

**AGREEMENT
BETWEEN
THE CITY OF WESTMINSTER
AND
WESTMINSTER PROFESSIONAL FIREFIGHTERS,
IAFF, LOCAL 2889
January 13, 2025 – January 10, 2027**

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PREAMBLE

This Agreement is made and entered into by and between the City of Westminster (hereinafter referred to as the “Employer”) and the Westminster Professional Firefighters, IAFF, Local 2889 (hereinafter referred to as the “Union” or “Local 2889”).

It is the intent and purpose of this Agreement to set forth the parties’ entire agreement with respect to the subjects for collective bargaining, as defined by Chapter 34 of the Westminster Municipal Code, titled *Collective Bargaining for Firefighters* (hereinafter referred to as “the Ordinance”), that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the City; to encourage and improve efficiency and productivity; to maintain the highest standards of safety, personal integrity and conduct at all times; to facilitate harmonious relations and communications between the Employer and the Union; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

The parties commit to maintaining a healthy, inclusive culture where all employees are respected as contributing members of the City workforce with the same vision and values toward serving our community.

ARTICLE I
DEFINITIONS

The following definitions shall apply to this Agreement:

Agreement – The Collective Bargaining Agreement between the Employer and Union.

Employer – The City of Westminster, Colorado.

Employee – Any employee who is included in the bargaining unit as defined in Section 1-34-2 of the Westminster Municipal Code and covered by the terms of the Agreement.

Fire Administration – Anyone acting in a supervisory or command position; does not include any employees covered by the Collective Bargaining Agreement.

Ordinance – Generally refers to Title I, Chapter 34 of the Westminster Municipal Code, *Collective Bargaining for Firefighters*. Some references to “ordinance” include any Westminster Municipal Code section.

Union E-Board – The seven (7) member Executive Board of the Westminster Professional Firefighters, IAFF, Local 2889.

Union or Local 2889 – Westminster Professional Firefighters, IAFF, Local 2889.

City Grievance and Appeal Procedure – The procedure contained in Section 1-24-3 of the Westminster Municipal Code.

Personnel Policies and Rules – The Personnel Policies and Rules adopted by the City, as they may change from time to time.

ARTICLE II
RECOGNITION AND REPRESENTATION

Section 1. Recognition. The Employer recognizes the Union as the sole and exclusive bargaining representative for all full-time commissioned members of the Westminster Fire Department, up to and including the rank of Captain, as included in the bargaining unit certified by the American Arbitration Association on December 8, 2017 (hereinafter referred to as “employee,” as defined immediately below), and defined as “bargaining unit” under the Westminster Municipal Code, Chapter 34: Collective Bargaining for Firefighters, Section 1-34-2.

When used in this Agreement, the term “employee,” unless the context requires otherwise, shall refer to any employee who is included in the bargaining unit and covered by the terms of this Agreement.

Section 2. Gender. Wherever the male gender is used in this Agreement, it shall be construed to include both males and females equally.

ARTICLE III
UNION SECURITY AND REPRESENTATION

Section 1. Union Membership. No employee shall be required to become a member of the Union as a condition of employment or continued employment by the Employer, and there shall be no discrimination against any employee on account of his/her membership or non-membership in the Union. All employees may or may not join the Union, at the individual employee's discretion.

Section 2. Dues Deduction. Upon receiving an employee's signed written authorization, the Employer agrees to deduct from that employee's paycheck all Union membership dues, fees and assessments (collectively, "dues") in an amount certified to be current and accurate by the Union. Within 30 days of the execution of this Agreement, the Union shall provide the Fire Chief with written certification of the amount of the dues to be deducted for each employee, which certification shall remain in force and effect until revoked or modified in writing by an authorized Union representative at least 30 days before the effective date of the revocation or modification.

Section 3. Indemnification. The Union shall indemnify, defend and hold harmless the Employer and its officials, representatives and agents against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all reasonable costs for counsel that shall arise out of or by reason of action taken or not taken by the Employer in complying with the provisions of this Article provided that the Employer does not initiate the action. If an improper deduction is made, the Union shall refund any such amount directly to the employee.

Section 4. Union Business. The Union shall endeavor to conduct all necessary Union business during non-working time, to the greatest extent possible. Union business may be discussed as long as it does not disrupt or interfere with daily work activities.

Section 5. Union Orientation. Local 2889 will be provided up to three (3) hours for Union orientation during Fire Department new employee orientation.

Section 6. IAFF Sticker. A standard IAFF-approved 4” by 4” sticker, to be provided by the Union, will be placed on Department apparatus in a prominent location. Applicable Department apparatus and location for placement of the sticker will be determined by Fire Administration.

ARTICLE IV

MANAGEMENT RIGHTS

Section 1. Management Rights. The following are the inherent and exclusive rights of the Employer, which shall not be the subjects of collective bargaining: to direct and schedule the work of its employees, including but not limited to determining schedules, staffing, shifts, hours and the scheduling of leave; to determine training needs, methods of training, and employees to be trained; to determine or consolidate operations, offices, and work sites, including, but not limited to permanently or temporarily moving operations in whole or in part to other locations; to hire, promote, demote, classify, evaluate, and retain employees in positions within the City; however, the certified employee organization may negotiate promotional procedure, but not the content/criteria for promotions nor the decision to promote; to demote, suspend, discharge, or otherwise discipline employees; however, representation in the disciplinary process shall be a subject of collective bargaining; to make, alter and enforce rules, regulations, orders and policies, and from time to time, to change such rules, regulations, orders and policies; to establish, select, administer, alter, amend and control insurance, pension, and retirement plans for employees; to lay-off employees because of lack of work, lack of funds, or for other legitimate reasons determined by the corporate authorities and to determine the method and criteria for recall; to determine and implement the methods, equipment, facilities and other means and personnel by which municipal operations are to be conducted, and to take steps it deems necessary to maintain the efficiency and safety of said operations and of the personnel engaged therein; and to determine its budget, organization, and the merits, necessity, and level of any activity or service provided by the City. In addition to the foregoing, management rights shall also include any matters that are specifically reserved to the City via federal or state constitutional, statutory, municipal ordinance or City Charter provisions.

Efforts to resolve concerns regarding the Employer's exercise of management rights shall not be subject to the grievance procedure in Article IX and shall be addressed in direct consultation with the Fire Chief or designee or before the Labor Management Committee. As a last resort, either party may exercise the right to use the dispute resolution process contained in the City Personnel Policies and Rules, City Grievance and Appeal Procedure, with the timeline contained in the City Grievance and Appeal Procedure to begin upon

conclusion of the above remedies. The FMCS mediation services may be requested by either party.

ARTICLE V

DISCIPLINARY PROCESS REPRESENTATION

When an employee is to be interviewed by a manager or supervisor, under circumstances where the employee reasonably believes that such interview may result in discipline of the employee, the employee may request that an employee Local 2889 representative (“representative”) be present during such interview. Once a representative has been requested for a specific disciplinary incident, unless revoked by the employee, it is presumed that such representation is to continue throughout the disciplinary process. Except in an emergency, the Employer agrees that an employee who requests a representative under such circumstances will not be interviewed until a representative is present, as long as the representative is reasonably available. Under no circumstances shall the request for the presence of a representative be used to delay such interview. In the event an employee requests representation, notice of the pending meeting shall also be provided to the Local 2889-designated representative email group. The Employer will make a good faith effort to schedule such non-emergency meetings so a representative can be present, if so requested.

The role of the representative at such meetings is for the purpose of (1) explaining the disciplinary policy and employee rights; (2) to aid the employee in his understanding of the discipline; (3) to notify HR of any relevant information or incidents; (4) to ensure an employee is not harassed or intimidated; and (5) to advise the employee that he/she has the right to reasonable breaks. Either the Union or the Employer may temporarily halt the meeting pending the presence of an HR representative.

The representative shall maintain employee confidentiality within Union leadership in the representation of an employee.

ARTICLE VI
LEAVES AND BENEFITS

LEAVES

Section 1. Vacation.

- a. Vacation Leave Usage.** This leave shall be provided to the employee in accordance with City Personnel Policies and Rules.
- b. Vacation Leave Accrual.** Vacation Leave accrual and available maximum allowable leave will be pro-rated based on the benefited FTE. Vacation Leave accrued shall be in working hours upon completion of a full pay period. The amount of Vacation Leave to be charged shall be determined by adding, to the nearest quarter hour, the total working hours absent.
- c. Vacation Leave Accrual Rate.** The following schedules shall be used to calculate the amount of Vacation Leave an employee accrues for years of continuous service with the City:

For Shift Employees

Years of Continuous City Service	Accrual Rate Hours Per Pay Period	Accrual Rate Hours Per Year
Less than 5	7.63 hours	199 hours
5-10	8.90 hours	232 hours
10-15	10.20 hours	266 hours
15-20	11.47 hours	299 hours
Over 20	12.77 hours	333 hours

For Non-Shift Employees

Years of Continuous City Service	Accrual Rate Hours Per Pay Period	Accrual Rate Hours Per Year
Less than 5	5.45 hours	142 hours
5-10	6.37 hours	166 hours
10-15	7.29 hours	190 hours
15-20	8.21 hours	214 hours
Over 20	9.13 hours	238 hours

d. Vacation Leave Carryover. The maximum allowable to carry over into next year is 392 hours (280 hours for non-shift employees). Any unused vacation in excess of 392/280 hours will be forfeited.

e. Vacation Cash-Out. Eligible employees may annually cash out or convert into a Section 457 plan up to a total of forty-eight (48) hours of their accrued but unused vacation leave at 100% of their current rate of pay. An eligible employee will annually be permitted to cash out or convert into a Section 457 plan an additional thirty-two (32) hours of accrued but unused vacation leave if the employee uses less than seventy-three (73) hours (less than forty-one (41) hours for non-shift employees) of sick leave in the calendar year. Employees may make voluntary contributions as well, as permitted by the plan, and subject to IRS annual contribution limits.

Section 2. Sick Leave.

a. Sick Leave Usage. This Article is intended to provide employees with time off work for various health and safety needs. This leave shall be provided to the employee in accordance with City Policy and the Colorado Healthy Families and Workplaces Act, C.R.S. § 8-13.3-401 ("HFWA"). Unused sick leave cannot be carried over into the following calendar year and has no cash value.

b. Sick Leave Accrual. At the beginning of each calendar year, employees shall receive one hundred sixty-eight (168) hours (one hundred twenty (120) hours for non-shift employees) of sick leave for use during that year. This amount will be pro-rated for those employees who are hired after the start of the leave benefit year. Pro-ration shall be from the beginning of the pay period in which the employee begins employment.

Section 3. Holidays.

a. Holiday Bank. Employees will receive an annual holiday leave bank of 168 hours (120 hours for non-shift employees). Employees who work a City-designated holiday will be paid overtime at the rate of one and one half (1 ½) times the regular rate of pay for all hours worked between 0700 hours and midnight on the date of the designated holiday.

b. Recognized Holidays. The following are recognized holidays for all employees:

New Year's Day (January 1)

Martin Luther King Jr. Day

President's Day (third Monday in February)

Memorial Day (last Monday in May)

Juneteenth (June 19)

Independence Day (July 4)

Labor Day (first Monday in September)

Veterans Day (November 11)

Thanksgiving Day (fourth Thursday in November)

Friday after Thanksgiving

Christmas Day (December 25)

Floating Holidays. Employees will be provided one (1) fourteen (14) hour (ten (10) hour for non-shift employees) floating holiday per year.

Section 4. New Employee Leave. All newly hired benefited employees will receive fifty-six (56) hours of leave (forty (40) for non-shift employees), pursuant to City policy and procedures.

Section 5. Maternity Benefits.

a. Leave of Absence. Employees shall be eligible to use available leave for an absence due to birth or adoption of a child in accordance with City Policy. Such leave shall run concurrent with FMLA leave in accordance with City Policy.

b. 12-Week Flexible Work Option (for Shift Employees). Immediately following pregnancy and/or initial FMLA Leave, employees who have given birth will be offered up to twelve (12) continuous weeks of a flexible work option. During the 12-week flexible work option, the employee may use accrued available leave for the duration or portions of this period. The employee may also elect to work in a limited duty assignment on a part-time or full-time basis. Employees working on a part-time basis will need to take

available leave to account for the non-working hours. The 12-week flexible work option will count towards light duty maximums in accordance with City Personnel Policies and Rules. The City reserves the right to require updated medical information.

c. Non-Shift Employees Returning from Leave. Work activities for non-shift employees who have given birth and are returning from pregnancy and/or FMLA Leave will be in accordance with physician-indicated restrictions. The City reserves the right to require updated medical information.

d. Miscarriages. A miscarriage is viewed as a loss and employees may utilize Bereavement Leave to grieve this loss. A miscarriage in a later stage of pregnancy may require additional time to recover, both physically and mentally, before returning to duty. Vacation and Sick Leave may be utilized to extend absences in such circumstances. Major Illness Leave may be an option at the direction of a physician.

Section 6. On The Job Injury Leave (Workers' Compensation). Employees will be granted six hundred seventy-two (672) hours (four hundred eighty (480) hours for non-shift personnel) injury leave to be used in accordance with City Policy.

Section 7. Bereavement Leave. Employees will be provided Bereavement Leave with pay for an absence due to a death of a family member in accordance with City Policy. This leave will be for a maximum of forty-eight (48) work hours (40 hours for non-shift employees). The duration of such leave must be approved by the Fire Chief. Bereavement Leave cannot be carried over into the following calendar year and has no cash value. Employees shall be permitted to use available Sick Leave after Bereavement Leave is exhausted.

Section 8. Military Leave.

a. Eligibility. Military service members are entitled to military leave while engaged in military service with the right of reinstatement as set forth in C.R.S. § 28-3-604 and the Uniformed Services Employment and Reemployment Rights Act ("USERRA"), 38 U.S.C. §§ 4301 *et seq.* not to exceed a cumulative leave period of five years. To be eligible for military

leave, military service members must provide prior notice to the City of such leave in writing, as required by applicable law and City Policy.

b. Compensation. In accordance with City Policy, Employees will be provided fifteen (15) workdays of annual military leave for qualifying reasons, at 100% of the employee's base pay.

Section 9. Union Leave. The Union shall be provided with a total of five hundred twenty-eight hours (528) of paid Union leave for the term of this Agreement to be used for Union business and will be backfilled as necessary. Such time may be used to attend labor-related training, seminars and conventions selected by Local 2889. It is the Union's responsibility to manage the use of Union leave. Employees using union leave shall provide at least five (5) calendar days' advance notice to Fire Administration. Less than (5) calendar days' notice may be permitted for limited circumstances where the union cannot meet the (5) day notice requirement at the Fire Chief's (or designee's) discretion on a non-precedential and non-grievable basis.

BENEFITS

Section 10. Health and Dental Insurance Plan Contributions. Health and dental insurance plan premium contributions percentages (employee/employer split) that exist on December 31, 2024, shall apply to all bargaining unit employees upon the start of this Agreement. Should premium contribution percentages change for non-bargaining unit employees, those premium contribution percentages shall also apply to bargaining unit employees.

Section 11. Employee Assistance Program (EAP). Subject to the terms and conditions of the EAP program, EAP counseling is free/available to all employees and their family who are experiencing difficulty in managing personal crises. Participation in the EAP is voluntary and confidential. EAP staff are available twenty-four (24) hours a day, seven (7) days a week for crisis calls, counseling and referrals.

Section 12. Colorado Heart, Cancer, And Behavioral Health Benefits Trust.

The City shall pay the annual contribution for coverage for all members under applicable provisions of Colorado law, including the *Voluntary Firefighter Cancer Benefits Program* (C.R.S. § 29-5-401, *et seq.*) and the *Firefighter Heart and Circulatory Malfunction Benefits* (C.R.S., § 29-5-301, *et seq.*). Benefits under the *Firefighter Behavioral Health Benefits Program* (C.R.S. §29-5-501, *et seq.*) are automatically covered by the Trust per the statute.

Section 13. Mental Health Benefits.

The City will provide employees with up to six hundred dollars (\$600) worth of City-sponsored mental health services or comparable benefits annually. Employees will not be reimbursed for non-City-sponsored mental health services.

Section 14. Employer Contribution to Deferred Retirement Option Plan (“DROP”).

After an employee has elected to enter the DROP with the Fire and Police Pension Association of Colorado (“FPPA”) and up to the employee's time of termination of employment (which shall be no later than the fifth anniversary of the DROP entry date), the City will contribute to the employee's FPPA account (not the employee’s 457 plan) at the required contribution rate as if the employee had not entered the DROP. All contributions into an employee’s FPPA account are subject to IRS annual contribution limits.

Section 15. Tuition Reimbursement. Employees are eligible to receive tuition reimbursement in accordance with the Employer’s Funding for Tuition Reimbursement Program. Employees are eligible for a maximum of \$4,000 in tuition assistance per calendar year.

Section 16. Statewide Death & Disability Plan (SWDD). The Employer will pay the full premium for eligible employees’ participation in the FPPA Statewide Death & Disability Plan (SWDD).

Section 17. Retiree Health Subsidy. Any employee who retires as a sworn Westminster Fire Department employee, with previous full-time (paid), sworn fire

employment experience with another agency and/or military service, will be granted up to a maximum of five (5) years of service credit that will apply toward the total requirement of 80 or more to participate in the retiree health subsidy program.

ARTICLE VII
PROMOTION PROCESS

The Union and Fire Administration will jointly establish and maintain a clear and transparent promotional process. Promotional processes for the following positions will be held annually:

Fire Lieutenant – Safety and Medical Officer (SAM), Field Training Officer (FTO),
Company Officer
Engineer
Captain

Testing process dates (including contingency testing dates) will be published no later than December 1st of the calendar year before and no less than 90 days in advance of the process. Processes will be held regardless of anticipated vacancies unless the parties mutually agree to cancel. Modification of promotional process dates or the number of days required to conduct the process may be needed due to unforeseen circumstances such as inclement weather or other events. An eligibility roster shall be established and shall be valid for one (1) year, unless otherwise mutually agreed upon.

The start date of an eligibility list will begin after the conclusion of the testing components, with exception of the Fire Chief interview, and after the expiration of any existing list. For processes without a Fire Chief interview, a final ranking will be set for all members who achieved the required minimum score during the promotional process. For processes with a Fire Chief interview, those achieving the required minimum score will be listed in order of their scoring in the process. When a vacancy is anticipated, a Fire Chief interview will be scheduled with the top group of three (3) on the list. The Fire Chief and other selected panelists will conduct the interview, with the Fire Chief exercising his or her discretion on which candidate will be promoted. In the event there are multiple vacancies, an additional candidate will be added to the Fire Chief interview process for each additional vacancy. For example, if there are two vacancies, a Fire Chief interview will be scheduled with the top group of four (4) on the list. If there are three (3) vacancies, a Fire Chief interview will be scheduled with the top group of five (5) on the list. Those that are not promoted will retain their original position on the list. This process will continue until all vacancies are filled unless the Fire Chief decides not to make any additional promotions. The Fire Chief has the authority to not promote a candidate when the organizational impacts due

to circumstances surrounding the candidate or appointment, when taken in their totality, would not be in the organization's or public's interest.

If a Fire Chief interview will be included in the process, it will be noted at the time of application posting. The Fire Chief interview will not be scored or weighted. The decision to hold a Fire Chief's interview is at the Fire Chief's discretion. A minimum required score will be established for each component of a promotional process, with the exception of the Fire Chief interview. Candidates must meet the required minimum score for each component to proceed in the process. If a candidate does not meet the minimum required score for any component, they will be disqualified from the promotional process.

Application Period and Requirements: In compliance with applicable laws, fire department promotional opportunities will be made available to all City of Westminster employees. The application period for promotional processes up to and including the rank of Fire Captain will be a **minimum of two (2) weeks**. Applicants are expected to fully complete the application and provide all required documents. Applicants who do not complete the application or provide the required documents may be disqualified from the promotional process. For promotional processes up to and including the rank of Fire Captain, a cover letter and resume are not required to apply.

Eligibility for Promotion: Westminster Fire Department employees are ineligible for promotion during their first year of employment.

The promotion process does not apply to temporary, provisional, acting, or interim appointments.

ARTICLE VIII

WAGES

Section 1. Wages. Effective January 13, 2025, the base wage for employees covered by this Agreement shall be in accordance with the salary schedule which is attached as Exhibit A. Effective January 12, 2026, the base wage for employees covered by this Agreement shall be in accordance with the salary schedule which is attached as Exhibit B.

Section 2. Wage Differential. The salary schedules reflect a wage differential between positions as follows:

<u>Rank/Position</u>	<u>Salary Percentage</u>
F2/Trainee – Grade 1	70% of base salary
F2 – Grade 2	75% of base salary
F2 – Grade 3	85% of base salary
F2 – Grade 4	100% of base salary (all percentages based off this position/rank)
Engineer	110% of base salary
Paramedic	112% of base salary
Lieutenant	121% of base salary
LT - SAM Officer	127% of base salary
Captain	134% of base salary

Section 3. Acting and Provisional Pay.

a. Acting Assignment (Fire). A short-term assignment, anticipated to be less than six (6) months in duration, where an employee fulfills the duties and responsibilities of a rank or position above the rank or position which he/she holds. When placed in an acting assignment, the employee shall be compensated at ten percent (10%) above the employee's regular rate of pay for the period of time that such employee continues to fill said higher rank or position.

b. Provisional Assignment. A longer-term assignment, anticipated to be greater than six (6) months in duration, where an employee fulfills the duties and responsibilities of a rank or position above the rank or position which he/she holds. When

placed in a provisional assignment, the employee shall be compensated at the pay grade of the higher rank or position that he/she is filling for the period of time that such employee continues to fill said higher rank or position. Pension contributions for employees in a provisional assignment will be made in accordance with FPPA rules and regulations.

Section 4. Paramedic Field Instructor Differential.

a. Differential. Paramedics assigned as Field Instructors shall receive a stipend of \$2.00 per work hour when completing qualifying work. Such qualifying work includes Paramedic Student Field Evaluation and other related duties, as assigned by the Fire Chief or designee. Field Instruction qualification and implementation is contingent on completion of a Department-approved process, subject to iterative change and development dependent on Organization needs. Assignment of Paramedic Field Instructor duties and qualifying tasks is at the Fire Chief's or designee's discretion.

b. Field Instruction Program Integrity. Paramedics assigned as Field Instructors fulfilling roles associated with Paramedic students or EMTs or Paramedics involved in qualification or remediation processes shall make reasonable attempts to complete said processes in this role in order to preserve consistency and continuity of instruction and mentorship. Such commitments may preclude other temporary opportunities such as acting out of class assignments which would interrupt the Field Instruction process. Opportunities for provisional assignment, promotion, special teams deployments, and leave utilization shall remain unaffected.

ARTICLE IX

DISPUTE RESOLUTION/GRIEVANCE PROCEDURE

Section 1. Definition. A “grievance” is defined as a dispute or difference of opinion raised by an employee or Local 2889 concerning the interpretation or application of the express provisions of this Agreement. A grievance shall not include a claim relating to a matter that is a management right pursuant to Article IV of this Agreement; the subject of disciplinary action, which shall be handled exclusively through the City Grievance and Appeal Procedure, contained in the Personnel Policies and Rules; or a claim of discrimination, harassment, failure to accommodate, or retaliation, which shall be reported, investigated, and resolved in accordance with the procedures established by the Employer for such matters.

Any grievance must be in writing on the designated grievance form and must contain each of the following items:

- A description of the event(s) giving rise to the contract dispute, including (1) the date(s) the event(s) occurred; (2) how, when, and where the event(s) arose; and (3) the parties and individuals involved;
- The section(s) of the Collective Bargaining Agreement allegedly misapplied or misinterpreted;
- The remedy sought by the aggrieved employee(s);
- The signature of the aggrieved employee(s); and
- The date of the grievance.

A grievance that fails to comply with the requirements detailed above shall be defective, and shall be deemed untimely, unless an amended grievance, correcting all defects, is submitted before the expiration of the ten (10) calendar day filing deadline established in Step Two, below.

Section 2. Grievance Procedure. Grievances will be processed in the following manner:

Step One: UNION STEP. An aggrieved employee(s) shall submit the grievance in writing to the Union President or his/her designee in accordance with the conditions set forth in Section 1 of this Article. To be timely, the

grievance must be presented no later than twenty-one (21) calendar days from the first date of the occurrence of the matter giving rise to the grievance or twenty-one (21) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The Union shall review the grievance and accept or reject the dispute according to its merit or justification under the terms of this Agreement. The Union shall have complete discretion at any time during the grievance process to decline to proceed with the grievance if, in its judgment, the grievance lacks merit, or has been satisfactorily adjusted, settled, or otherwise resolved.

Step Two: **FIRE CHIEF/HR STEP.** If the grievance is not resolved at Step One, the written grievance shall be presented by the Union, to the Fire Chief or his/her designee and Human Resources Director or his/her designee, no later than ten (10) calendar days after receipt of the grievance in Step One. The Fire Chief/Human Resources Director, or designees, may meet with the employee, and if the employee so requests, a Local 2889 representative, in an effort to resolve the grievance within ten (10) calendar days after the Fire Chief/Human Resources Director, or designees, receives the grievance. The Fire Chief/Human Resources Director, or designees, shall reply to the grievance within ten (10) calendar days after the date of the meeting, or, if there is no meeting, within ten (10) calendar days after the written grievance was received by the Fire Chief/Human Resources Director, or designees.

Step Three: **CITY MANAGER STEP.** If the grievance is not settled at Step Two, the written grievance shall be presented by Local 2889 to the City Manager, or his/her authorized designee, no later than ten (10) calendar days after receipt of the Fire Chief/Human Resources Director, or designees', answer in Step Two, or within ten (10) calendar days of the time when such answer would have been due. The grievance shall specifically state the basis upon which the Union

believes the grievance was improperly denied at the previous step in the grievance procedure. The City Manager, or designee, shall make such investigation of the facts and circumstances as the City Manager, or designee, deems necessary, and may meet with the employee(s) and a Local 2889 representative. The City Manager, or designee, shall reply to the grievance within ten (10) calendar days after the date of the meeting, or, if there is no meeting, within fourteen (14) calendar days after the written grievance was received by the City Manager, or designee.

Step Four: **BINDING ARBITRATION STEP.** If the grievance remains unresolved and Local 2889 wishes to appeal the grievance from Step Three, Local 2889 may refer the grievance to arbitration, with written notice to the Employer, within fourteen (14) calendar days after receipt of the reply of the City Manager, or the City Manager's designee, or within fourteen (14) calendar days of the time when such answer would have been due.

Section 3. Arbitration. The parties will attempt to agree upon an arbitrator within fourteen (14) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within fourteen (14) calendar days, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators, all whom shall be from the National Academy of Arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Employer and Local 2889 shall have the right to alternatively strike names from the panel with the party requesting arbitration striking the first two (2) names. The person remaining shall be the arbitrator. The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of the Employer and Local 2889 representatives. The Employer and Local 2889 have the right to request the arbitrator to require the presence of witnesses and/or documents. The Employer and Local 2889 retain the right to employ legal counsel.

Section 4. Authority of the Arbitrator. The arbitrator shall have no authority or jurisdiction to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provision(s) of the Agreement. The arbitrator shall be empowered to issue a decision concerning only the issue raised by the grievance as submitted in writing at Step 2. The arbitrator shall have no authority or jurisdiction to render a decision on any issue not so submitted or raised. The arbitrator shall be without power to render a decision which is in any way contrary to or inconsistent with applicable laws, municipal ordinance, City Charter provisions, or City rules and regulations that have the force and effect of law. If the decision or award of the arbitrator is rendered within the limitation of this Section, it shall be binding upon the Employer, Local 2889, the grievant and the employees covered by this Agreement.

The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of the briefs by the parties, whichever is later. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.

Section 5. Expenses of Arbitration. The fees and expenses of the arbitrator and the cost of a written transcript shall be divided equally between the Employer and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 6. Time Limits. No grievance shall be entertained or processed unless it is submitted at Step One within twenty-one (21) calendar days after the first occurrence of the event giving rise to the grievance or within twenty-one (21) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. If a grievance is not presented or appealed within the time limits set forth above, it shall be considered "waived" and may not be further pursued by the employee or the Union. If a grievance is not appealed to the next step within the specific time limit or any mutually agreed extension in writing, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may

elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. If mutually agreed upon in writing, the parties may waive one or more steps in the grievance procedure.

ARTICLE X
COMMITTEES

Section 1. Labor Management Committee. At the request of either party, the Union and the Employer shall meet, at a minimum, quarterly at a mutually agreed to date and time; unless otherwise mutually agreed to, to discuss matters of mutual concern that do not involve negotiations or active grievances. The seven (7) Union E-Board members may attend (up to three (3) on duty) and shall be paid for such meeting attendance. Union E-Board members on shift shall receive their regular pay for such attendance. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least five (5) business days prior to the date of the meeting. The other party within two (2) business days thereafter may notify the party requesting the meeting of any items to be added to the agenda. The Labor Management Committee is intended to improve communications and shall be advisory only.

Section 2. Joint Safety Committee.

a. A Joint Safety Committee has been created as a collaboration between the City and the Union. It has been mutually and contractually agreed upon to establish a committee to address safety concerns and issues specific to Westminster's Firefighters and to create a regular forum for these concerns to be addressed in a transparent and accountable way. The product of this committee is the evaluation and categorization of these concerns and to serve in an advisory role to stakeholder groups including but not limited to Fire Administration, Fire Training, Local 2889 and the City of Westminster and any of its components. The Joint Safety Committee functions within the framework contained within WFD SOG OPS-2.20.

b. **Membership.** The Joint Safety Committee will derive its members based on positions within both the WFD and Local 2889. The Employer may select up to three (3) members and the Union may select up to six (6) members, which shall include:

- SAM Officers (up to 3)
- IAFF Local 2889 President
- IAFF Local 2889 Vice President of Member Wellness and Safety
- Local 2889 Member at Large

Section 3. Employee Behavioral Health Task Force.

a. The parties agree that Fire Department employee behavioral health is a serious and mutual concern, and the Behavioral Health Task Force was created to explore resources and support employee behavioral health and address these issues in a regular and formalized fashion. The Behavioral Health Task Force meets to discuss current practices and explore modalities and resources for employees.

b. **Membership.** The Behavioral Health Task Force is comprised of the following members:

Local 2889 Vice President of Member Health and Wellness

Peer Support Team Leads (up to three (3))

Up to three (3 members appointed by the Fire Chief or designee)

Immediate Local 2889 vacancies shall be temporarily filled by appointment by the Union Vice President of Member Health and Wellness and be addressed at the next regular Union meeting.

Section 4. Personal Protective Equipment (PPE) Committee.

a. The purpose of the Personal Protective Equipment Committee is to provide a communication channel for members to deliver input gathered from Fire Department employees to Fire Administration regarding personal protective equipment (PPE). The primary goal of this committee is to collaborate with department leadership in an effort to ensure a safe and effective working environment.

b. **Membership.** The PPE Committee shall be comprised of up to two (2) members selected by the Fire Chief or designee and up to five (5) members selected by the Union. Any member of the department is welcome and encouraged to attend meetings, without pay.

Section 5. Cancer Prevention Committee.

a. The Cancer Prevention Committee operates under the umbrella of the WFD Health, Wellness and Fitness program. The focus of the committee is proactive cancer awareness and prevention through research, education, detection, and member support.

b. Membership. The Cancer Prevention Committee consists of members from multiple ranks and Fire Administration. The Committee shall be limited to a maximum of seven (7) members and shall include up to two (2) members selected by the Fire Chief or designee and up to five (5) members selected by the Union.

Immediate Local 2889 vacancies shall be temporarily filled by appointment by the Union Vice President of Member Health and Wellness and be addressed at the next regular Union meeting.

Section 6. Other Committees. The Union and Fire Administration will continue to participate in committees as provided in the City Ordinance, 1-34-2, "Items Related to Personal Safety."

ARTICLE XI

NO STRIKE

Section 1. No Strike. In order for the City to discharge its Charter obligations to provide fire protection functions and protect the health, welfare, and safety of its citizens, it is essential that City services continue at all times without disruption. Acceptance of public employment carries with it an obligation and responsibility to act affirmatively at all times to ensure the continuation and promotion of the public's health, safety, and welfare. Accordingly, all employees and the Union are hereby prohibited from engaging in strikes, work stoppages, slowdowns, concerted disruptions or mass absenteeism.

Section 2. Penalty. Any person who violates this prohibition shall be subject to any of the following without limitation: reprimand; suspension or discharge. In the case of violation of this prohibition by the Union, the following penalties shall apply: withdrawal of recognition, cancellation of any Collective Bargaining Agreement with said Union, injunctive relief, suit for damages, and any other reasonable penalty or remedy, including attorneys' fees and costs in any such suit.

ARTICLE XII
MISCELLANEOUS PROVISIONS

Section 1. Ratification and Amendment. Pursuant to the Ordinance, Section 1-34-8(A and B), this Agreement shall become effective January 13, 2025, as ratified by the Union and the City Council and signed by authorized representatives thereof, and may be amended or modified during its term only with the mutual written consent of both parties.

ARTICLE XIII
ENTIRE AGREEMENT

This Agreement constitutes the complete and entire Agreement between the parties and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with express terms of this Agreement. Unless otherwise agreed upon, the Union shall be informed prior to any substantive changes to department day to day past practices. Any Union concerns regarding changes to department day to day past practices shall be brought to the Labor Management Committee but are not subject to the grievance procedure.

The City and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the City's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. In so agreeing, the parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

The City is staunchly committed to fulfilling all of its financial obligations to the Employees for the entirety of this Agreement. Notwithstanding the above or any other provision in this Agreement, in accordance with Article X, Section 20 (TABOR) of the Colorado Constitution, nothing in this Agreement shall constitute a multiple fiscal year obligation, and any fiscal obligation of the Employer is subject to its City Council's annual appropriation of funds. Any failure of the City Council to annually appropriate adequate monies to provide for the Employer's fiscal obligations shall terminate any such obligation at such time as the then-existing appropriations are depleted. The City Manager shall immediately notify Local 2889 in writing, if during the course of the Employer's annual budget preparation the City Manager reasonably believes the Employer will be unable to appropriate adequate monies to meet the Agreement's fiscal obligations. Concurrent with

such notice, the Employer shall also enter into good faith negotiations with Local 2889 regarding measures to address the potential impact of non-appropriation.

ARTICLE XIV
SAVINGS CLAUSE

In the event any article, section or portion of this Agreement shall be held invalid and unenforceable by any board, agency or court of competent jurisdiction, such decision shall apply only to the specific article, section or portion thereof specifically specified in the board, court or agency decision; and upon issuance of such a decision, the City and the Union agree to notify one another and to begin immediately negotiations on a substitute for the invalidated article, section or portion thereof.

ARTICLE XV
TERMINATION

This Agreement shall be effective at midnight on January 13, 2025, and shall terminate at 11:59 p.m. on January 10, 2027. The Union shall notify the City in writing, pursuant to the Ordinance, Section 1-34-7(B), no later than April 1st of the year before the contract period which will be the subject of collective bargaining (notice date April 1, 2026), that it desires to negotiate a successor agreement. In the event that such notice is given, negotiations will begin no later than April 1st immediately following the notice. In the event that agreement on the terms of the successor agreement is not reached, the parties' respective rights are set forth in the Ordinance.

Executed this ___ day of _____, 2024, after ratification first by the Union membership and receipt of official approval by the Mayor and City Council.

CITY OF WESTMINSTER

**WESTMINSTER PROFESSIONAL
FIREFIGHTERS, IAFF, LOCAL 2889**

Mayor, City of Westminster

Attest: _____
City Clerk

This fourth Collective Bargaining Agreement represents the continued efforts of the City of Westminster and IAFF Local 2889 to promote our common interests. Its adoption serves as an example of what can be achieved through communication, trust and integrity. In a group sharing these characteristics few obstacles can't be overcome. A special thanks to this team, who were integral in the process:

Erik Birk

Lisa Chrisman

Chad Christian

Davy Godfrey

Corbin Gray

Jeromy Hill

Scott Maddux

Lara Myers

August Rasche

Ron Taylor

Scott Wilmes

EXHIBIT A

January 13, 2025: Non – Shift Pay Plan

Non-Shift					
Title	Grade	Step	Hourly Rate	Annual Salary	% of F2-4
Fire Trainee	FT1	1	\$ 36.24	\$75,379.20	70%
Firefighter I	F2	1	\$ 36.24	\$75,379.20	70%
Firefighter II		2	\$ 38.83	\$80,766.40	75%
Firefighter III		3	\$ 44.00	\$91,520.00	85%
Firefighter IV		4	\$ 51.77	\$107,681.60	100%
Fire Engineer	F3	1	\$ 56.95	\$118,456.00	110%
Fire Paramedic	F3P	1	\$ 57.98	\$120,598.40	112%
Fire Lieutenant	F4	1	\$ 62.64	\$130,291.20	121%
Fire Lieutenant - Safety and Medical Officer	F4S	1	\$ 65.75	\$136,760.00	127%
Fire Captain	F5	1	\$ 69.37	\$144,289.60	134%

January 13, 2025: Shift Pay Plan

Shift					
Title	Grade	Step	Hourly Rate	Annual Salary	% of FS2-4
Firefighter I	FS2	1	\$ 25.88	\$75,362.56	70%
Firefighter II		2	\$ 27.73	\$80,749.76	75%
Firefighter III		3	\$ 31.42	\$91,495.04	85%
Firefighter IV		4	\$ 36.97	\$107,656.64	100%
Fire Engineer	FS3	1	\$ 40.67	\$118,431.04	110%
Fire Paramedic	FS3P	1	\$ 41.41	\$120,585.92	112%
Fire Lieutenant	FS4	1	\$ 44.73	\$130,253.76	121%
Fire Lieutenant - Safety and Medical Officer	FS4S	1	\$ 46.95	\$136,718.40	127%
Fire Captain	FS5	1	\$ 49.54	\$144,260.48	134%

EXHIBIT B

January 12, 2026: Non – Shift Pay Plan

Non-Shift					
Title	Grade	Step	Hourly Rate	Annual Salary	% of F2-4
Fire Trainee	FT1	1	\$ 37.60	\$78,208.00	70%
Firefighter I	F2	1	\$ 37.60	\$78,208.00	70%
Firefighter II		2	\$ 40.28	\$83,782.40	75%
Firefighter III		3	\$ 45.65	\$94,952.00	85%
Firefighter IV		4	\$ 53.71	\$111,716.80	100%
Fire Engineer	F3	1	\$ 59.08	\$122,886.40	110%
Fire Paramedic	F3P	1	\$ 60.16	\$125,132.80	112%
Fire Lieutenant	F4	1	\$ 64.99	\$135,179.20	121%
Fire Lieutenant - Safety and Medical Officer	F4S	1	\$ 68.21	\$141,876.80	127%
Fire Captain	F5	1	\$ 71.97	\$149,697.60	134%

January 12, 2026: Shift Pay Plan

Shift					
Title	Grade	Step	Hourly Rate	Annual Salary	% of FS2-4
Firefighter I	FS2	1	\$ 26.85	\$78,187.20	70%
Firefighter II		2	\$ 28.77	\$83,778.24	75%
Firefighter III		3	\$ 32.61	\$94,960.32	85%
Firefighter IV		4	\$ 38.36	\$111,704.32	100%
Fire Engineer	FS3	1	\$ 42.20	\$122,886.40	110%
Fire Paramedic	FS3P	1	\$ 42.96	\$125,099.52	112%
Fire Lieutenant	FS4	1	\$ 46.42	\$135,175.04	121%
Fire Lieutenant - Safety and Medical Officer	FS4S	1	\$ 48.72	\$141,872.64	127%
Fire Captain	FS5	1	\$ 51.40	\$149,676.80	134%

SIDE LETTER ON PERFORMANCE MANAGEMENT AND DISCIPLINE

Performance Improvement Program. The Employer and Union are committed to a program designed to solve the types of problems that have a detrimental effect on Fire Department operations, safety, honesty, and morale. Performance improvement programs minimize the use of punishment to correct performance problems. The intent of a performance improvement program is to resolve the problem informally without having to resort to formal disciplinary measures. The focus is on communicating an expectation of change and improvement with a goal to prevent, limit, and minimize incidents that lead to disciplinary problems.

Employee Discipline. Formal discipline includes any disciplinary measures from letter of reprimand to termination. Non-probationary employees shall only be disciplined or terminated for cause, as provided in the City Personnel Policies and Rules. Grievances and concerns regarding employee discipline shall be handled exclusively through the City Grievance and Appeal procedure, contained in the Personnel Policies and Rules.

SIDE LETTER ON STUDYING FLSA CYCLE

The City and the Union agree to explore changes to the current 24-day FLSA schedule to address concerns regarding the delay in the payment of overtime.