate of Accrual (in hours)</u>
1-5	133
6	144
7	155
8	166
9	177
10	188
11	199
12	210
13	222
14	233
15	244
16	255
17	266
18	277
19	288
20	299

The beginning date of accrual of vacation/annual leave shall be based upon the initial date of employment with the City as a regular, full-time employee.

With respect to accrual of annual vacation leave by any employee hired after January 1, 1998, after three hundred twenty (320) hours are accrued, no further hours of vacation leave will be accrued until the employee drops below three hundred twenty (320) hours of unused vacation leave.

(b) Longevity Compensation – Each regular, full-time employee attaining twenty-five (25) years of employment with the City shall be granted longevity compensation in the form of one (1) additional day of leave for each year of employment beyond twenty-five (25) years, up to a maximum of five (5) additional longevity compensation days.

- (c) Use of Accrued Leave – Each regular, full-time employee shall be allowed to schedule his/her accrued vacation/annual leave based upon a departmental schedule to be determined by the last working day of February of each year. The priority of scheduling vacation/annual leave shall be on the basis of Departmental Seniority and shall be subject to the manpower needs of the department. In no case, however, shall any single employee be allowed to schedule more than twelve (12) vacation/personal shifts unless every member of that department has had an opportunity to schedule his/her first vacation/annual leave request. Any time not requested as vacation leave on the first vacation bid may be bid for by employees with subsequent vacation bids on a first-come, first-served basis. However, in the case of an emergency, use of vacation/ annual leave without the two (2) weeks' notice shall not be unreasonably withheld.

In determining a departmental vacation/annual leave schedule, management may adjust the assigned days of scheduled annual leave for any employee with a written notification to such employee at least two (2) calendar weeks prior to the first day of assigned vacation.

Any regular, full-time employee who is on probation or a trial period shall not be allowed to utilize accrued vacation/annual leave.

- (d) Rescheduling of Accrued Vacation/Annual Leave – Should operational emergencies or other circumstances occur which preclude an employee from utilizing scheduled vacation/annual leave, such employee shall be allowed to reschedule such vacation/annual leave within the same calendar year, subject to the Departmental work schedule needs.

SECTION 2. SICK/HEALTH LEAVE:

- (a) Rate of Accrual – Each regular, full-time employee shall accrue sick/health leave on the basis of twelve (12) hours for each month of completed employment with the City. Any regular, full-time employee hired on or after January 1, 1999, will accumulate unlimited hours but will not be compensated for any accrued sick leave.
- (b) Use of Accrued Sick/Health Leave – Each regular/probationary, full-time employee shall be allowed to utilize sick/health leave in compliance with the Colorado Healthy Families and Workplaces Act (HFWA).
- (c) Notification to Supervisor – Each regular, full-time employee shall notify through voice communication on-duty supervisor or Dispatch at least two (2) hours prior to the start of such employee's work shift that he/she is not able to work that day. Any deviation from the two (2) hour notification shall require justification by the employee to his/her supervisor. Should an employee become ill on the job, such

employee shall only be assessed sick/health leave for the actual time missed, recorded to the nearest half hour. Failure of any regular, full-time employee to provide proper notification to his/her supervisor shall be cause for denial of sick/health leave benefits, and such employee shall be subject to disciplinary action.

SECTION 3. MILITARY LEAVE: The City recognizes and acknowledges State and Federal laws regarding rights and benefits due any employee in military service to this Country.

SECTION 4. JURY DUTY/WITNESS LEAVE: Any regular, full-time employee subpoenaed as a witness in any legal proceeding involving the City or called to jury duty shall notify his/her supervisor as soon as possible upon receipt of such notice and shall provide a copy of such notice to his/her supervisor. Such employee shall not have any time charged against accrued leave for such jury/witness duty. Where an employee is paid a fee for jury duty or a witness fee, such fee shall be assigned over to the City. Failure to do so shall result in such employee being charged for the time away from the job consumed by such absence. Where notice of jury duty or subpoena identifies a specific hour at which time such employee must appear, the supervisor shall allow that employee to leave his assigned job duties with sufficient time to report as mandated by the notice. Upon dismissal from such requirement, as specified by the notice, the employee shall return to his job duties if his/her assigned work shift has not concluded.

Not to be confused with this allowance, any regular, full-time employee summoned or subpoenaed to a legal proceeding, either civil or criminal, not related to his/her job duties shall only be allowed the necessary time away from his/her job, upon showing of proper documentation to his/her supervisor. Such necessary time shall be charged to the employee's accrued vacation/annual leave.

SECTION 5. FUNERAL LEAVE: In the event of a death in the Immediate Family (as defined in Article I, Section 6) of any employee, such employee shall be granted a leave of absence with pay not to exceed two (2) sets. Such leave shall be for the purpose of making household adjustments or to attend funeral services. If additional time is needed, sick leave and/or vacation/annual leave, at the employee's discretion, may be used for this purpose.

SECTION 6. PERSONAL LEAVE: Each full-time Fire Fighter employed by the City shall be granted four (4) personal leave shifts per year. Employees who are employed with the City as of January 1st shall receive all four (4) personal leave shifts. Employees who are employed after January 1st of a given year shall receive one personal day for each full quarter that they are employed. The utilization of such personal leave shifts shall be subject to the operational needs of the Department. Employees will not be permitted to carryover unused personal days from year to year, unless permitted to do so at the sole discretion of the Chief.

SECTION 7. MEDICAL LEAVE: The City recognizes and acknowledges the rights of employees covered by this Agreement through the Family and Medical Leave Act of 1993.

SECTION 8. LEAVE OF ABSENCE WITHOUT PAY OR BENEFITS: The City Manager may authorize, upon the written request of any regular, full-time employee, a leave of absence without pay or benefits. Such leave of absence without pay or benefits shall be considered only upon presentation of documented medical advice or care prepared by a doctor.

The duration of any granted leave of absence without pay shall not exceed six (6) months. During such time, the employee shall not accrue any benefits, however, the City shall continue to provide health insurance benefits in accordance with Article XIII, Section 1.

SECTION 9. INJURY LEAVE/WORKERS COMPENSATION: Any employee who suffers an injury or illness on the job shall be subject to the Workers' Compensation Act of Colorado. Until such time as a claim is determined to be compensable pursuant to Workers' Compensation Act, the time away from the job shall be charged to such employee's accrued leave time, beginning with accrued sick leave and followed by vacation/annual leave.

Upon determination that the claim is compensable pursuant to the Workers' Compensation Act, the leave time consumed shall be restored to that employee's account of accrued leave time. A copy of the written determination of acceptance of liability shall be provided to the injured employee. The City of Trinidad will continue to pay the injured worker 100% of their regular salary for six (6) months, whereby the employee would otherwise be entitled to temporary disability benefits (66 2/3%) from the City's Workers' Compensation carrier. After the first six (6) months have elapsed, the employee shall begin receiving temporary disability benefits (66 2/3%) directly from the City's Workers' Compensation carrier, rather than 100% of their salary from the City. Once the first six (6) months of injury leave has expired, the employee will not continue to accrue benefits except for medical/health insurance, for which the employee will be responsible for his/her share.

An employee incapacitated due to a job-related injury or illness who cannot perform the essential functions of his/her job with or without reasonable accommodation and who fails to return to work after twelve (12) months of injury leave is subject to termination. Prior to termination, the City Manager will review the employee's current medical ability and prognosis, and provide to those employees covered under the Fire & Police Pension Association (FPPA) whatever documentation is required to ensure that the employee is not denied any benefits that the employee is otherwise entitled to under the employee's FPPA coverage.

An employee who seeks to return to work from a job-related injury or illness is required to provide a "fitness for return to duty" report from his/her physician. If the employee returns from injury leave and within six (6) months becomes unable to work due in whole or in part

to a re-injury or aggravation of the prior injury, the employee will be allowed to use the remainder of the original twelve (12) month injury leave period. Under this paragraph, the re-injured employee will not be allowed a second twelve (12) month leave period and will be subject to termination at the end of the original twelve (12) months of leave. However, prior to termination, the City Manager will again review the employee's current condition and prognosis.

SECTION 10. UNION CONTRACT NEGOTIATIONS LEAVE: Negotiations for future changes or replacement of the current Union contract shall be conducted at times and places mutually agreed upon between the City and Union designated negotiators. The members of the Union negotiations team shall be released from their respective job duties without loss of pay during the times of such negotiations, where such negotiations schedule coincides with the regular scheduled work hours of any such employee. It is recognized that the City and the Union may designate its representatives; provided, however, that the number of Union representatives shall not exceed five (5) except by agreement.

SECTION 11. ADMINISTRATIVE LEAVE FOR UNION BUSINESS: Employees, upon request to the City Manager, will be granted reasonable administrative leave to carry out official Union business as elected delegates or appointed representatives.

SECTION 12. LIGHT DUTY STATUS: If, as a result of a service or non-service connected injury or illness, an employee is temporarily disabled and unable to efficiently perform the duties of his/her position, but is able to efficiently perform the duties of some other position within the City which is compatible with the employee's skills and abilities, then the Department Head or City Manager may refer the employee for placement in such departmental position for a period not to exceed three (3) months. Upon approval of the Department Head or City Manager, the employee may be so employed within his/her medical/physical restrictions. Such assignment shall be called light duty.

Light duty assignment shall have the following restrictions:

- Light duty shall not be used to displace all or part of a full-time position within the department;
- Only one person in a department shall be on light duty at any point in time with the Department Head or City Manager given full discretion as to whom will perform the light duty work, and the Union shall have no recourse through the grievance procedure to challenge this decision; and
- An employee must have at least one (1) year of City service to be eligible for light duty assignment.

ARTICLE VIII WAGES AND PAY PROVISIONS

SECTION 1. WAGES AND RATES: The wage rate on an hourly basis for any job classification covered by this Agreement shall be set forth according to the Wage Rates identified in Appendix A to this contract.

SECTION 2. PAY PERIODS: The City shall pay the appropriate wages to each respective employee covered by this Agreement, subject to the required and optional payroll deductions on the basis of every fourteen (14) calendar days. When payday falls on a holiday (as recognized by the General Services contract), payroll shall be issued on the last working day immediately preceding the holiday.

SECTION 3. OVERTIME COMPENSATION: Compensation for assigned, scheduled overtime shall be computed on the basis of one and one-half (1 1/2) times the affected employee's regular hourly wage rate for actual time worked in excess of scheduled shift hours.

SECTION 4. ASSIGNMENT OF OVERTIME: Assignment of overtime shall be at the direction of the supervisor in the department based upon the following criteria:

- (a) Captain Overtime Assignment – The assignment of overtime for a captain's position shall be on a rotational basis beginning with the senior captain. Succeeding overtime assignments shall exhaust the list of captains affording each the opportunity for assigned overtime. At least one (1) "white shirt" captain shall be on duty at all times.
- (b) Engineer Overtime Assignment – The assignment of overtime for an engineer's position shall be on a rotational basis beginning with the senior engineer and continuing through the firefighter seniority list. Succeeding overtime assignments shall exhaust the dispatcher seniority list first and continue on through the firefighter seniority list, affording each engineer and firefighter the opportunity for assigned overtime in the engineer position.
The assignment of overtime for a period of eight hours (8) or less shall not affect the rotation of the overtime list.
- (c) Wildland Deployment – The Trinidad Fire Department will maintain a list of qualified personnel to staff the Wildland Unit. All personnel on the list must have, at a minimum, the certification of NWCG FF2 ("Red Card"). Personnel will be called based upon this previously established team seniority list.

Assignment of overtime shall be at the direction of the Chief of the Department based on the following criteria:

- Overtime shall be on a rotational basis beginning with the senior member of the wildland team. Succeeding overtime assignments will continue until all members have had the opportunity for overtime.
- Members called from the overtime list will staff the wildland unit.
- Members must be able to commit to the entire incident. This may include up to a 14-day assignment.
- If unable to staff unit from list, on-duty personnel may be used to fill the positions. Backfill of on-duty personnel will come from the regular overtime list.

After dispatch, once a crew has been assigned to the incident, they shall remain with the incident until demobilized. If a crew is cancelled or demobilized prior to arriving on scene, or on scene for less than eight (8) hours, those members will remain on the top of the Wildland Overtime list. Personnel need to be able to respond to and depart from Station #2 within thirty (30) minutes of call out.

A Memorandum of Understanding referencing certification scheduling shall be added to Appendix B in the Fire Union Contract.

- (d) Additional Criteria – If the list of all eligible personnel for an overtime assignment is exhausted, the overtime assignment shall be deemed mandatory overtime in accordance with Section 5 herein, and the first eligible employee contacted thereafter shall be required to report for the mandatory overtime assignment.

The assignment of overtime for a period of eight hours (8) or less shall not affect the rotation of the overtime list. When a supervisor determines that overtime work is necessary for the protection of the safety, health, or welfare of the public, such overtime assignment for any employee in that supervisor's charge shall be mandatory. Mandatory overtime shall be compensated at two times the employee's hourly wage.

SECTION 6. SEVERANCE COMPENSATION: Any employee who terminates employment with the City for any reason shall be paid coincident with his/her final paycheck for all accrued vacation/annual leave and all accrued compensatory time, if any. In the event of an employee's death, the payment shall be made to the employee's beneficiary

Any employee hired on or after January 1, 1999, will not receive any compensation for unused sick leave whether the employee has accrued sick leave in excess of six hundred forty (640) hours or not.

SECTION 7. PAY BY CLASSIFICATION: Any regular, full-time employee temporarily assigned to work in a higher classification shall be compensated at the regular hourly rate, in one-quarter (1/4) hour increments, of the classification for the actual hours worked in the classification; provided that management has appointed said employee to the temporary assignment. Any regular, full-time employee temporarily assigned to a lower classification shall be compensated at his/her normal regular hourly rate for such time during the work assignment in the lower position.

SECTION 8. LONGEVITY COMPENSATION: In addition to other compensation, any regular, full-time employee shall be entitled to a “longevity” wage increase of \$0.04 per hour upon each of the employee’s annual anniversary dates with the City.

ARTICLE IX POSITION VACANCIES

SECTION 1. POSTING OF VACANCIES: When a necessary vacancy occurs in any job position covered by this Agreement and it is the intention of the City to fill the vacancy, the solicitation of applications by City employees shall be posted for no less than five (5) working days at all designated bulletin boards, and a copy of such posting shall be provided to the designated Union representative. At the close of the posting period, if no suitable candidate for the vacancy is chosen from among City employees applying for such vacancy, or if no City employee makes application for such vacancy during the five (5) day posting period, then the City shall take whatever time is deemed necessary to solicit applications publicly for such vacancy and to fill such vacancy.

The City shall not be obligated to consider an application from a current City employee after the close of the five (5) day posting period.

In the event the City Manager decides not to fill the position, the Union shall be notified in writing.

SECTION 2. REVIEW: All applications shall be reviewed by the office of the City Manager or his designee and the position shall be filled by that applicant who is determined by the City Manager or his designee to have the highest qualifications and is best suited to fill the vacancy. When qualifications and suitability are relatively equal among two or more competing City employees who are applicants for the position, and selection is made from the competing City employees, then the vacancy shall be filled by giving preference to the employee with departmental seniority in which such vacancy occurs. Should no applicant have Departmental Seniority, then preference shall be based upon the applicant's total seniority determined by the employee's total length of service to the City.

SECTION 3. PROBATIONARY PERIOD:

- (a) All original appointments to regular positions in the service of the City are made subject to a probationary period of twelve (12) consecutive months, during which time the employee is precluded from participation as a Union member. During the probationary employee's initial six (6) months, he or she shall not be eligible for the assignment of overtime. Duty on a four-person crew will be at the discretion of the Fire Chief following consultation with and sign-off from all current Captains. Following the initial six (6) month probationary period, and upon the Fire Chief's written approval, the employee shall be eligible for the assignment of overtime.

Following the probationary employee's completion of the twelve (12) consecutive month probationary period, and upon the Fire Chief's written approval, the employee shall become entitled to opportunity for Union membership.

(b) Probationary employees shall not be subject to furlough days.

SECTION 4. APPLICATION FOR VACANCIES: Any employee interested in an advertised position who considers himself/herself qualified to fulfill the duties of said vacant position may submit an application for the open position after the posting of the position and before the deadline for application. All applicants for the posted position must meet the minimum qualification for that position, as defined in the job description.

SECTION 5. TRIAL PERIOD: Should an existing City employee be selected to fill an advertised vacancy, that employee may be required to serve a trial period not to exceed one hundred and eighty (180) calendar days. If such employee's proficiency and/or performance fails to be satisfactory during the trial period, or such employee fails to satisfactorily complete a trial period, that employee shall be returned to his/her former position. When it is deemed appropriate, the City Manager may extend an employee's trial period for any amount of time not to exceed thirty (30) additional workdays.

SECTION 6. PROMOTION TO MANAGEMENT POSITION: An employee covered by this Agreement who is hired into to a classification not represented in the contract shall not retain his Departmental Seniority with the Union when re-entering the bargaining unit.

In the event he/she accepts a transfer to a classification represented by this Agreement, he/she shall, from the date of re-entering, begin to accumulate Departmental Seniority.

SECTION 7. TEMPORARY EXTENDED VACANCIES: It is agreed by the City and the Union that temporary vacancies, other than vacation of more than thirty (30) calendar days in duration, shall be posted for assignment by the qualified most senior employee.

ARTICLE X
NON-DISCIPLINARY GRIEVANCE PROCEDURE

SECTION 1. GRIEVANCE PROCEDURE:

- (a) Purpose – It shall be the policy of this City and the Union to promote harmonious employer/employee relations through a standard grievance procedure, which will have, as a basis, the qualities of fairness and rapidity.
- (b) Definition – The term “grievance” shall include any complaint, dispute, or difference between the City and the Union or between the City and any employee covered by this Agreement, including the interpretation and/or application of and/or compliance with any provision of this Agreement.
- (c) Representation – Any employee represented by this Agreement shall have the right to be present at all meetings or hearings where such employee has filed a grievance in accordance with these procedures. Further, such employee may be accompanied by Union representation.

SECTION 2. GRIEVANCE STEPS: The following steps shall be utilized in the processing of grievances. It is agreed between the parties that time is of the essence. If an employee fails to meet any of the time limits contained in this article, the grievance shall be considered dropped. If the City fails to meet any of the time limits contained in this article, the grievance will be considered settled based upon the employee’s written request for remedy. Time limits shall be based upon the aggrieved employee’s work schedule. All time limits may be extended by mutual agreement of the parties.

Step 1. Any employee covered by this Agreement who desires to file a grievance shall first raise such issue with his/her immediate supervisor either verbally or in writing within five (5) working days of knowledge of issue that gives rise to the grievance. If the issue is not resolved to the satisfaction of the employee in this manner, such employee may file a formal grievance.

Step 2. The formal grievance shall be filed in writing, using the appropriate form, with the employee’s department head, within five (5) working days of the time the issue was first raised with the immediate supervisor. Upon submission of the written grievance, the department head shall meet with the employee and the representative within ten (10) days of receipt of the grievance to consider the matter. The department head will have three (3) working days thereafter to issue a written response to the grievance.

Step 3. If the grievance is not resolved at Step 2, the aggrieved employee may refer the grievance to the City Manager for final resolution. Such request shall be in writing within five (5) working days of the department head's response. Within ten (10) working days of receiving the grievance, the City Manager shall issue a written preliminary decision.

Step 4. If the employee is not satisfied with the decision of the City Manager, following the issuance of the City Manager's preliminary decision, the employee may then request a hearing, such request being in writing, within ten (10) working days of the issuance of the preliminary decision. Should a hearing be requested, a final decision shall be issued within ten (10) working days of the hearing. The decision by the City Manager shall be final and binding and the highest decision available by this grievance procedure.

SECTION 3. GRIEVANCE COMMITTEE OR REPRESENTATIVE: Should a grievance reach Step 2 of the procedure provided, the Grievance Committee may be composed of the IAFF Council 76 representative, Union President, the Chief Steward from the affected department, and the aggrieved party(ies). The Union President shall notify the City Manager of the Union Stewards and any subsequent replacement.

SECTION 4. OTHER DISPUTES: Should a dispute or difference between the City and the Union occur which is not directly addressed in this contract, a committee consisting of an IAFF Local 6 Representative, Union President, and Chief Steward of the Fire Department shall petition the City Manager requesting a meeting. The petition shall describe the issue, state why they feel it should be addressed by the City Manager, and state what resolution the Union is seeking. Upon receipt of the petition, City Manager shall schedule a meeting as soon as is mutually convenient.

ARTICLE XI WORKING CONDITIONS

SECTION 1. SAFETY COMMITTEE: The Union and the City have established a City-wide safety Committee composed of three (3) Union and three (3) non-union employees. The Safety Committee is an advisory committee which reviews vehicle and other job-related personal injury accidents, assists the City Manager with ideas to eliminate future safety problems, and offers recommendations to address current safety issues.

SECTION 2. DEPARTMENT SAFETY RULES: The City has developed a City of Trinidad Safety Manual which contains safety rules that apply to all employees of the City. Violation of any of these safety rules, or any department safety rules, will subject the employee to the provisions of Article IV (“Discipline or Discharge”).

SECTION 3. DRUG TESTING:

- (a) Introduction –A program whereby if the supervisor of any on-duty employee has reasonable suspicion, confirmed by a second supervisor, that the employee is unfit for work due to impairment by drug or alcohol use shall require the employee to submit to blood, breath, or urinalysis testing and be removed from the workplace if impaired. The City recognizes that current urine screening tests for drugs indicate only prior exposure to a substance and cannot be used to determine when a substance was taken nor measure impairment.

The Union also recognizes the problems associated with having impaired individuals on the job. The Union is concerned that any testing which occurs pursuant to this Agreement does not infringe on employees’ privacy or other constitutional rights and that any testing or discipline is neither arbitrary, discriminatory, nor excessive.

The City will offer rehabilitative assistance to employees who either voluntarily admit a drug and/or alcohol problem. Such assistance includes informing the employee about insurance coverage for rehabilitation or counseling under the City’s insurance plan. The City will try to accommodate the employee by allowing temporary leave with job protection and the full continuance of employee benefits during such leave.

- (b) Drug and/or Alcohol Testing for Cause – Based on reasonable suspicion by an employee’s supervisor and confirmed by another supervisor, drug or alcohol detection tests shall be given to employees who exhibit indications of impairment

because of drugs and/or alcohol. Reasonable suspicion shall be based on objective facts that an employee may be impaired because of drugs and/or alcohol.

Supervisory personnel who have reasonable suspicion that an employee is at work with drugs/alcohol in his/her system are required to have the suspicion confirmed by a second supervisory level person. If the second supervisory person concurs with the supervisor's suspicion, the reasons for suspecting drug or alcohol use will be documented in writing.

The Union recognizes the City's interest in determining the cause of serious accidents and ensuring employee safety. Due to the time factor in obtaining a drug or alcohol test immediately following an accident and the inability to rule out drug or alcohol use without obtaining a urine or breath sample, employees involved in any serious workplace accident, as defined in this section, will be required to submit to a for-cause drug and/or alcohol test.

"Serious workplace accident" means any accident that results in a fatality or injury requiring medical treatment, property damage estimated at \$3,000 or more, and/or damage to a motor vehicle that requires a vehicle to be towed from the accident site. Further, in the case of a motor vehicle accident, if no citation is given, the employee may still be tested if he/she could have contributed to the accident.

Following an accident, the employee will be tested as soon as possible, not to exceed eight (8) hours for alcohol testing and thirty-two (32) hours for drug testing. The employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident or until he/she undergoes a post-accident test. Any employee who leaves the scene of the accident without justifiable explanation prior to submission to drug and alcohol testing will be considered to have refused the test and shall be subject to termination.

- (c) Right to Representation – Management will notify a Union representative when an employee has been required to submit to a drug or alcohol test. and the representative will be given the reason for the test. The requirement to submit to a substance test or the collection of the urine sample will not be contingent upon the Union representative's presence or involvement in the drug or alcohol testing process.
- (d) Refusal to Submit to a Drug and/or Alcohol Detection Test – A refusal to submit to a drug or alcohol detection test does NOT lead to a presumption that the employee is under the influence of drugs or alcohol. However, refusal to submit to a drug and/or alcohol test may be considered insubordination and shall subject the employee to disciplinary action, up to and including termination.

- (e) Testing Procedures – All drug and alcohol testing will be performed by a laboratory which meets the standards contained in the Department of Health and Human Services’ MANDATORY GUIDELINES FOR FEDERAL WORKPLACE DRUG TESTING PROGRAMS. In addition, employees shall have a right to retain a portion of the specimen for testing at the employee’s expense.
The Union will be involved in the selection and quality control oversight of the laboratory(ies) used for a drug or alcohol detection.
- (f) Employee Referrals – The parties agree that rehabilitative assistance is offered to any employee with a substance abuse problem. This policy will apply whether the employee voluntarily admits to a substance abuse problem or has a positive result for the first time on a drug or alcohol detection test.
The City will ensure that employee benefits include adequate coverage for services to assist employees with substance abuse problems.
- (g) Discipline – Any employee found to be impaired (.04 BAC or higher) from the use of alcohol or who shall fail to pass a drug test shall be removed from duty and not allowed to return to duty until he/she passes a return-to-duty test. On the second or any subsequent occurrence, the employee shall be subject to disciplinary action, up to and including termination. The failure of any employee to pass a return-to-duty test within six (6) months of removal from duty because of use of alcohol or failure to pass a drug test shall be cause for termination. Any such employee who returns to duty following passage of a return-to-duty test shall be required to submit to random drug and/or alcohol testing for a period of one (1) year following return to duty. If the employee fails to pass a random test, the employee shall be removed from duty and shall be subject to disciplinary action, up to and including termination. In any case, employees who are required to drive vehicles and/or equipment during the performance of their regular job duties must possess the appropriate Colorado Driver’s License. Therefore, any loss of driving privileges is cause for termination. The conditions of continued employment would have to be specified.
- (h) City Responsibility – In the event that any employee or group of employees files or commences any claim or action before any administrative agency or court against the Union, its officers, or representatives for any alleged act or omission related to the application, interpretation, or enforcement of the City’s drug testing program, the City shall indemnify the Union for any judgments, awards, fees, or costs, and hold the Union, its officers, and representatives harmless in the event of any such claim or action.
- (i) Compliance with Applicable Laws – Notwithstanding the provisions of this Section, the City and the Union agree to abide by any applicable drug/alcohol testing provision imposed by the State of Colorado or the federal government.

ARTICLE XII POSTING OF NOTICES

SECTION 1. PLACES OF NOTICE POSTING: The Union membership shall be provided a bulletin board in each workplace for the posting of all notices pertinent to the Union business of employees under the jurisdiction of the Union. Union stewards and officers may use such bulletin boards for posting of notices of meetings, negotiations with regard to agreements or grievances, or other Union/City-related matters and official communications from the Union to its members or from the City to the Union.

SECTION 2. DISTRIBUTION OF AGREEMENT COPIES: One copy of this Agreement and attachments shall be available in each department and posted to the employee intranet.

ARTICLE XIII MISCELLANEOUS BENEFITS

SECTION 1. MEDICAL/HEALTH INSURANCE: The City agrees to make available to employees covered by this Agreement group medical/health insurance. The City further agrees to provide payment toward monthly premiums of each employee's medical/health insurance coverage at 79% of the total premium. Since the present terms are based on the current health insurance costs, said terms shall remain in effect until the end of the current insurance coverage year, which is December 31st of every year. Thereafter, the level of City payment of employee premiums shall be determined by the City, based on the dollar amount of employee premiums and availability of funding. An Advisory Committee of three (3) Union representatives shall be established to make recommendations as to medical/health insurance coverage. The Committee will have full access to all insurance bids as soon as they are submitted to the City. All final determinations as to medical/health insurance coverage shall be made by City Council.

SECTION 2. REPLACEMENT OF PERSONAL LOSSES: Personal articles or equipment which are damaged or destroyed while an employee is performing his/her assigned duties shall be compensated for by the City on a pro-rated basis, so long as such loss was not a result of carelessness, neglect, or normal wear and tear of the article or item damaged or destroyed. This section shall not apply to personal motor vehicles, unless said vehicle was being used for work purposes at the time of damage or destruction.

SECTION 3. UNIFORM PAY:

- A. All members of the Fire Department are required to dress in such uniform as is or may be prescribed by the Fire Chief. Uniforms shall be kept in a neat and clean condition and shall be worn at all times during hours of duty.

- B. Each member of the Fire Department shall be paid eight hundred fifty dollars (\$850.00) annually for the purchase, replacement, and maintenance of uniforms prescribed under subsection (a) above. Such payment shall constitute the entirety of the City's obligation for uniforms. Any additional amounts necessary for compliance with subsection (a) shall be borne by members of the Fire Department.

This payment is paid through payroll to all current employees in February of each year. Upon hire, an employee will receive \$1000 for uniform purchase. If the hire date is after July 1 the employee will not receive the uniform payment the following February but will be placed back on the schedule for the subsequent year.

- C. Class A Uniforms – Each employee in the Fire Department will be provided a Class A uniform upon completion of probation.

SECTION 4. HEALTH CLUB MEMBERSHIP: The City shall pay health club membership dues in the amount of \$30.00/month for each employee using health club facilities through direct billing.

SECTION 5. DEATH AND DISABILITY INSURANCE: The Fire and Police Pension Association requires a mandatory payment be made by either the employer or the employee to the Statewide Death and Disability Fund (“D & D”) for members hired on or after January 1, 1997, effective January 1, 2000. The City will pay the mandatory required death and disability payment for all affected employees as is stipulated by FPPA.

SECTION 6. HEART & CANCER BENEFIT: Under C.R.S., Part 3 of Article 5 of Title 29, an employer is required to maintain certain firefighter heart and circulatory malfunction benefits. The City will participate in the voluntary firefighter cancer benefits program to provide certain cancer benefits in accordance with and subject to the requirements and limitations of Part 4 of Article 5 of Title 29, C.R.S. Effective December 1, 2019, the City has entered into a Trust Agreement with the Colorado Firefighter Heart and Cancer Benefits Trust to provide cancer benefits to all firefighters as outlined in the agreement.

SECTION 7. IMMUNIZATION FOR HIGH-RISK EMPLOYEES: Employees shall have, at their discretion, immunization shots made available by the City or appropriate health agency. Immunization shots may include one or more of the following:

- (a) Tetanus
- (b) Cholera
- (c) Hepatitis A&B

**ARTICLE XIV
NON-DISCRIMINATION**

SECTION 1. NON-DISCRIMINATION CLAUSE: The parties to this Agreement shall not discriminate against any person or employee because of disability, race, creed, color, sex, sexual orientation, religion, age, national origin, or ancestry; but, with regard to a disability, it is not a discriminatory or an unfair employment practice for the City to refuse to hire, to discharge, or to promote or demote a person if there is no reasonable accommodation that the City can make with regard to the disability, the disability actually disqualifies the person from employment, and the disability has a significant impact on employment.

**ARTICLE XV
SEVERABILITY**

SECTION 1. SEVERABILITY: Should any Article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the Court shall apply only to the specific Article, Section, or portion thereof directly specified in the decisions. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section, or portion thereof.

**ARTICLE XVI
DURATION, RE-NEGOTIATION, AND ADOPTION OF
AGREEMENT**

SECTION 1. EFFECTIVE DATE OF AGREEMENT: This Agreement shall become effective and shall be binding on both parties hereto as of January 1, 2024, and shall remain in full force and effect until December 31, 2026.

SECTION 2. WAGE RE-OPENER: Either party may re-open this Agreement on the anniversary date of the effective date for the purpose of re-negotiating the hourly wage rates, by giving written notice to the other party sixty (60) to ninety (90) days before that anniversary date.

The parties agree to review current salary surveys available to municipalities and union organizations at the time re-openers are considered. The intent will be to determine if salaries paid to employees are comparable to like municipal employees and consider adjustments to those that are not, if possible.

This Agreement contains the full and complete agreement between Union and City. No agreements, promises, or inducements have been made by either the Union or the City other than as appears in this Agreement.

SECTION 3. MATTERS NOT RE-OPENED: Any matter not re-opened in accordance with this Article shall remain in full force and effect until a new agreement is signed.

SECTION 4. OPENING BY MUTUAL AGREEMENT: In the event both parties agree, any Article or Section may be re-opened at any time during the life of this Agreement, upon thirty (30) days' written notice to the other party. Negotiations may proceed immediately upon reaching such agreement.

SECTION 5. ADOPTION BY CITY COUNCIL RATIFICATION: Following the signing of this Agreement by duly authorized officers and business representatives of the Union and duly authorized officials of the City, the City of Trinidad shall adopt, by motion and majority vote, the provisions of this Agreement.

IN WITNESS WHEREOF, the parties named have signed their names and affixed the signatures of their duly authorized representatives on this Agreement.

**IAFF, LOCAL UNION #6, IAFF
COLORADO**


KENNEY BAKER, PRESIDENT - LOCAL #6


MATTHEW COMDEN,
SECRETARY-TREASURER - LOCAL #6

CITY OF TRINIDAD,


KAREN GRIEGO, MAYOR


STEPHEN RUGER, CITY MANAGER



ATTEST:

AUDRA GARRETT, CITY CLERK

APPENDIX A

POSITION & WAGE SCHEDULE

(Base Wage Rates per Hour)

2024

Year:	<u>2024</u>
Firefighter/EMT	\$ 17.79
Engineer	\$ 19.32
Captain	\$ 24.62

