

MOUNTAIN VIEW FIRE PROTECTION DISTRICT  
AND  
MOUNTAIN VIEW PROFESSIONAL FIREFIGHTERS, LOCAL 3214,  
IAFF

COLLECTIVE BARGAINING AGREEMENT

January 1, 2025 - December 31, 2026

**TABLE OF CONTENTS**

ARTICLE I: PREAMBLE ..... 4

ARTICLE II: DEFINITIONS ..... 5

ARTICLE III: NONDISCRIMINATION..... 6

ARTICLE IV: MANAGEMENT RIGHTS..... 7

ARTICLE V: FIREFIGHTER RIGHTS.....8

ARTICLE VI: DUES DEDUCTION.....9

ARTICLE VII: ENTIRE AGREEMENT ..... 10

ARTICLE VIII: HOLIDAY PAY .....11

ARTICLE IX: VACATION LEAVE .....12

ARTICLE X: SICK LEAVE..... 13

ARTICLE XI: PARENTAL LEAVE ..... 15

ARTICLE XII: LONGEVITY PAY ..... 16

ARTICLE XIII: BEREAVEMENT LEAVE ..... 17

ARTICLE XIV: LEAVES ..... 18

ARTICLE XV: WORKING OUT OF CLASS/OVERTIME/OTHER COMPENSATION..... 21

ARTICLE XVI: UNIFORMS AND EQUIPMENT ..... 24

ARTICLE XVII: INSURANCE ..... 25

ARTICLE XVIII: EXCHANGE OF TIME ..... 30

ARTICLE XIX: COMPENSATION ..... 31

ARTICLE XX: PROMOTIONAL PROCEDURE..... 33

ARTICLE XXI: DISCIPLINARY PROCEDURE ..... 34

ARTICLE XXII: GRIEVANCE PROCEDURE ..... 35

ARTICLE XXIII: LABOR-MANAGEMENT COMMITTEE..... 37

ARTICLE XXIV: SAVINGS CLAUSE.....38

ARTICLE XXV: TERM.....39

ARTICLE XXVI: SAFETY, HEALTH, AND WELLNESS COMMITTEE .....40

**ARTICLE I**  
**PREAMBLE**

The purpose of this Agreement is to promote and ensure harmonious relations, cooperation, and understanding between the Mountain View Fire Protection District ("District") and members of the Mountain View Professional Firefighters who are represented by Local 3214 of the International Association of Firefighters ("Union"); and to provide a process for determining wages and benefits. The District and Union desire to provide the citizens in the District with quality emergency, fire, ambulance, and all-hazard services. To accomplish this, the District and Union recognize the importance of working together to provide a supportive, safe, and professional working environment. This Agreement was negotiated between the parties in accordance with and is subject to Mountain View Fire Protection District Board Resolutions 2019-01 and 2022-05.

## **ARTICLE II** **DEFINITIONS**

As used in this Agreement, unless the context otherwise requires:

- 2.1 "Firefighter" is the generic term for all employees covered by the Collective Bargaining Agreement.
- 2.2 "Shift Firefighter" or "Line Firefighter" applies to Firefighters assigned to work 24-hour Shifts.
- 2.3 "Non-Line Firefighter" applies to Firefighters assigned to work 40-hour work weeks.
- 2.4 "Hire Date" means the first date on which a person became a career Firefighter of the Mountain View Fire Protection District or any merged fire agency.
- 2.5 "Probationary Firefighter" applies to a new employee, who for the one-year period immediately following the Hire Date, is expected to prove the Probationary Firefighter's complete fitness for the position; and, during which time may be discharged with or without cause.
- 2.6 "Mandatory Overtime" Additional hours that are assigned to an employee on a non-voluntary basis. Only additional hours that are required to maintain minimum staffing or staffing special events will be considered for Mandatory Overtime compensation. Additional hours which are required or a specific position (i.e. officer meetings, etc.) or hours spent participating in district mandated testing or training will only qualify for 1 ½ time in accordance with FLSA guidelines and district policy.
- 2.7 "Base Pay" means the annual base wage as provided in Article XIX, plus longevity.
- 2.8 "Base Hourly Rate" means Base Pay divided by 2912 for Shift Firefighters or Line Firefighters or divided by 2080 for Non-Line Firefighters.
- 2.9 "Shift" means an assigned operational period.
- 2.10 "Tour" means a period of consecutive assigned Shifts.

**ARTICLE III**  
**NONDISCRIMINATION**

The District and the Union agree that there shall be no discrimination against any Firefighter on the basis of race, gender, religion, color, national origin, sex, age, gender identity, gender expression, sexual orientation, marital status, ancestry, genetic information, disability, conditions related to pregnancy and childbirth, other protected classes, Union activity, or membership or non-membership in the Union.

ARTICLE IV  
**MANAGEMENT RIGHTS**

4.1 The following are inherent and exclusive rights of the District, which shall not be the subjects of collective bargaining:

4.1.1 To direct the work of its employees.

4.1.2 To hire, promote, demote, classify, evaluate, and retain employees in positions with the District; however, the procedure the District uses in the promotional process shall be a subject for collective bargaining.

4.1.3 To demote, suspend, discharge, or otherwise discipline employees. However, demote, suspend, discharge (i.e. termination of employment by the District) shall only be for "just cause" as more specifically set forth in the Employee Handbook, as adopted by the Board as amended from time to time. The procedure the District uses for discipline, suspension, demotion, or discharge shall be the procedure set forth in the District's Employee Handbook as adopted by and as amended from time to time.

4.1.4 To transfer, assign and schedule employees.

4.1.5 To determine whether to lay off employees because of lack of work, lack of funds, or for other legitimate reasons.

4.1.6 To determine and implement the methods, equipment, facilities, personnel, policies, procedures, directives, practices, and other means by which District operations are to be conducted, including but not limited to, adoption of an Employee Handbook, Administrative Operating Guidelines (AOGs) and Emergency Operating Guidelines (EOGs), as amended from time to time and to take steps the District deems necessary to maintain the efficiency and safety of operations and personnel.

4.1.7 To determine policies and standards for fitness for duty and fitness for duty testing.

4.1.8 To determine its budget, organization, and the merits, necessity of expenditures and level of any activity or service provided by the District, including but not limited to, the level of staffing, and.

4.1.9 To determine whether to merge with any other fire district or municipality, and the form and terms of any merger or consolidation.

4.2 The statement of Management Rights, powers, duties, and authority is not exclusive of other functions not herein contained, provided, however, that the exercise of these functions shall not conflict with the express terms of this Agreement.

4.3 The District implements a process for Shift, station, and unit preferences. The District maintains in its sole discretion the ability to deviate from its process or to create a new one at any time.

ARTICLE V  
**FIREFIGHTER RIGHTS**

Members of the bargaining unit shall have the right to form, join and participate in the activities of the Union for the purpose of representation for collective bargaining, and members shall also have the right to refuse to join or participate in any activities of the Union and shall have the right to represent themselves individually and have individual grievances adjusted without resort to employee organizations; provided, however, that any resolution reached as a result of such individual representation or grievance must be in accord with the terms of any Agreement actually in effect and applicable to such bargaining unit members.

ARTICLE VI  
**DUES DEDUCTION**

6.1 The District agrees to deduct from each paycheck, all Union membership dues, assessments, and fees uniformly required, in an amount certified to be current and accurate by the Treasurer of the Local.

6.2 Bargaining unit Firefighters must individually request and authorize, in writing, that such deductions be made and that such deductions be paid to the Union. This written authorization shall remain in force and effect and may be revoked only by written notice being given to the District and the Union.

6.3 The District shall not be liable to the Union, by reason of the requirements of this Article, for the remittance of payment of any sum other than that constituting actual deductions made from Firefighter wages earned. The Union shall indemnify the District and hold it harmless against all claims, actions, demands, suits, or other forms of liability against the District, or persons acting on behalf of the District, that shall arise out of, or by reason of, any action taken by the District for the purpose of complying with the provisions of this Article.

ARTICLE VII  
**ENTIRE AGREEMENT**

7.1 This Agreement constitutes the entire agreement between the parties and no past practice shall be construed as in any way modifying, altering, or amending the terms or conditions hereof.

7.2 The Union and the District agree that this Agreement is intended to cover all matters that are subject to bargaining under Board Resolution 2019-01 and that during the term of this Agreement neither the District nor the Union will be required to negotiate any further matters affecting these or any other subjects not specifically set forth in this Agreement. The terms of the Employee Handbook, or District policies or procedures shall not be in conflict with this Agreement; however, if they are, the terms of this Agreement shall control. The District shall not be bound by any requirement which is not specifically stated in this Agreement.

7.3 The District shall make this Agreement available on the District's website.

ARTICLE VIII  
**HOLIDAY PAY**

8.1 Every 56-hour Shift Firefighter shall be paid 96 hours at the regular hourly rate on an annual basis as Holiday Pay, due and payable in a lump sum on the first paycheck in December each year or upon separation of employment. Holiday Pay is pro-rated for Firefighters based upon Hire Date and date of separation from employment in the District.

8.2 Any Firefighter assigned to a 40-hour/week work schedule shall receive the day off, with pay, on the holidays recognized by the District. Firefighters who work the holiday and receive the pay pursuant to this article shall have such Firefighter's Holiday Pay annual lump sum as set forth in Article 8.1 reduced by the hours of Holiday Pay received. Any Firefighter assigned to alternate duty or school (such as Paramedic school) during a leave of absence from the line shall have Holiday Pay treated in the same manner.

8.2.1 When a holiday falls on a Sunday, the following Monday shall be observed. When a holiday falls on a Saturday, the preceding Friday shall be observed. Holidays falling during periods of vacation or sick leave shall not be counted as vacation or sick leave time used.

8.3 Firefighters who transition between a 56-hour and 40-hour/week work schedules throughout a year shall have their holiday pay in 8.1 reduced to reflect holidays taken off while assigned to a 40-hour/week work schedule. This shall include Firefighters assigned to alternate duty assignments as approved or required by the District. (Such as light duty. Paramedic or other schools.)

ARTICLE IX  
**VACATION LEAVE**

9.1 All Firefighters covered by this Agreement shall be eligible for vacation leave with pay.

Firefighters shall accrue vacation leave as follows:

▪ Months of Service	▪ 56-Hour Workweek	▪ 40-Hour Workweek
▪ 0-11	▪ 96	▪ 64
▪ 12-71	▪ 168	▪ 112
▪ 72-119	▪ 240	▪ 160
▪ 120-167	▪ 264	▪ 176
▪ 168-239	▪ 336	▪ 224
▪ 240+	▪ 360	▪ 240

9.2 **ACCUMULATION AND CARRY OVER OF VACATION TIME:** Vacation may be accumulated and carried over from year to year; however, a Firefighter's accumulated vacation time carried over to the next year may not exceed ninety-six (96) hours. Firefighters may carry over in excess of ninety-six (96) hours upon authorization from the District Fire Chief.

9.3 **PAYMENT OF VACATION LEAVE UPON TERMINATION:** A Firefighter shall be compensated for unused vacation time upon separation or termination from the District. The compensation shall be at the Firefighter's rate of hourly pay at the time of separation.

9.4 **TRANSFER OF VACATION LEAVE HOURS:**

9.4.1 The accrued vacation hours of an employee transferring from a 40-hour week to a 24-hour Shift shall be determined by dividing the vacation hours by 16 and then multiplying by 24.

9.4.2 The accrued vacation hours of an employee transferring from a 24-hour Shift to a 40-hour week shall be determined by dividing the vacation hours by 24 and then multiplying by 16.

ARTICLE X  
**SICK LEAVE**

10.1 **RATES OF ACCRUAL AND ACCUMULATION**

Firefighters working a 56-hour work week shall accrue sick leave as follows:

13 Hours Accrued/Month

Firefighters working a 40-hour work week shall accrue sick leave as follows:

9 Hours Accrued/Month

Sick leave may be accumulated by paid, eligible Firefighters of the District up to the limits as set forth below:

**For Shift Firefighters and Line Firefighters:** Sick leave may be accumulated by paid, eligible Firefighters of the District up to a limit of eleven hundred and four (1104) hours.

Hours above nine hundred sixty (960) that may be accrued but unused annually up to the limit of eleven hundred and four (1104) hours shall be automatically used to fund the Firefighter's Retiree HRA at a ratio of two (2) to one (1). It shall be converted annually at a date determined by the District.

**For Non-Line Firefighters:** Sick leave may be accumulated by paid, eligible Firefighters of the District up to a limit of seven hundred thirty-six (736) hours.

Hours above six hundred forty (640) that may be accrued but unused annually up to the limit of seven hundred thirty-six (736) hours shall be automatically used to fund the Firefighter's Retiree's HRA at a ratio of two (2) to one (1). It shall be converted annually at a date determined by the District.

10.1.1 All new hires will be granted 78 hours working a 56-hour week and 54 hours working 40-hour week of sick leave in such new hire's accrual bank upon hire. During the new hire's first six months of employment, the new hire shall not accrue any additional sick leave monthly. After the new hire's six month anniversary accruals will be accumulated according to 10.1.

10.1.2 All Firefighters covered by the Agreement, upon separation from the employment with the District, shall have their accrued sick leave hours balance paid into their Retiree HRA at a conversion rate of two (2) to one (1).

10.2 **ABSENCES REQUIRING USE OF SICK LEAVE**

10.2.1 Sick leave shall be authorized for the following purposes:

1. Any sickness, injury, medical treatment, dental work, mental health or hospitalization not compensated for under any disability or Workers' Compensation program.
2. Sick leave may be authorized for any employee in the event of birth or adoption of the employees' child.
3. Family illness. For the purpose of this Article, "family" is defined as any parent, spouse,

or child or other individuals as deemed appropriate by the District Fire Chief.

4. Sick leave shall be allowed to be used to supplement a Firefighter's pay to achieve up to 100% of the Firefighter's pay when out on disability.

5. Any statutorily permitted reason as set forth in the Healthy Families Workplace Act, Section 8-13.3-404(1), C.R.S.

10.2.2 The District shall allow Firefighters to use sick leave in hourly increments.

### 10.3 **TRANSFER OF SICK LEAVE HOURS**

10.3.1 The accrued sick leave hours of an employee transferring from a 40-hour week to a 24-hour Shift shall be determined by dividing the sick leave hours by 16 and then multiplying by 24.

10.3.2 The accrued sick leave hours of an employee transferring from a 24-hour Shift to a 40-hour week shall be determined by dividing the sick leave hours by 24 and then multiplying by 16.

ARTICLE XI  
**PARENTAL LEAVE**

Upon birth(s) of an eligible Firefighter's child(ren), or placement of a child(ren) within a Firefighter's home for the purpose of adoption (one (1) birthing event or adoption placement), eligible 40-hour work week Firefighters may be provided up to one hundred sixty (160) consecutive hours and eligible 56-hour work week Firefighters may be provided up to ten (10) consecutive work Shifts of leave with pay. Parental leave may be taken in conjunction with any sick leave, vacation leave, or disability leave upon advanced coordination and approval by the District Fire Chief. Any parental leave not taken within twelve (12) months following the birth(s) or adoption of a child(ren) will be forfeited. The intent of this leave is for the use of this leave for one birthing or adoption event.

Pregnancy Accommodation: The District will make reasonable accommodations to otherwise qualified employees due to pregnancy, a health condition related to pregnancy, or the physical recovery from childbirth absent undue hardship.

ARTICLE XII  
**LONGEVITY PAY**

12.0 The District acknowledges and appreciates the years of service that employees have dedicated to the District, recognizing the importance of compensating them at a higher base rate of pay compared to those with fewer years of service.

12.1 All Firefighters covered under this Agreement shall receive longevity pay in addition to the Firefighter's base wage for longevity of employment at the rate of \$6.05 per month per year of service after five (5) years of service.

After Years of Service	Annual Longevity Compensation
4	\$0
5	\$363.00
6	\$435.60
7	\$508.20
8	\$580.80
9	\$653.40
10	\$726.00
Additional \$72.60 each and every year	

12.2 Longevity pay will be calculated into the employee's annual rate of pay and will be used for calculation of the employee's overtime rate and the employee's calculation of contribution to the FPPA. Longevity will be included in the employee's bi-weekly paycheck.

ARTICLE XIII  
**BEREAVEMENT LEAVE**

13.1 Eligible 40-hour work week Firefighters who suffer a death in the eligible Firefighter's immediate family will be allowed up to five (5) days leave at full pay to arrange for and attend funeral services and may request additional unpaid leave. Eligible 56-hour work week Firefighters who suffer a death in the eligible Firefighter's immediate family will be allowed up to two (2) work Shifts leave at full pay to arrange for and attend funeral services and may request additional unpaid leave. For purposes of this Article, the Firefighter's "family" includes the Firefighter's spouse, children, parent, grandparents, grandchildren or siblings, and the parents, siblings or children of the Firefighter's spouse, related by blood or marriage includes mother, father, children, sister, brother, spouse, domestic partner, uncles, aunts, and first cousins, and any step-relation or in-laws, which are equivalent, or other individuals as deemed appropriate by the District Fire Chief or the Fire Chief's designee. Additionally, this bereavement leave may be taken for an eligible Firefighter's or eligible Firefighter's spouse's miscarriage. Employees may request the use of vacation or sick, time to address funeral arrangements for members outside of "family"

13.2 Requests for bereavement leave should be made to the on-duty Battalion Chief.

13.3 Bereavement leave shall be available for sixty (60) days from the date of the family member's passing unless approved by the District Fire Chief or the Fire Chief's designee.

ARTICLE XIV  
**LEAVES**

14.1 Personal leave of absence without pay shall normally be applied for at least 30 days in advance of the requested date unless in the event of an emergency. Any such leave shall be granted only in the sole discretion of the Fire Chief, for a period not to exceed six months, and in accordance with any separate agreement covering such leave without pay. Applications for such leave shall state the date the proposed absence is to commence, the length of absence, the date of return, and the reason for the request. All accrued and unused vacation time shall be used prior to the beginning of the leave of absence without pay. If the Firefighter does not or cannot return to work upon the expiration of any such leave, at the sole discretion of the Fire Chief, the Firefighter may be terminated.

14.1.1 Such leave may be granted only after a Firefighter submits a written request setting forth the reasons for the proposed absence and when the Firefighter's record indicates that it would be desirable to retain the services of the Firefighter for the future.

14.1.2 Such leave may be granted for educational, or health reasons, or for any other reason deemed sufficient by the Fire Chief. When requesting a leave for medical reasons, the Fire Chief may request proof of medical necessity for the leave. Failure to provide such proof will be grounds for denial of leave.

14.1.3 There shall be no accrual of vacation time or sick time while on leave of absence without pay. When a Firefighter returns from a leave of absence without pay, the Firefighter shall have the same salary and benefits provided to other Firefighters in the rank to which such Firefighter is returning. However, any such leave of absence shall not be considered in computing a Firefighter's seniority or in determining the Firefighter's rights to any other fringe benefits. During any such period of leave of absence, the District shall make no contribution to any fringe benefit to which the employee is entitled; provided, however, that a Firefighter on leave of absence may, during such leave, continue to participate in health, dental, and/or life insurance program in which such Firefighter was participating prior to such leave of absence. Should a Firefighter elect to continue such participation, the Firefighter shall be required to deposit with the District, on or before the last day of each month, the full amount of any benefit premium for coverage for the following month under such program. If premiums are not paid by the end of the month in which they become due, it is understood and agreed that the insurances, for which premium payment(s) have not been received, shall be canceled by the District.

14.1.4 A Firefighter granted a leave of absence shall, no later than the date agreed upon by the District and the Firefighter, confirm to the Fire Chief the Firefighter's intention to return to employment with the District upon the expiration of the leave of absence. Upon the Firefighter's return, the Firefighter shall be reinstated to the position vacated by leave of absence, or to any other vacant position within the same classification. Any Firefighter's failure to return to work on the next working day following the expiration of the leave of absence may, at the sole discretion of the Fire Chief, be considered a resignation.

14.1.5 A Firefighter who wishes to return following a leave of absence may be required, at the discretion of the Fire Chief, to successfully complete a testing process, including a medical examination, as required for current Firefighters in the District's physical fitness program.

14.1.6 The employee must notify the District as soon as possible but no later than 5 business days prior to the expected return date. The District will provide the employee the contact information to schedule the employee's own return to work appointments. The District will have 5 business days from the employee's actual return to work date to conduct testing. The Employee will be compensated for all time spent testing.

14.1.6.1 If the District's vendors do not have availability within the 5-day time frame, the employee will be compensated for all Shifts missed beyond 5 business days.

14.2 **JURY LEAVE:** A Firefighter who is required to serve as a juror in a Federal, State, County or Municipal Court shall be granted jury leave with pay to serve in such capacity, as follows: for Firefighters on a fifty-six-hour (56-hour) work week, up to three twenty-four-hour Shifts; for Firefighters on a forty-hour (40-hour) work week, up to six (6) days.

14.2.1 A Firefighter who is called for jury duty shall present to Human Resources the original summons from the court, and at the conclusion of such duty, a signed statement from the clerk of court or other evidence showing the actual time of attendance at court. Human Resources will work with the Firefighter to handle the requirements.

14.2.2 A Firefighter who serves on a Federal, State, County, or Municipal jury shall be permitted to keep any payment from the respective jurisdiction for such jury service.

14.3 **WITNESS LEAVE:** A Firefighter who is subpoenaed to produce documents, provide deposition testimony or appear in court on a District-related matter shall immediately notify Human Resources and the Firefighter's superior officer or supervisor. The District will then determine what adjustments to its staffing schedule must be made to comply with the subpoena and coordinate with legal if necessary. A Firefighter who is subpoenaed to appear at deposition or in court as a witness in a non-District matter may take unpaid time off to testify or use accrued vacation or personal time. The Firefighter shall furnish a copy of the subpoena to Human Resources. A Firefighter excused from witness duty shall return to work immediately upon completing the Firefighter's testimony.

14.4 **VOTING LEAVE:** The District shall grant time off with pay to vote in accordance with Federal and State law.

14.5 **MILITARY LEAVE:** If a Firefighter is called to active military duty or to reserve or National Guard training, or if the Firefighter volunteers for the same, the Firefighter should submit copies of the Firefighter's military orders to Human Resources as soon as is practicable. While the Firefighter is deployed, the employer shall continue to provide the employee health insurance benefits for the first thirty (30) days of the period of military services and/or training. The Firefighter will be granted up to the equivalent of three (3) weeks of paid leave on the Firefighter's regular work schedule in the calendar year, so long as the military service is satisfactorily performed, which is presumed unless the contrary is established, for the military service and/or training. The Firefighter's eligibility for reinstatement after the Firefighter's military duty or training is completed will be determined in accordance with applicable Federal and State laws.

14.6 **PROMOTIONAL LEAVE:** If a Firefighter is unable to secure a trade, the Firefighter shall be allowed to take vacation time to take any aspect of a promotional test.

14.7 **MEDICAL LEAVE ACT:** All absences that meet the qualifications of the Family Medical Leave Act (FMLA) will be designated as such. Employees will be placed on FMLA at the soonest time applicable to the employee's situation.

14.8 **UNION BUSINESS:** The District shall allow time off or pay overtime to any union official for all hours to attend any meetings that the District Fire Chief requests and or approves. This will also apply to scheduled negotiated sessions during collective bargaining.

ARTICLE XV  
**WORKING OUT OF CLASS/OVERTIME/OTHER COMPENSATION**

15.1 **WORKING OUT OF CLASS:** Whenever a firefighter is assigned and fulfills the duties and responsibilities of a rank in the bargaining unit above the rank which the Firefighter holds, the Firefighter shall be compensated at the rate of such higher rank for the time that the Firefighter is assigned and fulfills the duties and responsibilities of the higher rank.

15.2 **OVERTIME:** Overtime at a rate of one and one-half times (1 ½) the regular hourly rate shall be paid pursuant to the provisions of the Fair Labor Standards Act (FLSA) and based upon a 24-day work period. Only hours worked in excess of 182 per 24-day work period will be paid as overtime. The regular rate for purposes of calculating FLSA overtime shall include all wage augments. All paid leave, with the exception of sick leave, shall count as hours worked for purposes of calculating overtime.

15.2.1 Firefighters called back to work after the expiration of the Firefighter's normal Shift and prior to the onset of the Firefighter's next regularly scheduled Shift shall be compensated for a minimum of two hours

15.2.2 Firefighters that are called in on Mandatory Overtime shall receive one and one-half (1 ½) times the Firefighter's regular hourly rate.

15.2.3 The FLSA cycle shall be aligned so as to not cycle in the middle of any 48-hour Tour.

15.3 **PAYMENT FOR TRAINING AND SEMINARS:**

15.3.1 It is a condition of employment that Firefighters attend training schools, seminars, and other job-related course or field work from time to time.

15.3.2 The Fire Chief shall determine the nature and minimum amount of any such required training. A Firefighter required and authorized by the Fire Chief to attend training, schools, seminars or meetings during off duty hours shall be compensated at the rate of one and one-half (1 1/2) times the Firefighter's regular hourly rate.

15.3.3 The Fire Chief shall have complete discretion with regard to personal requests for voluntary medical and/or other training. Compensation for said training and Firefighter time off, if any, to complete that training or to attend requested seminar and/or meetings shall be by authorization only.

15.3.4 The District shall provide a vehicle for travel to and from training. If a staff vehicle is not available, the District shall pay the Firefighter mileage based on the federal mileage rate. The District shall also pay the Firefighter per-diem based on the federal per-diem rate if an overnight stay is required.

15.4 **CERTIFICATIONS**

15.4.1 The District will be responsible for the cost of all certifications and fees required for the employee to acquire and maintain certifications necessary to comply with the employee's job description. The District will cover the cost of certification renewal and initial certification. In

the event an employee is unsuccessful in the employee's initial attempt to attain certification through either a written or practical examination, the employee will be responsible for the cost of the subsequent attempt/s. Every reasonable effort shall be made by the District to provide opportunity for employees to meet the required training and certification requirements during regularly scheduled shifts. Where the employee, through no fault of the employee's own, has difficulty in acquiring or maintaining such certifications through the opportunities provided by the District, the employee may request prior written approval from the Fire Chief or the Fire Chief's designee for the District to pay such costs. If prior approval is not received and/or the employee will not meet the requirements due to the employee's own fault, then the employee shall be responsible for all related costs.

15.4.2 Employee's wishing to attain or retain certifications outside of the employee's job descriptions will be required cover the cost of the certification and testing.

15.4.3 The District will cover the cost of certification and testing for certifications necessary for participation on a special team (i.e. Hazmat, Tech Rescue, Wildland) and for special duties (i.e. Investigator). Approval for these certifications must be approved in advance by the Fire Chief or the Fire Chief's designee.

15.4.4 A higher level certification may be substituted for a lower certification required by the employee's job description (i.e. Fire Officer II in lieu of Fire Officer I). The District will only be responsible for the cost to maintain the higher certification, unless otherwise outlined in the District AOG or Job Description.

15.5 **TUITION REIMBURSEMENT:** The parties to this Agreement recognize the need for job related education and training and encourage Firefighters to engage in such training to the fullest extent possible without adversely affecting the Firefighter's on-the-job performance.

15.5.1 Any Firefighter shall be eligible for education assistance for credit courses at an accredited college or university. The District shall reimburse Firefighters attending such courses by paying the cost of tuition, books and fees upon the Firefighter's achievement of a grade C or better in each course and upon the Firefighter's submission of valid receipts for expenses incurred. Should the Firefighter, through voluntary resignation, leave the District's employment within twelve (12) months of having completed a course(s) for which the Firefighter was reimbursed, such reimbursement shall be refunded to the District by the Firefighter.

15.5.2 The maximum amount of reimbursement shall be six thousand (\$6,000.00) per Firefighter per calendar year.

15.6 **DEFERRED COMPENSATION PLAN:** For Firefighters hired on or before January 1, 1997, the District shall match the Firefighter's contribution toward that individual Firefighter's account in a Deferred Compensation Plan 457 offered by the District up to a maximum of one percent (1.0%) of the employee's Base Pay per payroll.

15.6.1 The District shall match up to four percent (4%) of the Firefighter's Base Pay per payroll toward that Firefighter's account in a Deferred Compensation Plan 457 and or FPPA Roth Plan offered by the District. This is in addition to the amount matched in Article 15.6.

**15.7 DEATH AND DISABILITY CONTRIBUTION:** For all Firefighters hired after January 1, 1997, who are eligible for the death and disability coverage provided under § 31-31- 811(4), C.R.S., the District shall make the entire contribution required by statute to the death and disability fund.

**15.8 DROP PLAN FPPA:** If the Employee elects to enter the FPPA Deferred Retirement Option Plan (DROP), and up to the Employee's time of termination of employment, the District shall contribute into the Employee's deferred compensation plan at the same employer contribution rate in effect just prior to entering the DROP. This applies to members who enter DROP on or after January 1, 2020.

**15.9 MILEAGE REIMBURSEMENT FOR USE OF PERSONAL VEHICLE WHILE ON DUTY.** The District shall reimburse a Firefighter at the then current IRS rate for use of a personal vehicle after the Firefighter is on duty when required by the District to move from station to station to meet the District's coverage needs as tracked in the District's scheduling system. At no time shall this reimbursement be for movement for training (even when District required), classes (even when District required), personal time, or other travel not as specified for the circumstances above that requires such reimbursement. The Firefighter must request such reimbursement within seven (7) days of such movement. No reimbursement requests shall be accepted after this time. The District shall make the reimbursement with the next applicable payroll due date.

The District shall maintain a matrix to be used for the standard miles between stations.

**15.10 OTHER COMPENSATION.**

15.10.1 Any member covered under the CBA that is assigned to work a forty (40) hour work week for the member's normal assignment shall be paid in accordance with the pay structure as set forth in Article 19.1. The member shall also receive forty (40) hours of PTO per calendar year, which shall be prorated based upon the time the Firefighter is changed to this schedule.

15.10.2 Field Instructor Pay: Any member who is assigned the role of Field Instructor by the Operations and Training Chief or the Fire Chief's designee(s) in the District's acting engineer, paramedic/EMT in field instruction, and acting lieutenant shall receive a 5% increase to the member's hourly rate while performing the role. This rate shall be paid for any and all Shifts that the trainee is assigned and working with the mentor.

15.10.3 Senior Paramedic Pay: Any member who is selected and serves in the role of senior Paramedic for the organization shall be paid in accordance with the pay structure as set forth in Article 19.1.

ARTICLE XVI  
**UNIFORMS AND EQUIPMENT**

16.1 Upon employment, the District shall provide the initial issue of uniforms as designated by the Fire Chief to each Firefighter. All protective clothing or protective devices required of Firefighters in the judgment of the Fire Chief, in the performance of their duties, shall be furnished without cost to the Firefighters by the District.

16.2 All Firefighters covered under this Agreement shall be given a six hundred dollar (\$600) annual uniform allowance after the Firefighter's first year of employment. Uniform allowance shall be allowed to be used for any items reasonable for use in completion of job duties as determined by the District Fire Chief or the Fire Chief's designee.

16.3 All uniforms, protective clothing and protective devices damaged in the line of duty, shall be replaced by the District without cost to the Firefighter, when necessary, in the judgment of the Fire Chief and the Fire Chief's designee.

16.4 All uniform, clothing, protective gear and devices damaged or lost through neglect or Firefighter carelessness shall be replaced at the expense of the Firefighter.

16.5 Any costs associated with a change to uniform standards elected by the District will be fully paid by the District and not be deducted from the Firefighter's individual uniform allowance.

ARTICLE XVII  
**INSURANCE**

17.1 **HEALTH/DENTAL/VISION INSURANCE:** The District shall allow all eligible Firefighters covered under this Agreement to participate in the health, dental and vision insurance plans offered by the District.

17.2 The District shall pay the following percent of the premiums for a Firefighter's participation in the District's health insurance base plan and dental insurance base plan. The base plan for both health and dental insurance shall be determined by the District in its sole discretion. The District may further determine in its sole discretion to offer an enhanced plan option(s) and/or a high deductible health plan option(s).

Firefighter only:	100%
Firefighter and family:	85%

If enhanced and/or high deductible health plan(s) are offered, a Firefighter who elects to participate in an employee-only plan than has a higher premium than the base plan, the Firefighter shall pay the difference between the base plan premium and the higher plan premium. For a Firefighter who elects to participate in an employee-only high deductible health plan with a lower premium than the base plan premium, the District shall deposit into such Firefighter's Health Savings Account the difference between the premiums.

If enhanced and/or high deductible health plan(s) are offered, a Firefighter who elects to participate in a Firefighter and family plan that has a higher premium than the base plan, the Firefighter shall pay the difference between 85% of the base plan premium and the higher plan premium. For a Firefighter who elects to participate in a Firefighter and family high deductible health plan with a lower premium than the base plan premium, the District shall deposit into such Firefighter's Health Savings Account the difference between 85% of the base plan and the lower premium.

17.3 **LIFE INSURANCE:** The District shall provide and pay the full premium for term life insurance in the amount of one year's base salary for each Firefighter, in addition to accidental death and dismemberment insurance for Firefighters covered by this Agreement pursuant to the specific terms of the coverage.

17.4 **DISABILITY INSURANCE:**

17.4.1 The District shall provide short term disability coverage for off the job injury. This coverage shall provide 60% of salary up to a maximum of \$2,000.00 per week for a period no longer than the duration of the leave for said injury, but in no event to exceed one hundred and eighty (180) days. Such coverage shall commence on the date of the injury. Accumulated sick leave may be used to supplement up to 100% of salary. The plan shall be determined by the District. This Agreement shall have no impact on coverages provided under State law.

17.4.2 The District shall provide long term disability coverage for an off the job injury after a waiting period of 180 days. The coverage shall provide 60% of the salary up to a maximum of \$7000/month. If you become disabled before age 62, Long Term Disability benefits may

continue until age 65. If you become disabled at age 62 or older, the benefit duration is determined by the age when disability begins. The plan shall be determined by the District. This Agreement shall have no impact on coverages provided under State law. If the employee is deemed permanently or totally disabled, the employee will apply for, and if accepted transfer to FPPA disability pension.

17.4.3 **CONFIRMATION OF DISABILITY:** Upon request, a Firefighter may be required by the Fire Chief to undergo an examination by a District designated physician for purposes of determining if the Firefighter has incurred a disability which renders the Firefighter temporarily unable to perform the duties of the Firefighter's position or other light duty assignment(s) that may be appropriate and available, as determined by the Fire Chief.

17.5 **Line of Duty Death:** In the event a Firefighter is killed in the line of duty or dies from injuries sustained in the line of duty, the District shall pay the cost of reasonable funeral expenses up to a maximum of \$17,500, this amount shall be offset by any other payments for funeral expenses made by insurance or by any other agency or organization or person(s) (other than relatives of the Firefighter). This payment shall be made to the Firefighter's estate after submission to the District of documentation of such expenses.

17.5.1 In the event a Firefighter is killed in the line of duty, the District shall pay the full cost of health insurance and dental insurance for a surviving spouse and children of the Firefighter, who are enrolled in the District's health and dental insurance plans at the time of death, subject to the following conditions:

17.5.2 The payments for a surviving spouse will end three (3) years after the Firefighter's death or upon remarriage, whichever occurs first.

17.5.3 The payment for a child will end three (3) years after the Firefighter's death or upon the child reaching age 18, whichever occurs first.

17.6 **Emergency Medical Services Transport.** The District will waive the charges not covered by either the employee's primary health insurance coverage or the District's worker compensation insurance carrier, for any emergency services transport provided by the District to an employee and the employee's immediate family members. Anyone outside immediate family shall be at the discretion of the Fire Chief.

17.7 **Workers Compensation Insurance:** The District will carry Workers Compensation Insurance as required by law for all employees covered by this agreement.

17.7.1 All line personnel off line more than one Tour (48 hours) will be transferred to a rate of pay that keeps the line personnel's annual pay the same.

17.7.2 All funds received from Workers Comp will be remitted to the District.

17.7.3 As soon as possible the injured employee will report for an alternative duty assignment approved by the attending physician.

17.7.4 All covered employees are expected to be available to the District between the hours of 0800 and 1700, Monday through Friday for alternative duty, meetings, appointments, and treatments.

17.7.5 Employees refusing alternative duty will be entitled to only the benefits provided directly

from workers compensation and will be required to use accumulated leave to ensure a normal amount of pay.

17.7.6 The District reserves the right to suspend approved leave to require an injured employee to attend treatments or appointments necessary to return the employee to the employee's normal assignment as soon as possible. The Chief shall consider all vacation that was selected and scheduled prior to the employee's injury if expenses have been occurred and it is within the employee's restrictions.

17.8 **FIREFIGHTER HEART AND CIRCULATORY BENEFIT:** The District shall pay the entire annual contribution for all members who are eligible for coverage under Senate Bill 14-172, the Firefighter Heart and Circulatory Benefits.

17.9 **MENTAL HEALTH SUPPORTS.**

17.9.1 **Mental Health Trust.** The District shall pay the entire annual contribution for all members who are eligible for coverage under Senate Bill 14-172, the Firefighter Heart and Circulatory Benefits, which include the Mental Health Trust.

17.9.2 **Additional reimbursement opportunity for mental health counseling.** If a Firefighter is denied reimbursement for mental health counseling through the Colorado Mental Health Trust or Path4EMS, the District shall provide up to \$1,000 of reimbursement per Firefighter's household per calendar year. For the purposes of this provision, the firefighter's household is defined to be the firefighter the Firefighter's spouse or domestic partner, and the firefighter's children. such reimbursement shall only be made upon the submission of proof of the mental health counseling charges and the written denial by the Colorado Mental Health Trust or Path4EMS,

17.10 **VOLUNTARY FIREFIGHTER CANCER BENEFIT PROGRAM:** The District shall pay the entire annual contribution for all members who are eligible for coverage under Senate Bill 17-214, the Voluntary Firefighter Cancer Benefit Program, Section 29-5-403, et. Sec. C.R.S.

17.11 **CANCER SCREENING PROGRAM.** The District provides comprehensive cancer screening program for all Firefighters. This program may be through an outside program or vendor, health insurance or other insurance programs, other providers or combination of the former.

17.12 **RETIREE HEALTH REIMBURSEMENT ARRANGEMENT (Retiree HRA).** The District provides a Retiree Health Reimbursement Arrangement (Retiree HRA) for Firefighters. The Retiree HRA will be funded in the following ways as may be permitted by law:

17.12.1 The Firefighter contributes one percent (1%) of the Firefighter I annual base salary from their annual salary. This amount will be deducted each pay period:

17.12.2 The District will match the Firefighter's contribution as set forth in Article 17.12.1. This amount will be deducted each pay period; and,

17.12.3 Through the sick leave buy back as set forth in Article 10.1.

17.13 **Retiree HRA One-Time Payment – January 1, 2025.** For all Firefighters with a minimum of fifteen (15) years of continuous employment with the District as of January 1, 2025, the District shall make a one-time payment into such Firefighter's Retiree HRA in the last payroll in August 2025 in the following amounts for the following service experience:

Fifteen (15) Years: \$5,500  
 Twenty (20) Years: \$15,000  
 Twenty-Five (25) Years: \$30,000

17.14 When eligible Firefighter passes one of the milestone anniversaries (based upon cumulative service with MVFPD) listed in the table below, the District will make a one-time contribution in an employee’s HRA consistent with the amounts in the table immediately below. This contribution will be made no later than the first pay period after then end of the quarter if the Firefighter is employed on the date of the MVFPD employment milestone anniversary.

Employment Milestone Anniversary	One-Time HRA Contribution
15 Year	\$2,000
20 Year	\$5,000
25 Year	\$10,000

17.14.1 In the first year of this contract, milestone deposits will also be applied to employee’s HRA account that would have reached that milestone anniversary. For example, an employee with 17 tears of service shall have the 15-year milestone amount deposited into their account in addition to the 15-year “One-Time Payment” (17.13).

**17.15 ON-THE JOB ILLNESS LEAVE FOR PERMANENT DISABILITY WITH CANCER OR HEART TRUST GAP PAY BENEFIT.**

**17.15.1 Qualifying Event for On-the-job Illness Leave.** When a Firefighter has an on-the-job illness that is covered by the Firefighter Heart and Circulatory Benefit as set forth in Article 17.8 and/or the Firefighter Cancer Benefit Program as set forth in Article 17.9 (as such benefits are administered through the Firefighter Heart and Cancer Benefits Trust (“Trust”) that renders said Firefighter as permanently disabled (Qualifying Event), the District shall provide some income protection to the Firefighter. The income protection shall be in the form of a combination of short and long-term disability benefit plans, accrued but unused sick and vacation leave, and paid On-the-job Illness Leave. The Firefighter shall not be eligible for such leave if not deemed permanently disabled.

**17.15.2 Timing of On-the-job Illness Leave.**

**17.15.2.1 While on Short and Long-Term Disability.** When a Firefighter sustains a Qualifying Event, is on short or long-term disability, and after the Firefighter has exhausted all accrued but unused sick and vacation leave, the District shall provide paid On-the-job Illness Leave that will pay the Firefighter the difference between the disability policy’s pre-tax payment and the Firefighter’s annual base salary.

**17.15.2.2 During the Waiting Period for Short and Long-Term Disability.** For the waiting period prior to the start of the short and/or long-term disability policy coverage and payments, the Firefighter shall utilize said Firefighter’s accrued but unused sick and vacation leave. If said Firefighter does not have any accrued but unused sick and/or vacation leave, the District shall begin providing the paid On-the-job Illness Leave at that time.

**17.15.2.3 If No Short or Long-Term Disability.** If a Firefighter's Qualified Event does not qualify for short or long-term disability, then the District shall provide the paid On-the-job Illness Leave at that time.

**17.15.2.4 Maximum Time for On-the-job Illness Leave.** The availability of paid On-the-job Illness Leave shall be a maximum of 365 days from the date of the on-the-job illness onset or until disability payments commence under the applicable FPPA disability policies, whichever occurs first. The Firefighter shall be automatically separated from employment such time.

**17.15.3 Maximum of one Qualifying Event.** The benefit is only for those with a permanent disability who will no longer be employed by the District once on FPPA disability. On-the-job Illness Leave may be taken for a maximum of 365 days for one on-the-job illness.

**17.15.4 Exclusions.** This benefit specifically excludes a behavioral health injury or illness, even if covered under the Trust, because the District provides a different mental health benefit that is set forth in Article 17.10.

**17.15.5 Continuation of Benefits during On-the-job Illness Leave.** The District will continue providing healthcare benefits while the Firefighter is receiving On-the-job Illness Leave; however, no further sick leave or vacation leave shall accrue. The Firefighter shall work with Human Resources to determine how the Firefighter's portion of the monthly premiums will be collected while out on this leave.

ARTICLE XVIII  
**EXCHANGE OF TIME**

With the prior approval of the Firefighter's Battalion Chief, a Firefighter shall be allowed to exchange work Shifts with other Firefighters.

ARTICLE XIX  
**COMPENSATION**

19.1 Beginning January 1, 2025 the annual base salary for the rank of Firefighter I shall be \$108,877. This is a 7.75% increase from the 2024 salary for this rank. The Firefighter I annual salary shall be used as the basis for setting salaries for all other ranks as set forth in the table below.

- Firefighter IV – 70%
- Firefighter III – 80%
- Firefighter II – 90%
- Firefighter I – 100%
- Firemedic IV – 85%
- Firemedic III – 95%
- Firemedic II – 105%
- Firemedic I – 112%
- Engineer – 110%
- Senior Medic – 117%
- Lieutenant – 121%
- Administrative Lieutenant – 129%
- Captain – 135%
- Administrative Captain – 143%
- Wildland Fire Management Officer – 130%
- Wildland Fire Operations Specialist Type 1 – 112%
- Wildland Fire Operations Specialist Type 2 – 110%

19.1.1 Beginning January 1, 2026, the annual base salary for the rank of Firefighter I shall be increased by 4.45% to \$113,722. This Firefighter I annual salary shall be used as the basis for setting salaries for all other ranks as set forth in the table in Article 19.1 above.

19.2 The regular hourly rate for purposes of calculating the overtime rate shall be the annual salary, plus annual longevity, divided by 2912 for Shift Personnel or 2080 for Non-Line Personnel

19.3 The parties to this agreement mutually desire that all of its provisions shall be and remain effective from January 1, 2025, through December 31, 2026. However, the parties shall re-open negotiations if the District determines there is a need to adjust based upon the fiscal impact of TABOR, Article X, Section 20 of the Colorado Constitution, property tax legislation and the passage of potential property tax propositions by Colorado voters, and the uncertainties associated with the adoption of the District's budget, which must be done on an annual basis, and the appropriations connected therewith.

ARTICLE XX  
**PROMOTIONAL PROCEDURE**

20.1 The District shall abide by this procedure with respect to promotions to the ranks of Engineer, Lieutenant and Captain. Any promotional/hiring process to other ranks or positions shall be at the discretion of the Fire Chief.

20.2 Whenever it is reasonably expected that one or more promotional openings will exist in the ranks of Engineer, Lieutenant or Captain, a notice of opening will be announced via a District-wide email. Such notice will be made at least thirty (30) days prior to the closing date of the application process. The notice shall contain the minimum qualifications required to apply for the promotion.

20.3 Each candidate who is interested in participating in the promotional testing process shall submit a letter of intent and complete the application process. If the District does not have a copy of all required certifications, the candidate shall submit them by the appointed date and time. Firefighters who fail to submit the documents required by this paragraph by the appointed date and time shall waive the Firefighter's opportunity to participate in the process.

20.4 Examinations for promotions shall be open to all candidates who possess the minimum qualifications as outlined by the District and in accordance with specific testing eligibility deadlines. The Fire Chief or the Fire Chief's designee will verify eligibility of all requests to test. A Firefighter candidate's personnel file, including but not limited to performance evaluations, accomplishments, and disciplinary actions, will be reviewed and considered for eligibility purposes. A Firefighter currently on a performance improvement plan is no eligible to test for a promotion. A Firefighter who has been demoted or suspended without pay within the twenty-four (24) months preceding the notice of the position is not eligible to test for a promotion.

20.5 Prior to the beginning of the examination process, all candidates will be advised of the format, which may include but shall not be limited to the completion of a written exam, assessment centers, and interviews, and a review of past performance. The specific times, dates, and location of the examination shall be published at least thirty (30) days prior to the date on which the examination will be administered. At the discretion of the Fire Chief, a reading list may be required. If required, the reading list shall be published sixty (60) days prior to any written examination.

20.6 At the conclusion of the examination process, and at the Firefighter's request, the District Testing Administrator appointed by the Fire Chief will provide feedback to unsuccessful candidates regarding the unsuccessful candidate's performance. Examination scores shall be posted.

20.7 A promotional committee consisting of two designees of the Fire Chief, the Human Resource Director or designee, and three appointees of the Union shall be formed. The promotional committee will exist for the length of this Agreement and to the extent feasible, consist of the same members throughout the term of this Agreement. The committee is charged with making recommendations to the Fire Chief concerning the promotional testing process referenced herein.

ARTICLE XXI  
**DISCIPLINARY PROCEDURE**

21.1 The District shall abide by this procedure with respect to the following forms of discipline of Firefighters: suspension without pay, demotion, and termination. Oral and written reprimands are NOT considered discipline.

21.2 The Firefighter's superior officer making a recommendation that a Firefighter be suspended without pay, demoted, or terminated (the "disciplining officer") shall forward the recommendation for such disciplinary action through the chain of command to the Fire Chief or the Fire Chief's designee and to the District Human Resource Manager.

21.3 The Firefighter shall receive written Charges which set forth the rules, regulations, policies, procedures, directives, Operating Guidelines, and/or orders the Firefighter is alleged to have violated and for which disciplinary action is recommended. The Charges shall include a brief statement of the wrongful conduct of the Firefighter. To the extent practicable, the Charges should include the time, date, and place the alleged actions took place, and the names of any witnesses.

21.4 The Firefighter must be presented with the Charges in person, or by mail at the Firefighter's last known residential address.

21.5 Within five (5) days (excluding weekends or holidays) of presentment of the Charges to the Firefighter in person, or if presented by mail, within five (5) days of the District's mailing of the Charges, the Firefighter must schedule an appointment to meet with the disciplining officer to discuss the Charges. Unless the disciplining officer is on vacation or otherwise unavailable for similar reasons, the meeting shall be held within fifteen (15) days (excluding weekends and legal holidays) after the Charges are presented or mailed. If the disciplining officer cannot hold the meeting within the fifteen (15) day period due to unavailability, the disciplining officer shall meet with the Firefighter within five (5) days of the disciplining officer's availability. The Firefighter may be accompanied by a Union representative at this meeting.

21.6 A Firefighter who has been presented with disciplinary Charges shall have five (5) days (excluding weekends and holidays) after the Charges are presented in person or mailed in which to submit a written Response to the Charges. If the meeting with the disciplining officer is scheduled within the five (5) day period for submitting a written Response, the Firefighter shall submit a written Response as soon as the Firefighter is able, but in no event later than at the time of the meeting.

21.7 After meeting with the Firefighter pursuant to Article 21.5, and considering any written Response provided by the Firefighter pursuant to Article 21.6, the disciplining officer shall submit a written Recommendation to the Fire Chief. The Recommendation must be accompanied by all documentation related to the Recommendation and the Firefighter's Response. The member shall be provided with a copy of the Recommendation when it is provided to the Fire Chief or as soon thereafter as practicable.

21.8 The Fire Chief shall issue a decision on the Recommendation within fifteen (15) days of receiving the Recommendation, or as soon thereafter as the Fire Chief is able to do so. The Fire Chief may conduct any additional investigation deemed appropriate prior to issuing a decision.

21.9 The Fire Chief may, at any time, commence disciplinary action against a Firefighter. The Fire Chief shall provide the firefighter with written Charges pursuant to Article 21.3-4.

21.10 The Firefighter is responsible for scheduling a meeting with the Fire Chief to discuss the Charges pursuant to Article 21.5, at which the Firefighter may be accompanied by a Union representative. The Firefighter shall also provide a written Response as provided in Article 21.6. The Fire Chief shall issue a decision regarding the proposed discipline within fifteen (15) days of the Fire Chief's meeting with the Firefighter, or as soon thereafter as practicable.

21.10 If the grievance has not been satisfactorily resolved with the Chief, the grievant may appeal the decision to the Fire Chief or the Chief's designee in writing within seven (7) calendar days of receipt of the response of the Chief or the Chief's designee. Within seven (7) calendar days of receipt of the appeal of the grievance, the Fire Chief or Chief's designee shall discuss the grievance with the grievant. The Fire Chief or Chief's designee must give the grievant an answer in writing within seven (7) calendar days of the holding of such meeting.

21.11 The Fire Chiefs decision is the final decision of the District for all purposes.

21.12 **JUST CAUSE:** The following conduct may result in disciplinary action, up to and including immediate termination. The District reserves the right to discipline, suspend, or terminate for any just cause, including but not limited to:

Inability to maintain satisfactory job performance levels.

Insubordination.

Fighting or threats of physical violence.

Conviction of, a plea of guilty to, or failure to contest a charged felony.

Violation of the District's drug or alcohol policies.

Falsification of, or material omission from an application for employment, payroll records, staffing or time reports. Or other District documents.

Accepting bribes or using position to obtain preferential treatment or financial gain.

Carelessness, negligence, or misuse of District property.

Theft, vandalism or destruction of District property.

Unauthorized absence from duty.

Frequent or habitual tardiness.

Unauthorized possession of firearms or dangerous weapons on District property.

Misuse of sick leave.

Failure to report for duty without proper notification.

Violation of District Employee Handbook, AOG's or EOG's.

Conducting for-profit personal business on District work hours.

Loss of any license, certificate or other credential required for performance of the job responsibilities of the position then held by the employee. (The employee shall not have the right to a transfer or demotion to a different position if the employee loses a license, certification, or other credential required for the position then held.).

Inducing or encouraging any employee of the District to violate any law or any District rule, policy, or directive.

Wrongfully obtaining any confidential information of the district or the District's employees.

Violation of safety rules or practices.

Violation of any applicable statute, rule, regulation, or policy of any governmental agency, including the District, where such violation, or the effects thereof, affect the public confidence in the District's management or operation, or which impairs the ability of the employee to perform the employee's duties.

21.13 **CORRECTIVE ACTION:** Corrective action is not discipline. When the Fire Chief or the Fire Chief's designee determines that a corrective action is appropriate, the action shall be addressed to the employee. The action shall include the date of the violation or performance deficiency, the specific violation or performance deficiency, and the specific behavior and a warning that continuance of the behavior or lack of improvement in the deficiency may result in disciplinary action. A Performance Improvement Plan (PIP) shall be constructed by the employee and the Fire Chief or the Fire Chief's designee to prevent further occurrences of a similar nature. The Fire Chief or the Fire Chief's designee shall have the final authority with regard to the content of the PIP. The PIP shall be signed by the employee and the Fire Chief or the Fire Chief's designee. The original shall go to the employee's personnel file, with a copy to the employee. The employee shall have the opportunity to submit written comments in response to the corrective action and those comments shall be attached to the incident documentation.

21.14 **SUSPENSION WITHOUT PAY:** The suspension shall be accompanied by a written statement setting forth the fact of the suspension, the reason for the suspension, and the duration of the suspension. A Performance Improvement Plan (PIP) shall be constructed by the employee, the Fire Chief or the Fire Chief's designee, and Human Resources (HR). The Fire Chief or the Fire Chief's designee shall have final authority with regard to the content of the plan. The suspension statement and the PIP shall be signed by the employee, HR and the Fire Chief or the Fire Chief's designee. The original shall go to the employee's personnel file, with a copy to the employee. The employee shall have the opportunity to submit written comments in response to the suspension and those comments shall be attached to the incident documentation.

21.15 **DEMOTION:** The demotion shall be accompanied by a written statement, setting forth the fact of the demotion, the reason for the demotion, and the duration of the demotion. A Performance Improvement Plan (PIP) shall be constructed by the employee, the Fire Chief or his/her designee and Human Resources (HR) to prevent further occurrences of a similar nature. The Fire Chief or the Fire Chief's designee shall have the final authority with regard to the content of the PIP. The demotion statement and the PIP shall go to the employee's personnel file, with a copy to the employee. The employee shall have the opportunity to submit a written response to the demotion and those comments shall be attached to the documentation.

21.16 **TERMINATION:** The termination shall be accompanied by a written statement, setting forth the fact of the termination, and the reason for the termination. The termination statement shall be signed by the employee and the Fire Chief or the Fire Chief's designee. The original shall go to the employee's personnel file, with a copy to the employee. The employee shall have the opportunity to submit written comments in response to the termination and those comments shall be attached to the incident documentation.

21.17 **ADMINISTRATIVE LEAVE:** Administrative leave is not considered disciplinary action. In matters of alleged criminal activity, the employee may be placed on administrative leave, without pay, for the duration of the investigative and judicial process. If the investigative or judicial process finds the employee was not guilty of the allegations and the District is not going to administer disciplinary action, the employee shall be immediately returned to duty with a status as if the employee was never placed on leave. This includes, but is not limited to, no loss of pay (including back pay), seniority, benefits, and promotional opportunities. This section is not intended to limit the purposes for which the employee may be placed on administrative leave as otherwise provided in this Agreement or in the Employee handbook or other District procedures.

The Union does not have a right of access to any employee's personnel file by reason of this Agreement, without the expressed written request of the employee detailing the specific item(s) being accessed.

While progressive disciplinary action is generally favored, it is not required, and the level of discipline to be imposed for an infraction shall be that which the Fire Chief or the Fire Chief's designee deems appropriate under the circumstances. The Fire Chief or the Fire Chief's designee retains the right to determine in the Fire Chief or the Fire Chief's designee's sole discretion that any of the listed disciplinary actions without using lower levels of discipline first.

21.18 The parties shall provide a joint training to all Firefighters on an annual basis regarding the disciplinary process as set forth in this article and the Handbook. This joint training shall also be covered in the new hire orientation process.

ARTICLE XXII  
**GRIEVANCE PROCEDURE**

22.1 A grievance under the Agreement shall be confined to an alleged violation of any express provision of this Agreement and shall not include any disciplinary matters. Any Firefighter or group of Firefighters may discuss any matter with the Firefighter or group of Firefighters' supervisor without invoking the formal grievance procedure provided for in this Article.

22.2 A grievance must be initiated by either an aggrieved Firefighter or by the Union on behalf of any one or more individual Firefighters and shall identify the exact provision of this Agreement that was allegedly violated. The grievant must reduce the grievance to writing and present the written grievance to a Deputy Chief ten (10) working days after the grievant knew or should have known the facts which gave rise to the grievance and shall include the provisions of the CBA that were allegedly violated.

22.3 The Deputy Chief shall meet with the grievant and, if the grievant is an individual, representatives of the Union in an effort to resolve the grievance within seven (7) working days after being presented with the written grievance. The Deputy Chief must respond in writing to the grievance within five (5) working days following the meeting with the grievant and/or representatives of the Union.

22.4 If the grievance is not resolved to the satisfaction of the Union by the Deputy Chief, the Union may appeal the grievance to the Fire Chief within ten (10) working days of receipt of the written answer of the Deputy Chief. Within seven (7) working days after receipt of the appeal, the Chief shall meet with the grievant and if the grievant is an individual, with representatives of the Union to discuss the grievance. Within five (5) working days after this meeting, the Chief shall give the Union an answer in writing.

22.5 Within ten (10) working days after the Chief has issued a written decision, if the Union is dissatisfied with the decision, the Union shall give written notice to the Chief of its intent to arbitrate. Within seven (7) working days of the written notice of intent to arbitrate, the parties shall attempt to select a neutral arbitrator to hear and determine the dispute. In the event the parties are unable to agree upon a neutral arbitrator, either party or its representative may refer the matter to the American Arbitration Association to request a panel of seven (7) arbitrators and the parties shall choose the arbitrator in accordance with the rules of the American Arbitration Association. The findings of the Arbitrator shall be final and binding on all parties concerned.

22.6 The Arbitrator will have the authority to hold hearings and make procedural rules.

22.7 The findings of the Arbitrator shall be consistent with law and the terms of this Agreement. The Arbitrator shall have no power to add to, subtract from, disregard, alter, or modify, any of the terms of this Agreement.

22.8 The cost of any arbitration, as well as the Arbitrator's fee, shall be borne equally by the parties to this Agreement.

22.9 Either party may request a Certified Court Reporter to take a stenographic record of the evidence taken at an arbitration hearing. If such stenographic record is taken, a copy of the transcript shall be provided to the Arbitrator. The party requesting a stenographic record shall pay the cost thereof, except that if the other party shall request a copy of any transcript, the parties shall share equally the entire cost of making the stenographic record.

22.10 The term "working days" as used in this article shall be inclusive of Mondays through Fridays during which the administrative offices of the District are normally open. The term "working days" shall exclude Saturdays, Sundays, and legal holidays.

ARTICLE XXIII  
**LABOR-MANAGEMENT COMMITTEE**

23.1 There shall be a committee comprised of two (2) to five (5) District management representatives and two (2) to five (5) Union representatives which shall meet on a monthly basis or, by mutual consent, less often, and such meeting will be held during working hours. The purpose of these meetings will be to discuss problems and objectives of mutual concern not involving the terms and conditions of this Agreement.

23.2 The Union shall communicate to the District the names and titles of its E-Board members on an annual basis by January 15 within thirty (30) calendar days of any changes.

ARTICLE XXIV  
**SAVINGS CLAUSE**

If any provision of this Agreement is subsequently declared by judicial authority to be unlawful, unenforceable, or not in accordance with applicable laws, statutes, and regulations of the United States of America and the State of Colorado, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to agree on a substitute provision. However, if parties are unable to agree within thirty (30) days following commencement of the initial meeting then the matter shall be postponed until contract negotiations are reopened. This thirty (30) day time period may be extended at the mutual agreement of the District and the Union.

ARTICLE XXV  
**TERM**

25.1 This Agreement shall be effective January 1, 2025, and shall continue to and including December 31, 2026. This Agreement is subject to appropriation and availability of District funds on an annual basis.

ARTICLE XXVI  
**SAFETY, HEALTH, AND WELLNESS COMMITTEE**

26.1 The District recognizes the right of the Union to consult with the District and make recommendations on safety matters. To this end, the District and Union shall utilize the Safety Committee as set forth in the District's AOGs for the parties to mutually discuss matters of health, safety, and wellness.

26.2 The Safety Committee membership shall meet the requirements as set forth in the District's AOG and will meet quarterly or more frequently if necessary. At least three (3) members of the Bargaining Unit shall be included.

26.3 Recommendations made by the Safety Committee shall be submitted to the Fire Chief or the Fire Chief's designee.

Dated this 15<sup>TH</sup> day of July, 2025.

MOUNTAIN VIEW FIRE  
PROTECTION DISTRICT

*Colleen G. Whitlow*

---

President, Board of Directors, Colleen Whitlow

*Todd Venrick*

---

Secretary/Treasurer, Board of Directors, Todd Venrick

MOUNTAIN VIEW PROFESSIONAL  
FIREFIGHTERS, LOCAL 3214, IAFF

*Steven St. Clair*

---

President, IAFF L3214, Steven St. Clair

*Tyler Prim*

---

Secretary/Treasurer, L3214, Tyler Prim