

**AGREEMENT  
BETWEEN  
CITY OF AURORA  
AND  
LOCAL 1290  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**

**JANUARY 1, 2009  
THROUGH  
DECEMBER 31, 2010**



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## **PREAMBLE**

This Agreement between the City of Aurora, herein referred to as the "City" and Local 1290, International Association of Fire Fighters, herein referred to as "Local 1290" is designed to promote the improvement of labor relations between the City of Aurora and the uniformed, sworn members of the Fire Department, to protect the public health, safety, and welfare by assuring at all times the orderly and uninterrupted operations and services of City government. It is understood that this Agreement was negotiated in good faith and shall not be violated or abridged in any way by either party.

## **ARTICLE 1 -- RECOGNITION**

Local 1290, having been selected as the representative of the City of Aurora Fire Fighters by a majority vote cast in a secret ballot election, and Local 1290 having been duly certified as such representative by the City of Aurora, and the city herewith recognizes Local 1290 as the exclusive bargaining agent of all sworn, uniformed members of the Aurora Fire Department up to and including the rank of Fire Captain for purposes of negotiating wages, hours, fringe benefits, and other terms and conditions of employment of such employees. The City recognizes that Local 1290 has the right to represent employees at any step of existing grievance procedures when the employee desires such representation.

## **ARTICLE 2 -- CHECK-OFF**

During the life of this Agreement, the City agrees to deduct Union membership dues, fees and assessments levied by Local 1290 in accordance with the Constitution and By-Laws of Local 1290 from the pay of each employee (Union member) including probationary employees who execute or have executed an "Authorization for Payroll Deduction" form. Union membership dues and year-to-date totals of dues shall be noted, where possible, in the appropriate space on the employee's pay slip.

The Union agrees to indemnify and hold harmless the City for any loss or damage arising from the operation of this Article, unless such loss or damage is caused or contributed to by actions of the City.

## **ARTICLE 3 -- COPIES OF THE AGREEMENT**

The City shall furnish to the Union one original fully executed Agreement, and an electronic copy of this Agreement as soon as possible after execution, and shall provide members of the bargaining unit access to this Agreement through the Fire Department's computer system "F: Drive" not later than December 15, prior to the commencement of this Agreement.

**ARTICLE 4 -- NON-DISCRIMINATION AND UNION ACTIVITY**

The provisions of this Agreement in accordance with applicable Federal and State Laws shall be applied equally to all employees without discrimination as to sex, marital status, race, color, creed, national origin, age, religion, handicaps or political affiliation, governed only by the limitation of the law regarding bona fide occupational qualifications. The Union shall share equally with the City the responsibility for applying this provision of the Agreement.

No department supervisor or representative of the City shall discriminate against any employee because he or she has formed, joined or chosen to be represented by the Union or because he or she has given testimony or taken part in any grievance procedure or other hearings, negotiations or conferences as part of the Union recognized under the terms of this Agreement.

Union officials or representatives may be granted time away from their assigned duty station with prior approval of the Fire Chief or his designee, in order to conduct Union business.

**ARTICLE 5 -- ANNUAL LEAVE**

**Section 1: Accrual:**

a. Eight (8) hour fire personnel shall be entitled to accrue annual leave in accordance with the following schedule:

<u>Length of Employment</u>		<u>Annual Leave Hours Accrued Each 2080 Hours of Regular Time Worked</u>
Before Completion of 3 yrs.	( 6240 hrs.)	104 hours
After completion of 3 yrs.	( 6240 hrs.)	120 hours
After completion of 10 yrs.	(20800 hrs.)	137 hours
After completion of 11 yrs.	(22880 hrs.)	154 hours
After completion of 12 yrs.	(24960 hrs.)	171 hours
After completion of 13 yrs.	(27040 hrs.)	188 hours
After completion of 14 yrs.	(29120 hrs.)	205 hours

b. Employees of the Fire Department working twenty-four (24) hour work shifts shall be entitled to accrue annual leave and charge it against twenty-four (24) hour work shifts in accordance with the following schedule:

<u>Length of Employment</u>		<u>Annual Leave Hours Accrued Each 2920 Hours of Regular Time Worked</u>
Before completion of 3 yrs.	( 8,760 hrs.)	144 hours
After completion of 3 yrs.	( 8,760 hrs.)	168 hours
After completion of 10 yrs.	(29200 hrs.)	192 hours
After completion of 11 yrs.	(32120 hrs.)	216 hours
After completion of 12 yrs.	(35040 hrs.)	240 hours
After completion of 13 yrs.	(37960 hrs.)	264 hours
After completion of 14 yrs.	(40880 hrs.)	288 hours

**Section 2:**

Annual leave shall be utilized in accordance with the provisions of Personnel Policies and Procedures, Departmental Rules and Regulations and Administrative memorandums.

**Section 3: Maximum Accrual:**

As of January 1st of each year, maximum permissible accrual shall be as follows:

<u>Category of Employees</u>	<u>Maximum Leave Accrual</u>
Twenty-four (24)-hour Fire Fighters	360 hours
Eight (8)-hour Fire Fighters	256 hours

The Fire Chief may recommend compensation for any excess accrued leave if, in the Chief's opinion, unusually heavy workloads and/or lack of personnel have prevented an employee from using the excess leave. Such compensation shall be at the employee's regular hourly rate for each hour over the maximum accrual as of January 1.

**ARTICLE 6 -- SICK LEAVE**

All fire fighters who work a twenty-four (24) hour shift shall accrue one hundred fifty (150) hours of sick leave per two thousand nine hundred twenty (2,920) hours of work, and all fire fighters who work an eight (8) hour shift shall accrue one hundred four (104) hours of sick leave per two thousand eighty (2,080) hours of work.

Sick leave will be taken pursuant to Personnel Policies and Procedures and departmental rules and regulations except that:

- a. Twenty-four (24) hour shift personnel of the Fire Department shall be entitled to be paid for one-half ( $\frac{1}{2}$ ) of accrued sick leave in excess of nine hundred sixty (960) hours (40 shifts).
- b. Twenty-four (24) hour shift personnel of the Fire Department who have completed five (5) years of service, upon separation for any reason other than dismissal for cause, shall be paid for one-half ( $\frac{1}{2}$ ) of all unused sick leave accrued, but in no event shall such payment exceed nine hundred sixty (960) hours.
- c. Eight (8) hour shift personnel of the Fire Department shall be entitled to be paid one-half ( $\frac{1}{2}$ ) of accrued sick leave in excess of six hundred and eight-four (684) hours.
- d. Eight (8) hour shift personnel of the Fire Department who have completed five years of service, upon separation for any reason other than dismissal for cause, shall be paid for one-half ( $\frac{1}{2}$ ) of all unused sick leave accrued, but in no event shall such payment exceed six hundred and eighty-four (684) hours.
- e. The foregoing provisions will be effective January 1, 1983, and pay-offs under subsections (a) and (c) will occur in January of each year at the rate in effect at the time of pay-off.

Prior to separation of service for any reason the fire fighter may elect to have any or all accumulated sick leave and unused vacation time paid as compensation. The election to have these monies paid cannot be made more than 12 months prior to separation and must be made at least 60 days prior to separation and shall be paid at least five (5) working days before separation. The fire fighter may contribute this compensation into the City's Deferred Compensation Plan pursuant to the rules of that Plan. Any accumulated sick leave or unused vacation remaining after the election shall be paid into the Post Employment Health Plan for eligible fire fighters as set forth in Article 32. This provision is subject to all limits and regulations governing a §457 plan as enforced by the Internal Revenue Service, including deferral limits and the timing of deferral election forms.

## **ARTICLE 7 -- PERSONAL LEAVE**

Permanent employees who have completed one year of service with the City of Aurora are entitled to sixteen (16) hours of personal leave in the course of a calendar year. If employees so choose, with supervisory approval, the day of personal leave may be used in conjunction with vacation. The individual departments will administer personal leave as administrative leave. Personal leave may be broken into increments of not less than two (2) hours.

Fire personnel on twenty-four (24) hour shifts are entitled to thirty-two (32) hours per year for personal leave. Such leave may be taken in increments of four (4) hours or more.

Any personal leave not taken on or before December 31, shall be paid at the employee's straight time rate.

### **ARTICLE 8 -- HOLIDAY PAY**

**Section 1:** Effective January 1, 1997 the following shall be legal holidays for all employees:

New Year's Day  
Martin Luther King Day  
Presidents' Day  
Memorial Day  
Independence Day  
Labor Day  
Veterans' Day  
Thanksgiving Day  
Christmas Day  
Any other special holiday designated by the City Council

**Section 2:** Fire personnel under Civil Service working twenty-four (24) hour shifts regardless of holidays shall receive eight (8) hours pay for each holiday observed by the City in lieu of paid time off. Subject to the needs of the Department and available time off, 24 hour Fire Fighters may use nine (9) such holidays for up to three (3) 24 hour shifts of time off in accordance with procedures to be developed by the Department.

**Section 3:** Holidays shall be observed in accordance with the provisions of Personnel Policies and Procedures.

### **ARTICLE 9 -- INJURY LEAVE**

Injury leave shall be granted to all Fire Fighters pursuant to the provisions of the Personnel Policies and Procedures, especially those provisions relating to injury

leave and workers' compensation, except that injury leave may be continued for Fire Fighters up to a period of one hundred eighty (180) calendar days.

#### **ARTICLE 10 -- MATERNITY/PATERNITY LEAVE**

The Personnel Policies and Procedures of the City governing Maternity/Paternity Leave shall apply to Fire Fighters, except that a Fire Fighter may, at her/his discretion, utilize any leaves which are available to her/him or take a leave without pay for the birth of a child within the timeframes described in those Personnel Policies and Procedures.

#### **ARTICLE 11 -- CALL BACK FOR NORMAL OVERTIME**

Overtime pay will be paid from the beginning of the shift or at the time a person is called once the shift has started provided the fire fighter reports to the duty station within one (1) hour after being called. If the fire fighter's arrival time is after the allowed travel time, the fire fighter shall receive compensation for the time worked after the arrival at the duty station and shall not be compensated from the time he/she was initially called.

#### **ARTICLE 12 -- OVERTIME/ADDITIONAL STRAIGHT PAY**

**Section 1:** Straight time shall be paid in accordance with Administrative Order No. 81-2 (revised May 5, 1998).

**Section 2:** When an 8 hour Fire Fighter voluntarily works a 24 hour shift in addition to his/her 40 hour work week, the rate paid for such overtime is time and one-half of a 24 hour Fire Fighter's hourly rate at the grade and step of the 8 hour Fire Fighter who performs the overtime work.

#### **ARTICLE 13 -- ACTING PAY**

Whenever a Fire Fighter fulfills the duties and responsibilities of a rank or position above the rank or position which he/she holds for a total of four (4) shifts, commencing with the fifth (5th) shift in that higher rank, the Fire Fighter shall be compensated at the rate of such higher rank or eight percent (8.0%) above his/her current rate, whichever is greater, for the period of time that such Fire Fighter continues to fill said higher rank.

#### **ARTICLE 14 -- PERSONNEL POLICIES AND PROCEDURES**

The Personnel Policies and Procedures of the City of Aurora which were in effect on May 23, 2008 shall remain in full force and effect except where they are in conflict with the provisions of this Agreement. During the term of this Agreement, limited only by the right of the City to unilaterally take action in case of emergency, the City shall not unilaterally change any ordinance and/or Personnel Policies and Procedures affecting Fire Fighters covered by this Agreement.

## **ARTICLE 15 -- WORK WEEK**

During the term of this Agreement, Fire Fighters currently working 24-hour shifts shall continue to work an average of 56.15 hours per week. The present shift periods and schedules shall remain unchanged unless the City first consults with Local 1290 before any changes are made. The foregoing sentence does not and shall not be taken to imply or infer that the City considers matters of work scheduling to be negotiable in recognition of Article 14-3 of the City Charter.

## **ARTICLE 16 – LABOR/MANAGEMENT COMMITTEE**

There shall be a committee of appropriate size constituted of a representative or representatives of the collective bargaining unit appointed by Local 1290 and a similar number of representatives designated by the Fire Chief which shall meet on a monthly basis or less often, by mutual consent, and such meeting shall be held during working hours. The purpose of these meetings will be to discuss problems and objectives of mutual concern not involving grievances or the terms and conditions of this Agreement.

## **ARTICLE 17 -- RESEARCH COMMITTEE**

At an appropriate point in time prior to the commencement of negotiations for any replacement collective bargaining agreement, the City and Local 1290 shall appoint representatives to research appropriate statistical data which will be relevant to the collective bargaining for the replacement contract. The only responsibility of such persons shall be to develop data and they shall not formulate any opinion or conclusions therefrom.

## **ARTICLE 18 - - HEALTH INSURANCE**

**Section 1:** Effective January 1, 2009, the City shall contribute an amount up to \$979.34 per month for family coverage, \$737.79 per month for employee plus one, and \$390.32 per month for singular coverage toward the cost of the premium in a group health insurance plan offered by the City to its employees.

**Section 2:** Effective January 1, 2010, the City shall contribute an amount up to \$1,028.30 per month for family coverage, \$774.68 per month for employee plus one, and \$409.50 per month for singular coverage toward the cost of the premium in a group health insurance plan offered by the City to its employees.

**Section 3:** The parties shall negotiate any future changes in health care plans offered by the City.

## **ARTICLE 19 -- LIFE INSURANCE**

The City shall provide for each Fire Fighter covered by this Agreement life insurance in the amount equal to his/her annual salary. Each Fire Fighter may at his/her option and expense obtain additional coverage.

## **ARTICLE 20 -- DENTAL INSURANCE**

**Section 1:** Effective January 1, 2009, the City will contribute an amount up to forty-one dollars eighty-seven cents (\$41.87) per month toward the cost of family or single coverage in either of the dental insurance plans offered by the City.

**Section 2:** Effective January 1, 2010, the City will contribute an amount up to forty-three dollars seventy-six cents (\$43.76) per month toward the cost of family or single coverage in either of the dental insurance plans offered by the City.

## **ARTICLE 21 -- WAGE SCHEDULE**

### **Section 1:**

a. The 2009 salary schedule for Fire Fighters will be as shown in Appendix A, attached hereto, and represents two percent (2%) increase over the January 1, 2008 schedule.

b. The 2010 salary schedule for Fire Fighters will be as shown in Appendix B, attached hereto, and represents three percent (3%) increase over the January 1, 2009 schedule.

**Section 2:** All hours required to be worked in excess of the normal twenty-four (24) hour shift shall be compensated at time and one-half (1 ½).

### **Section 3: Step Increases.**

In addition to the salaries shown in Appendix A and Appendix B, all Fire Fighters holding a rank of Fire Fighter I, or higher, shall receive step increases as set forth below. A step increase is one percent (1.0%) of the salary listed in Appendix A and Appendix B for that rank.

Effective in 2005 on the Fire Fighter's anniversary date in his/her rank, the Fire Fighter shall receive a step increase for each year served in that rank, provided that the Fire Fighter receives a satisfactory performance evaluation. Thereafter, a Fire Fighter shall receive an additional step increase provided that he/she receives a

satisfactory performance evaluation for that year, up to a maximum of seven (7) step increases (for a maximum of seven percent (7.0%) of base salary). Failure to receive a satisfactory performance evaluation in any given year shall result in no step increase for that year.

Failure to qualify for a step increase in any given year shall not result in the loss of any step increases earned in prior years.

**Section 4:** For all Fire Fighters hired after January 1, 1997 who are eligible for the death and disability coverage provided under § 31-31-811(4), C.R.S., the City shall make the required contribution to the death and disability fund for the years 2009-2010.

## **ARTICLE 22 -- GRIEVANCE PROCEDURE**

**Section 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 Fire Fighter or group of Fire Fighters may discuss any matter with their supervisor without invoking the formal grievance procedure provided for in this Article.

**Section 2:** A grievance must be initiated by either an aggrieved Fire Fighter or by the Aurora Fire Fighters Association on behalf of any one or more individual Fire Fighters. The grievant must reduce the grievance to writing and present the written grievance to the office of the Chief of the Fire Department within ten (10) working days after the grievant knew or should have known the facts which gave rise to the grievance.

**Section 3:** The Chief of the Fire Department or his designee shall meet with the grievant and, if the grievant is an individual, representatives of the Aurora Fire Fighters Association in an effort to resolve the grievance within seven (7) working days after being presented with the written grievance. The Chief of the Fire Department or his designee must respond in writing to the grievance within five (5) working days following the meeting with the grievant and/or representatives of the Aurora Fire Fighters Association.

**Section 4:** If the grievance is not resolved to the satisfaction of the Association by the Chief of the Fire Department or his designee, the Association may appeal the grievance to the City Manager within ten (10) working days of receipt of the written answer of the Chief of the Fire Department or his designee. Within seven (7) working days after receipt of the appeal, the City Manager or his designee shall meet with the grievant and if the grievant is an individual, with representatives of the Aurora Fire Fighters Association to discuss the grievance. Within five (5) working days after

this meeting, the City Manager or his designee shall give the Association his answer in writing.

**Section 5:** Within ten (10) working days after the City Manager has issued his written decision, if the Association is dissatisfied with the decision, the Association shall give written notice to the City Manager 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.

**Section 6:** The Arbitrator will have the authority to hold hearings and make procedural rules.

**Section 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.

**Section 8:** The cost of any arbitration as well as the Arbitrator's fee shall be borne equally by the parties to the Agreement.

**Section 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.

**Section 10:** The term "working days" as used in this article shall be inclusive of Mondays through Fridays during which the administrative offices of the City are normally open. The term "working days" shall exclude Saturdays, Sundays, and legal holidays.

**Section 11:** The number of days indicated at each level of the grievance procedure shall be considered as a maximum unless mutually extended by the parties.

**Section 12:** Nothing contained in this Article is intended to interfere with or abridge any constitutional rights of its employees to petition the City.

## **ARTICLE 23 -- HEALTH AND SAFETY COMMITTEE**

A Health and Safety Committee shall be formed. The committee shall consist of six (6) members, three to be appointed by the Chief of the Fire Department and three to be appointed by AFFPA Local 1290. The chairman of the committee will be chosen by the appointed members of the committee. The committee shall meet and confer on matters that will contribute toward the overall health and safety of the members of the Aurora Fire Department.

#### **ARTICLE 24 -- SAVINGS CLAUSE**

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

#### **ARTICLE 25 -- EMERGENCY LEAVE**

The Fire Chief shall allow any Fire Fighter up to five (5) working days or forty (40) hours emergency leave in the case of a death involving an employee's immediate family or in the case of a natural disaster, such as a major home fire and/or for a medical emergency.

Employees who work twenty-four (24) hour shifts shall be granted emergency leave up to a maximum of three (3) work shifts by the Fire Chief.

Illnesses and scheduled medical treatment, including scheduled surgery, shall not be considered emergencies.

When a Fire Fighter needs leave to attend the birth of a child, time off shall be approved using the same criteria as for emergency leave, but the Fire Fighter will be required to use vacation, compensatory time, sick leave or personal leave at the option of the Fire Fighter.

#### **ARTICLE 26 -- MILEAGE ALLOWANCE**

Fire Fighters using private vehicles for department business shall be reimbursed at the mileage allowance which is set by the City. The use of private vehicles must be authorized by the Fire Chief or his authorized representative.

## **ARTICLE 27 -- PAID INSURANCE FOR SURVIVORS**

**Section 1:** In the event that a member of the bargaining unit is killed in the line of duty, the City shall pay the full cost of health insurance and dental insurance for a surviving spouse and children of the member with the following conditions:

- A. The payments for a surviving spouse will end two years after the member's death or upon remarriage, whichever occurs first.
- B. The payments for a child will end two years after the member's death or upon the child reaching age 18, whichever occurs first.

**Section 2:** In the event that a member of the bargaining unit is killed or dies while off duty, or a surviving spouse or dependent child has exceeded the time limit (not age limit) of Section 1, the surviving spouse and dependent children shall be eligible to obtain or continue medical and dental insurance, at the spouse's or child's cost, through the City's group health insurance plan provided the City's health insurance carrier permits such coverage.

## **ARTICLE 28 -- FUNERAL EXPENSES**

When a member of the bargaining unit is killed in the line of duty, or dies from injuries sustained in the line of duty, the City shall be responsible for the actual funeral and burial expenses incurred by the survivors up to a maximum of ten thousand dollars (\$10,000.00) which includes whatever money is provided by the Colorado Worker's Compensation system.

## **ARTICLE 29 -- AURORA CHOICE PROGRAM**

All members of the bargaining unit shall be allowed to participate in the Aurora Choice Program pursuant to the rules and regulations of that program.

## **ARTICLE 30 -- LEAVE OF ABSENCE**

All Fire Fighters may apply for a leave of absence of up to one (1) year for purposes of continuing their education or to deal with hardships. Requests for leave without pay must be approved by the Fire Chief and the City Manager. However, leave without pay which is given pursuant to the City Charter regarding criminal allegations against Fire Fighters shall not be subject to above procedures and limits, but rather shall be subject to the language contained in the Charter.

All annual leave must be exhausted before a leave without pay may be granted, except maternity leave or when leave without pay is used in disciplinary action, or when the Fire Chief approves leave without pay for a Fire Fighter's professional

activities. During a leave without pay of more than one (1) work shift, a Fire Fighter does not accrue annual leave, sick leave, credited service for longevity, retirement, or step increase. Failure of a Fire Fighter to return from a leave without pay shall result in termination. A Fire Fighter on leave without pay for more than one (1) calendar month must pay the full cost of insurance benefits.

### **ARTICLE 31 -- RETIREE HEALTH**

The City shall contribute in 2009 an amount equal to 2.4 percent (2.4%) of 2008 total bargaining unit base salary, and in 2010 an amount equal to 2.4 percent (2.4%) of 2009 total bargaining unit base salary to a trust fund established by the Union for the purpose of providing payments to members of the bargaining unit for health insurance upon retirement. The trust fund will be established in accordance with all applicable State and Federal laws. Prior to any such contribution being made, the union will provide the City with copies of the properly adopted Trust and Plan, and indicate the designated trustee. The City will transmit the amounts in question on a quarterly basis within three weeks following the first payroll in April, July, October and January.

The Union agrees that the sole responsibility of the City in connection with this contribution is to forward the funds in question to the designated trustee and the Union and the trustee are fully and completely responsible for the investment and disposition of such funds, once they have been turned over to the trustee. The Union agrees to save the City harmless from any and all actions arising out of these contributions and operation of the trust fund whether such action is commenced by any Fire Fighter, the trustee or anyone against the City, and will fully and completely reimburse the City for any and all costs, attorneys fees or damages associated with any such action.

### **ARTICLE 32 – POST RETIREMENT HEALTH PLAN**

**Section 1:** The City agrees to participate in the Post Employment Health Plan (PEHP), Health Care Insurance Premium Sub-account, for Collectively Bargained Public Employees (Plan) in accordance with the terms and conditions of the Plan's Participation Agreement, a copy of which has been provided to the City. The parties hereto hereby designate Nationwide Retirement Solutions (or its successor appointed in accordance with the Plan and Trust documents) to act as Plan Administrator for the Plan and the City agrees to contribute to the Plan as set forth in this Article.

**Section 2:** Except as provided in Section 3, upon termination of employment (which does not include death) after having reached age 50, or qualifying for a disability retirement, a percentage of the eligible fire fighter's accumulated sick leave and accrued but unpaid vacation that would have otherwise been paid to the eligible fire fighter had the City not participated in the Plan shall be contributed to the Participant's Health Care Insurance Premium Reimbursement Sub-account. Those fire fighters who separated from service prior to January 1, 2009 shall not be subject to the Plan. The Union will notify the City of the contribution percentage of the eligible fire

fighters' accumulated sick leave by November 15<sup>th</sup> of the previous year, as provided in Section 4. This section is further subject to the following restrictions:

The City shall deduct any overpayments to the fire fighter or other legal offsets due to the City from the fire fighter prior to the percentage calculation being made, however, before overpayment deductions and other legal offsets are made from accumulated sick leave and accrued but unpaid vacation, the City will first make the deductions and offsets from other compensable absences of the fire fighter, if any, and then any remaining balance shall be deducted and offset from the accumulated sick leave and accrued but unpaid vacation.

**Section 3:** Fire fighters who are eligible for fully paid family retiree medical benefits through TRICARE, any other military program or by their status as a Native American through the Bureau of Indian Affairs medical benefit programs shall not be eligible for or subject to the contribution amount set forth in this Article.

**Section 4:** Annually, the Union reserves the right to modify the funding formulas of the Plan as set forth in Section 2 pertaining to the amount of accumulated sick leave and accrued but unpaid vacation being contributed to the Plan on behalf of the eligible fire fighters.

### **ARTICLE 33 -- TERM OF AGREEMENT**

This Agreement shall become effective January 1, 2009 and all of its provisions shall remain effective through December 31, 2009. Additionally, all provisions which do not have a budget impact shall remain effective from and including January 1, 2009 through and including December 31, 2010.

The parties to this contract mutually desire that all of its provisions shall be and remain effective from January 1, 2009, through and including December 31, 2010. However, in order to ensure compliance with the provisions of the Tabor Amendment, Article X, Section 20(4)(b) of the Colorado Constitution and because the parties recognize that there may be an inability on behalf of the City of Aurora to contract at this time for items with a budget impact until such time as the budget process for the fiscal year 2010 is followed, the parties hereby agree that the Association shall reopen this contract for negotiations of all items with a fiscal impact (an impact on budget) which are to be effective on January 1, 2010 through and including December 31, 2010. This reopener shall be initiated within the time limits specified by Article XV of the Charter of the City of Aurora. In the event the parties are unable to agree that those items contained in the Agreement which by their own terms are to be effective on January 1, 2010 shall be placed into effect, then that party which refuses to renew the Agreement at that time shall be deemed to have bargained in bad faith during negotiations leading to the 2010 contract for any and all purposes.

It is specifically understood and agreed that this conclusion of failure to bargain in good faith shall be utilized by any fact finder, mediator, or arbitrator appointed pursuant to Article XV of the Charter of the City of Aurora, and may be the basis relied upon by the fact finder pursuant to Article XV to recommend that those provisions contained in this contract to be effective on January 1, 2010, should be placed into effect on January 1, 2010.

**IN WITNESS WHEREOF**, the parties hereto have hereunto executed this Agreement as of the date hereof by their respective representatives duly authorized to do so this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

**AURORA FIRE FIGHTERS LOCAL 1290  
IAFF, AFL-CIO, CLC**

**CITY OF AURORA**

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Secretary/Treasurer

\_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney