

## MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** (“MOU”) is made and entered into by Denver Firefighters Local 858 (“Local 858”) and the City and County of Denver (“the City”).

**WHEREAS**, Local 858 and the City entered into a Collective Bargaining Agreement effective January 1, 2019 through December 31, 2021 (“the Agreement”), which was ratified by the members of the Local 858 and approved by resolution adopted by the City; and

**WHEREAS**, the Local 858 and the City now desire to amend the Agreement;

**NOW, THEREFORE**, in consideration of the mutual advantages contained herein, and further in consideration of the mutual promises and covenants herein more specifically set forth, the parties hereto do **STIPULATE AND AGREE** as follows:

1. Article VIII, Section 1 of the Agreement is amended to read as follows:

If, in the sole opinion of the Fire Chief or his/her designees, it is necessary to call fire fighters back to work during their normal time off, such recalled fire fighters must report for duty. Failure to report for duty, if personally contacted, shall subject such fire fighter to disciplinary action pursuant to the Charter of the City unless reporting is excused by the Chief or his/her immediate designee.

- (a) A recalled fire fighter of the following ranks or assignments:

Emergency Medical Technician  
Fire Fighter Fourth Grade  
Fire Fighter Third Grade  
Fire Fighter Second Grade  
Fire Fighter First Grade  
Technician  
Engineer  
Fire Systems Technical Specialist  
Mechanic  
Lieutenant  
Captain  
Assistant Chief (Suppression) (Effective January 1, 2021)  
Shift Commander (Suppression) (Effective January 1, 2021)

2. Article VIII, Section 3 of the Agreement is amended to read as follows:

If a fire fighter of the following ranks or assignments:

Emergency Medical Technician  
Fire Fighter Fourth Grade  
Fire Fighter Third Grade  
Fire Fighter Second Grade

Fire Fighter First Grade  
 Technician  
 Engineer  
 Fire Systems Technical Specialist  
 Mechanic  
 Lieutenant  
 Captain  
 Assistant Chief (Suppression) (Effective January 1, 2021)  
 Shift Commander (Suppression) (Effective January 1, 2021)

is required to attend court due to job related matters during hours other than scheduled work hours, such fire fighter shall receive compensation as provided in Section 1 of this Article VIII.

An Assistant Master Mechanic, Assistant Superintendent of Fire Alarm, Master Mechanic, Superintendent of Fire Alarm, or Assistant Chief (Non-Suppression) required to attend court, when such attendance is due to job-related matters, during hours other than scheduled working hours, shall be compensated therefor in cash or in the form of compensatory time off, at the discretion of the Chief, at the rate of their regular rate of compensation, computed on an hourly basis, for a minimum of two (2) hours or for time actually worked, whichever is greater. Such time off shall be taken within one (1) year of the time at which it is earned, provided that the time to be taken off is approved by the Fire Chief or his/her designee in writing.

3. Article XII, Section 1 of the Agreement is amended to read as follows:

(a) **Fire Fighter.** For the duration of this Agreement, the position Fire Fighter First Grade will be paid as follows:

Effective January 1, 2019	\$88,188
Effective January 1, 2020	\$91,054
Effective January 1, 2021	\$93,786

The positions of Fire Fighters 2nd grade through 4th grade, for the duration of this agreement will be paid in accordance with the following schedule:

Fire Fighter 2nd	80% of Fire Fighter 1st
Fire Fighter 3rd	72% of Fire Fighter 1st
Fire Fighter 4th	65% of Fire Fighter 1st

(b) **Engineer.** For the duration of this Agreement, the Engineer will be paid 111% of Fire Fighter First Grade pay.

(c) **Technician.** For the duration of this Agreement, the Technician will be paid 107.5% of Fire Fighter First Grade pay.

(d) **Lieutenant.** For the duration of this Agreement, the rank of Lieutenant will be paid 118% of Fire Fighter First Grade pay.

(e) **Fire Systems Technical Specialist and Mechanic.** For the duration of this Agreement, the positions of Fire Systems Technical Specialist (or “FSTS”) I and Mechanic I will be paid 117% of Fire Fighter First Grade pay. The positions of Fire Systems Technical Specialist and Mechanic Second Grade through Fifth Grade will be paid in accordance with the following schedule:

FSTS II/Mechanic II	95% of FSTS I/Mechanic I
FSTS III/Mechanic III	90% of FSTS I/Mechanic I
FSTS IV/Mechanic IV	85% of FSTS I/Mechanic I
FSTS V/Mechanic V	80% of FSTS I/Mechanic I

Fire Systems Technical Specialists and Mechanics hired after the effective date of this Agreement shall be classified as Fire System Technical Specialist V or Mechanic V and shall progress through the steps annually on their anniversary date.

(f) **Captain.** For the duration of this Agreement, the rank of Captain will be paid 114.5% of Lieutenant pay.

(g) **Assistant Master Mechanic and Assistant Superintendent of Fire Alarm.** For the duration of this Agreement, the ranks of Assistant Master Mechanic and Assistant Superintendent of Fire Alarm will be paid 105% of Captain pay.

(h) **Assistant Chief, Master Mechanic, and Superintendent of Fire Alarm.** For the duration of this Agreement, the ranks of Assistant Chief, Master Mechanic, and Superintendent of Fire Alarm will be paid 115% of Captain pay.

(i) **Engineer - Suppression Specialty Operation.** For the duration of this Agreement, an Engineer assigned to Specialty Operation will be paid 113.5% of Fire Fighter First Grade pay.

(j) **Lieutenant - Suppression Specialty Operation.** For the duration of this Agreement, a Lieutenant assigned to Specialty Operation will be paid 120.5% of Fire Fighter First Grade pay.

(k) **Captain - Suppression Specialty Operation.** For the duration of this Agreement, a Captain assigned to Specialty Operation will be paid 114.5% of Lieutenant pay plus 2.5% of Fire Fighter First Grade pay.

(l) **Shift Commanders.** For the duration of this Agreement, Shift Commanders will be paid 107.5% of Assistant Chief pay.

(m) **Emergency Medical Technician.** For the duration of this Agreement, an Emergency Medical Technician will be paid 50% of Fire Fighter First Grade pay.

4. Article XIII, Section 2 of the Agreement is amended to read as follows:

Fire fighters holding the rank or assignment of Emergency Medical Technician, Fire Fighter Fourth Grade, Fire Fighter Third Grade, Fire Fighter Second Grade,

Fire Fighter First Grade, Technician, Engineer, Lieutenant, Captain, Fire Systems Technical Specialist or Mechanic who are called out under the provisions of Article VIII of this Agreement on any of the above mentioned holidays shall receive their regular rate of pay, for a minimum of three (3) hours in addition to that compensation provided in Article VIII.

5. Article XIV, Section 6 of the Agreement is amended to read as follows:

Vacation selections shall be made by the members of the Fire Department according to seniority in grade or rank within each administrative district and support service. Vacation selections made by Dispatchers shall not be made from the same vacation pick sheets as other members of the bargaining unit and shall in no way limit or restrict other members of the bargaining unit in their vacation selections. The most senior member in the highest grade or rank shall have the opportunity to select his/her vacation first. The least senior member in the lowest grade or rank shall pick last. The City shall open ten (10) days per administrative district in fire suppression per shift more than are required pursuant to this determination. It is understood and agreed that the City has the right to balance staffing by restricting the availability of certain days in any district. The method used for selecting vacations and balancing staffing shall be a single day selection method. The City will use its best efforts to evenly distribute the necessary vacation opportunities per shift, over the entire annual schedule specific to each shift.

Suppression fire fighters 1st, 2nd, 3rd, and 4th grade, engineers and technicians shall be permitted to select a vacation period which is the same as the officer assigned to the same company and platoon with the following exceptions: (1) engineers assigned to Denver International Airport (DIA) ARFF apparatus shall not select a vacation period which is the same as other engineers assigned to the same company on the same platoon; and (2) the policy shall be permitted only as long as the present policy of providing "roving" lieutenants to fill company officers' vacancies created by vacations continues. Should the policy change, the change will be discussed with the Union prior to implementation.

Vacation schedules shall not be changed unless the fire fighter is promoted or granted a requested transfer in which case the City shall exercise its best effort to allow the fire fighter to retain his/her original selection. The transfer of a fire fighter shall not affect the vacation schedule of any other fire fighter. The parties agree that during the term of this agreement, the Union and the authorized representative of the City may, by mutual agreement, change the provisions for vacation picks in this Section 6.

Vacation selection for the rank of Emergency Medical Technician will be a seniority-based selection, and separate from other members of Suppression.

If agreed to by authorized representatives of the Union and the City, an alternative vacation selection method may be used during the term of this Agreement.

6. Article XVII of the Agreement is amended to read as follows:

**Section 5. Emergency Medical Technician.** Emergency Medical Technicians shall work a 40-hour work week, 7 calendar day cycle. A flexible or staggered work schedule averaging forty (40) hours per week and providing for more economical and efficient functioning may be established by the Division Chief with the approval of the Fire Chief or his/her designated representative, provided that such new schedule shall not provide for a work shift in excess of twelve (12) hours and provided further that all Emergency Medical Technicians affected by such change in work schedule shall continue to receive as many gross hours of sick leave, sick leave converted to vacation, and vacation as they would have had, had their schedules not been changed.

If agreed to by the authorized representatives of the Union and the City, an alternative work schedule may be used during the term of this Agreement.

7. Except as amended by the MOU, the Agreement otherwise remains unchanged and in full force and effect and is affirmed and ratified in each and every particular.

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**DENVER FIREFIGHTERS LOCAL 858**

**CITY AND COUNTY OF DENVER**

By: \_\_\_\_\_  
David Foster, President

By: \_\_\_\_\_  
Michael B. Hancock, Mayor

By: \_\_\_\_\_  
Phillip Cordova, Secretary-Treasurer

**ATTEST:**

By: \_\_\_\_\_  
Dan Doyle, Chair  
Bargaining Committee

\_\_\_\_\_  
Paul D. López, Clerk and Recorder

**REGISTERED AND COUNTERSIGNED:**

\_\_\_\_\_  
Brendan Hanlon, Chief Financial Officer

\_\_\_\_\_  
Timothy M. O'Brien, Auditor

**APPROVED AS TO FORM:**

Kristin M. Bronson, City Attorney  
City and County of Denver

**RECOMMENDED AND APPROVED:**

By: \_\_\_\_\_

\_\_\_\_\_  
Murphy Robinson, Executive Director  
Department of Public Safety