

**MEMORANDUM OF UNDERSTANDING TO AMEND THE COLLECTIVE
BARGAINING AGREEMENT EFFECTIVE JANUARY 1, 2009**

This **MEMORANDUM OF UNDERSTANDING** (“MOU”) is made and entered into by the Greeley Fire Fighters Union – Local 888 (“Local 888”) and the Union Colony Fire Rescue Authority (“the Authority”).

WHEREAS, Local 888 and the Authority entered into a Collective Bargaining Agreement effective January 1, 2009 through December 31, 2011 (“the Agreement”), which was ratified by the members of Local 888 and approved by the Authority; and

WHEREAS, Local 888 and the Authority entered into a Memorandum of Understanding on August 17, 2009 (“the August 17, 2009 MOU”) which superseded and replaced certain terms of the Agreement;

WHEREAS, Local 888 and the Authority now wish to amend additional terms set forth in the Agreement and therefore have agreed to enter into this Memorandum of Understanding (“the April 15, 2010 MOU”);

WHEREAS, Local 888 and the Authority agree that the amended terms set forth below are intended to supersede and replace the terms set forth in the Agreement for the period January 1, 2009 – December 31, 2011 and the August 17, 2009 MOU.

WHEREAS, Local 888 and the Authority agree that the terms agreed to in this December, 2009 MOU are implemented on a trial basis and either party may decide not to continue the 48/96 shift schedule beyond March 16, 2011. In the event that either or both parties desire not to continue the shift schedule, this MOU will terminate and the provisions of the Collective Bargaining Agreement for the period January 1, 2009 – December 31, 2011 and the August 17, 2009 MOU will be effective.

WHEREAS, on or before December 31, 2010 Local 888 agrees to inform the Authority of the results of the vote of its membership on this issue.

NOW, THEREFORE, the parties hereto do **STIPULATE AND AGREE** as follows:

1. **ARTICLE XI; WORK HOURS; SECTION 1** of the Agreement is amended to read as follows:

SECTION 1. The twenty-four (24) hour Fire Fighters shall continue to work in the three platoon, twenty-four hour shift. Fire Fighters assigned to a 28-day work cycle shall work nine or ten 24-hour shifts or a total of 216 or 240 hours per cycle. A shift will be considered 24 hours. A rotation shall be two consecutive shifts equaling 48-hours on duty, followed by four consecutive shifts equaling 96 hours off-duty.

2. **ARTICLE XII; LEAVES; B. VACATION; SECTION 3** of the Agreement is amended to read as follows:

SECTION 3. Shift personnel may carry no more than 14 shifts (336 hours) from one year to the next. Day personnel may carry no more than 240 hours of vacation leave from one year to the next. Vacation balances will be reduced to 336 hours for shift personnel each year on the last day of work period end date closest to January 1. Vacation balances will be reduced to 240 hours for day personnel each year on the last pay period end date before the year end.

The last day of the 28-day work period will be:
December 22, 2010
December 21, 2011

The last day of the pay period for day personnel will be:
December 23rd, 2009
December 22nd, 2010
December 21st, 2011

3. **ARTICLE XII LEAVES; A. LEAVE ADMINISTRATION; C. HOLIDAYS;** SECTION 4 of the Agreement is amended to read as follows:

SECTION 4. Firefighters can not carry over unused holiday leave from one year to the next. Holiday leave balances will be forfeited for shift personnel each year on the last day of the work period end date closest to January 1st. Holiday balances will be forfeited for day personnel each year effective the last pay period end date before the year end.

The last day of the 28-day work period will be:
December 22, 2010
December 21, 2011

The last day of the pay period for day personnel will be:
December 23rd, 2009
December 22nd, 2010
December 21st, 2011

4. **ARTICLE XII LEAVES; A. LEAVE ADMINISTRATION; K. EMERGENCY LEAVE;** of the Agreement is amended to read as follows:

The Fire Chief or the Chief's designee may grant up to forty (40) hours for day personnel and up to four (4) shifts for shift personnel for unforeseen emergency reasons which are beyond the employee's control to pre-plan. Such leave will be charged to vacation, holiday or compensatory leave accruals.

5. **ARTICLE XII LEAVES; A. LEAVE ADMINISTRATION; L. BEREAVEMENT LEAVE;** SECTION 3; of the Agreement is amended to read as follows:

SECTION 3. The Fire Chief may approve an additional two calendar days if the

firefighter needs more than four consecutive calendar days off or the firefighter may use other accrued leave or leave without pay, subject to the Fire Chief's approval.

6. **ARTICAL XIII, SECTION A. of the MEMORANDUM OF UNDERSTANDING TO AMEND THE COLLECTIVE BARGAINING AGREEMENT EFFECTIVE JANUARY1, 2009** that was put into affect August 17, 2009 is amended to read as follows:

A. SALARY

Fire Fighters covered by this Agreement shall be paid in accordance with the position classifications set forth below except that in 2010 the pay rate for Fire Fighters will remain the same as in effect on December 27, 2009 (for shift personnel) and December 23, 2009 (for day personnel) with the Fire Fighter's step to be adjusted on the Fire Fighter's calendar year 2010 twelve (12) month anniversary date without a change in rate of pay. Effective December 23, 2010 for shift personnel (January 6, 2011 for day personnel), all Fire Fighters will receive the step increase to which they were entitled in 2010 under the Collective Bargaining Agreement before it was amended by this MOU per the schedule below. Fire Fighters shall also receive step increases provided by this Agreement in 2011.

**2009 SALARY CHART Effective: For Shift Personnel: December 15, 2008
Effective: For Day Personnel: December 25, 2008**

TITLE	ANNUAL SALARY	24 HOUR PAY RATE	DAY SHIFT PAY RATE	EXEMPT PAY RATE	EMT-I 1 3%	EMT-I 2 3.5%	EMT-I 3 4%	Paramedic
RECRUIT FIREFIGHTER	\$ 43,958	\$ 15.05			\$ 15.75	\$ 15.87	\$ 15.98	\$ 16.45
APPRENTICE FIREFIGHTER I	\$ 47,006	\$ 16.10			\$ 16.80	\$ 16.91	\$ 17.03	\$ 17.49
APPRENTICE FIREFIGHTER II	\$ 50,257	\$ 17.21			\$ 17.91	\$ 18.03	\$ 18.14	\$ 18.61
JOURNEY FIREFIGHTER I	\$ 53,819	\$ 18.43			\$ 19.13	\$ 19.25	\$ 19.36	\$ 19.83
JOURNEY FIREFIGHTER II	\$ 57,584	\$ 19.72			\$ 20.42	\$ 20.53	\$ 20.65	\$ 21.12
MASTER FIREFIGHTER	\$ 61,624	\$ 21.10			\$ 21.80	\$ 21.92	\$ 22.03	\$ 23.20
FIRE ENGINEER (MIN)	\$ 64,704	\$ 22.16			\$ 22.86	\$ 22.97	\$ 23.09	\$ 23.55
FIRE ENGINEER (MAX)	\$ 67,923	\$ 23.26			\$ 23.96	\$ 24.08	\$ 24.19	\$ 25.35
STAFF SPECIALIST	\$ 72,015		\$ 34.62					
FIRE LIEUTENANT (MIN)	\$ 71,347	\$ 24.43			\$ 25.13	\$ 25.25	\$ 25.36	\$ 25.83
FIRE LIEUTENANT (MAX)	\$ 75,216	\$ 25.76			\$ 26.46	\$ 26.57	\$ 26.69	\$ 27.85
FIRE LIEUTENANT SPECIALIST	\$ 79,770		\$ 38.35					
FIRE CAPTAIN (MIN)	\$ 83,916			\$ 3,228				
FIRE CAPTAIN (MAX)	\$ 88,951			\$ 3,421				
FIRE CAPTAIN SPECIALIST	\$ 94,294			\$ 3,627				

2010 SALARY CHART Effective: For Shift Personnel: December 28, 2009
Effective: For Day Personnel: December 24, 2009

TITLE	ANNUAL SALARY	24 HOUR PAY RATE	DAY SHIFT PAY RATE	EXEMPT PAY RATE	EMT-I 1 3%	EMT-I 2 3.5%	EMT-I 3 4%	Paramedic
RECRUIT FIREFIGHTER	\$ 43,958	\$ 15.05			\$ 15.75	\$ 15.87	\$ 15.98	\$ 16.45
APPRENTICE FIREFIGHTER I	\$ 47,006	\$ 16.10			\$ 16.80	\$ 16.91	\$ 17.03	\$ 17.49
APPRENTICE FIREFIGHTER II	\$ 50,257	\$ 17.21			\$ 17.91	\$ 18.03	\$ 18.14	\$ 18.61
JOURNEY FIREFIGHTER I	\$ 53,819	\$ 18.43			\$ 19.13	\$ 19.25	\$ 19.36	\$ 19.83
JOURNEY FIREFIGHTER II	\$ 57,584	\$ 19.72			\$ 20.42	\$ 20.53	\$ 20.65	\$ 21.12
MASTER FIREFIGHTER	\$ 61,624	\$ 21.10			\$ 21.80	\$ 21.92	\$ 22.03	\$ 23.20
FIRE ENGINEER (MIN)	\$ 64,704	\$ 22.16			\$ 22.86	\$ 22.97	\$ 23.09	\$ 23.55
FIRE ENGINEER (MAX)	\$ 67,923	\$ 23.26			\$ 23.96	\$ 24.08	\$ 24.19	\$ 25.35
STAFF SPECIALIST	\$ 72,015		\$ 34.62					
FIRE LIEUTENANT (MIN)	\$ 71,347	\$ 24.43			\$ 25.13	\$ 25.25	\$ 25.36	\$ 25.83
FIRE LIEUTENANT (MAX)	\$ 75,216	\$ 25.76			\$ 26.46	\$ 26.57	\$ 26.69	\$ 27.85
FIRE LIEUTENANT SPECIALIST	\$ 79,770		\$ 38.35					
FIRE CAPTAIN (MIN)	\$ 83,916			\$ 3,228				
FIRE CAPTAIN (MAX)	\$ 88,951			\$ 3,421				
FIRE CAPTAIN SPECIALIST	\$ 94,294			\$ 3,627				

2011 SALARY CHART Effective: For Shift Personnel: December 23, 2010
Effective: For Day Personnel: January 6, 2011

TITLE	ANNUAL SALARY	24 HOUR PAY RATE	DAY SHIFT PAY RATE	EXEMPT PAY RATE	EMT-I 1 3%	EMT-I 2 3.5%	EMT-I 3 4%	Paramedic
RECRUIT FIREFIGHTER	\$ 45,716	\$ 15.66			\$ 16.38	\$ 16.50	\$ 16.62	\$ 17.11
APPRENTICE FIREFIGHTER I	\$ 48,886	\$ 16.74			\$ 17.47	\$ 17.59	\$ 17.71	\$ 18.19
APPRENTICE FIREFIGHTER II	\$ 52,267	\$ 17.90			\$ 18.63	\$ 18.75	\$ 18.87	\$ 19.35
JOURNEY FIREFIGHTER I	\$ 55,972	\$ 19.17			\$ 19.89	\$ 20.02	\$ 20.14	\$ 20.62
JOURNEY FIREFIGHTER II	\$ 59,887	\$ 20.51			\$ 21.24	\$ 21.36	\$ 21.48	\$ 21.96
MASTER FIREFIGHTER	\$ 64,089	\$ 21.95			\$ 22.67	\$ 22.79	\$ 22.92	\$ 24.13
FIRE ENGINEER (MIN)	\$ 67,292	\$ 23.05			\$ 23.77	\$ 23.89	\$ 24.01	\$ 24.50
FIRE ENGINEER (MAX)	\$ 70,640	\$ 24.19			\$ 24.92	\$ 25.04	\$ 25.16	\$ 26.37
STAFF SPECIALIST	\$ 74,896		\$ 36.01					
FIRE LIEUTENANT (MIN)	\$ 74,201	\$ 25.41			\$ 26.14	\$ 26.26	\$ 26.38	\$ 26.86
FIRE LIEUTENANT (MAX)	\$ 78,225	\$ 26.79			\$ 27.52	\$ 27.64	\$ 27.76	\$ 28.97
FIRE LIEUTENANT SPECIALIST	\$ 82,961		\$ 39.89					
FIRE CAPTAIN (MIN)	\$ 87,273			\$ 3,357				
FIRE CAPTAIN (MAX)	\$ 92,509			\$ 3,558				
FIRE CAPTAIN SPECIALIST	\$ 98,066			\$ 3,772				

EMTI and Paramedic pay levels go into affect as follows:

EMTI-1 when the EMTI starts practicing with UCFRA as an EMTI.

EMTI-2 start of the second year as an EMTI.

EMTI-3 begins at the completion of three years as an EMTI and recertification for EMTI.

Paramedic when the Paramedic starts practicing with UCFRA as a Paramedic.

Fire Engineers returning to 24 hour shifts from Staff Specialist positions shall displace the least senior Engineer (time in grade). The displaced Fire Engineer shall return to Master Firefighter classification and will be placed at the number one position on the most current eligibility list for Fire Engineer. The displaced individual will remain at that position on any subsequent list until promoted.

For Fire Recruit, Fire Fighter, Fire Engineer, and Fire Lieutenant, the rate of pay will be determined by dividing the annual salary by 2,920 hours. For day personnel eligible for overtime the hourly rate of pay will be determined by dividing the annual salary by 2,080 hours. The pay period rate for all Fire Captains will be determined by dividing the annual salary by 26.

All new hire Fire Fighters will serve a probationary period of 12 months in which there is an opportunity for the supervisor to train, observe, and evaluate the employee. Probationary Fire Fighters do not have any appeal rights and may be demoted, laid off or terminated without cause at the discretion of the Authority.

Fire Fighters will be eligible for a step increase every twelve (12) months upon satisfactorily completing all requirements. The time for performance appraisal will be based on the Fire Fighters anniversary date and every effort will be made to pay step increases on the first eligible work period following the Firefighters anniversary date.

Fire Engineers, Fire Lieutenants, and Fire Captains will receive the minimum salary for the position upon appointment and will be eligible for an increase to the maximum salary after 12 months of employment in the position and satisfactorily completing all requirements.

The Fire Chief may exercise discretion in delaying the eligibility of an increase due to pending disciplinary review. Depending on the outcome and circumstances, the pay increase may be made retroactive to the eligibility date.

7. The Authority will not layoff Fire Fighters covered by the collective bargaining agreement in calendar years 2009 or 2010. At any point in time, the Authority may make the decision to not fill vacant positions and to reassign, adjust or reduce job classifications or ranks as long as it acts consistent with the Collective Bargaining Agreement.
8. **ARTICLE XIII; WAGES; B. OVERTIME PAY;** SECTION 1 of the Agreement is amended to read as follows:

B. OVERTIME PAY

SECTION 1. For Fire Recruits, Firefighters, Fire Engineers, and Fire Lieutenants who work twenty four-hour shifts, time actually worked over 212 hours in the twenty-eight day cycle will be paid as overtime. Calculation of the regular rate will be based on 2920 hours per year. For Fire Recruits, Firefighters, Fire Engineers and Fire Lieutenants who work days, time actually worked over eighty (80) hours in a work cycle will be paid as overtime. Calculation of the regular rate will be based on 2080 hours per year. Overtime will be calculated at one and one-half times the regular rate. Fire Captains are exempt and not eligible for overtime.

9. **ARTICLE XIII; WAGES; C. COMPENSATORY TIME; SECTION 1** of the Agreement is amended to read as follows:

C. COMPENSATORY TIME

SECTION 1. At the request of the Fire Fighter, compensatory time will be given in lieu of pay when compensable hours exceed 216 during a scheduled 9 shift pay cycle or 240 during a scheduled 10 shift pay cycle. Such compensatory time will only be allowed for pro-rated hours spent in training assignments. If the Fire Fighter has actually worked over 212 hours in the work cycle, such compensatory time will be given at a time and one-half rate for each hour spent in training. If the Fire Fighter has worked less than 212 hours in the work cycle, such compensatory time will be given at a straight time rate for each pro-rated hour spent in training.

10. **ARTICLE XVIII; HEALTH AND WELFARE; E. RETURN TO REGULAR DUTY CERTIFICATION; SECTION 2** of the Agreement is amended to read as follows:

E. RETURN TO REGULAR DUTY CERTIFICATION

SECTION 2.

Prior to returning to regular duty following leave or an alternate duty assignment resulting from the firefighter's off-duty serious health condition requiring leave or alternate duty assignment of more than four consecutive shifts (shift personnel) or more than 40 consecutive hours (day personnel), the firefighter will be required to obtain and present certification from the firefighter's physician stating that the firefighter is able to return to regular duty and perform the essential functions of the position. The certification completed by the firefighter's physician will be on a form approved by the Labor Management Committee. The fitness-for-duty certification will relate only to the particular health condition that resulted in the firefighter's need for leave or alternate duty assignment.

11. Except as amended by this MOU, the Agreement remains unchanged and in full force and affect and is affirmed and ratified in each and every particular.
12. This MOU shall be effective April 15th, 2010 upon ratification by the membership of Local 888 and the approval of the Union Colony Fire Rescue Authority. Signature by the Union President shall be evidence of ratification by the membership of Local 888.

13. In the event that the membership of Local 888 or the Authority decide to return to the Modified Kelly Schedule after the 48/96 trial period ends March 16th, 2011; this MOU will terminate and the Local 888 and the Authority agree to revert back to the original Agreement and August 17, 2009 MOU.

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UNION COLONY FIRE RESCUE AUTHORITY

UNION REPRESENTATIVE:

Fire Chief

President

Approved as to Legal Form:

City Attorney

Authority Board Chairperson

Approved as to Availability of Funds:

Director of Finance