

## MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** (“MOU”) is made and entered into by the Denver Fire Fighters – 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 Local 858 and approved by ordinance adopted by the City; and

**WHEREAS**, Local 858 and the City recognize the budget problems facing the City due to the economic fall-out caused by the global COVID 19 pandemic.

**WHEREAS**, both Local 858 and the City desire to avoid layoffs and other reductions within the Denver Fire Department (“Department”), and enter into this MOU with the goal of protecting fire fighters and maintaining public safety, firehouses and fire apparatus currently staffed by the Denver Fire Department at March 2020 levels; and

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

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

### **Part I**

1. Article IX, Section 7 of the Agreement is amended to read as follows:

**Section 7. No cleaning and maintenance allowance will be paid in 2021.**

Effective January 1, 2016 each fire fighter shall be paid a cleaning and maintenance allowance of \$550.00, payable with the last paycheck in November.

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

**Section 1.** The following days are recognized as holidays for Fire Fighters for the purpose provided herein:

New Year’s Day	(January 1)
Martin Luther King, Jr. Day	(Third Monday in January)
Presidents’ Day	(Third Monday in February)
Cesar Chavez Day	(Last Monday in March)
Memorial Day	(Last Monday in May)
Independence Day	(July 4)
Labor Day	(First Monday in September)
Veterans’ Day	(November 11)

Thanksgiving Day	(Fourth Thursday in November)
Christmas Day	(December 25)
Birthday	(To be used and/or paid in accordance with Sections 3 and 4 of this Article)

**No birthday holidays shall be recognized in 2021. Additionally, the following holidays shall not be recognized in 2021: Presidents' Day, Independence Day, and Labor Day.**

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

**Section 3.** For the duration of this Agreement, the City's contribution to either the Fire and Police Pension Association Statewide Health Care Defined Benefit Plan (FPPA plan) or the Post Employment Health Plan (PEHP) shall be one and one-quarter percent (1.25%) per year of base pay on behalf of each fire ~~fighter~~; **provided, however, the City shall make no contribution under this Section for calendar year 2021.**

4. Article XII, Section 1(a) of the Agreement shall be amended to read as follows:

**Section 1.** (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 <del>January 1,</del> <b><u>December 31,</u></b> 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

5. Except as amended by Part I of this MOU, the Agreement remains unchanged and in full force and effect and is affirmed and ratified in each and every particular.

6. This MOU shall be effective upon ratification by the membership of Local 858 and the approval of an adopting ordinance by the City.

**Part II**

1. In addition to the budgetary savings gained by the City due the changes to the CBA as given in Part I, the City also recognizes Local 858's work in accruing additional savings in 2021 healthcare costs equaling \$333,000.

2. For the remainder of the 2019-2021 term, barring catastrophic financial circumstances or events, the City agrees to the following:
  - a. It shall maintain, at minimum, the March 1, 2020 numbers of fire apparatus and firehouses;
  - b. It shall maintain current staffing practices at a minimum of four (4) fire fighters per fire apparatus and all Aircraft Rescue Fire Fighting Units (“ARFF Units”) will be staffed in accordance with the Federal Aviation Administration (“FAA”) standards;
  - c. It shall maintain, at minimum, the EMT staffing levels that existed as of May 1, 2020;
  - d. The City will make every effort to open and fully staff Truck 35 during the 2021 calendar year, including implementing all appropriate promotions and transfers;
  - e. The City will commit to moving forward with the construction of Station 40 by taking concrete preliminary steps (e.g., such as determining site location, releasing funds for land, plans, etc.); and
  - f. There shall be no layoffs of fire fighters.
  
3. Additionally, for the remainder of the 2019-2021 CBA term:
  - a. Fire Dispatch services will continue to be provided by fire fighters as defined under City Charter section 9.7.2, and the Fire Department will continue to utilize a staffing model that allows for minimum six (6) member staffing to ensure five (5) dispatchers on duty.
  - b. All positions in the Fire Department that, as of March 1, 2020, were either filled or slotted to be filled by fire fighters as defined under City Charter section 9.7.2 shall not be converted into Career Service positions.
  - c. The Department Request for Reassignment and Drafting Process (Directive 1008.00) as updated and effective September 21, 2020 will remain in place through the remainder of the contract term. In return, Local 858 will withdraw the grievance filed May 5, 2020 (“the Lacey grievance”).
  - d. The Department will maintain normal overtime hiring practices as given in Directive 1003.00, unless other approaches are agreed upon by Local 858 and the Department.
  - e. Barring catastrophic financial circumstances or events, the City will not seek additional concessions.

- f. The parties agree to meet concerning the possible creation of a temporary *Shift Rover* program. This temporary program (if agreed upon by the parties) will be in effect from October 16, 2020 through June 30, 2021. If an agreement cannot be reached on or before October 16, 2020, the Department will rescind Fire Chief Memo 055-2020 (Shift Rover). The grievance filled on 08/03/2020 in relation to Fire Chief Memo 055-2020 will be considered resolved if either A) An agreement is reached, or B) The memo is withdrawn on 10/16/2020. The parties may mutually agree to extend any of the deadlines in this section.
4. The City will continue to be transparent in providing Local 858 with information about the impact of the COVID 19 pandemic on its economic status, and availability and use of stimulus funds.

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**DENVER FIREFIGHTERS LOCAL 858**

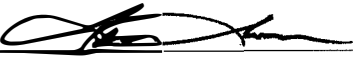
**CITY AND COUNTY OF DENVER**

By:   
David Foster, President

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

By:   
Phillip Cordova, Secretary-Treasurer

**ATTEST:**

By:   
Aaron Abrams, 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

**Contract Control Number:** SAFTY-202056953-02/ AIf: SAFTY-201844233-02  
**Contractor Name:** Denver Firefighters Local 858

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of: 12/11/2020

**SEAL**




**CITY AND COUNTY OF DENVER:**

**ATTEST:**

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Clerk and Recorder/Public Trustee  
Paul López

By: DocuSigned by:  
  
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Mayor  
Michael B. Hancock

**APPROVED AS TO FORM:**

Attorney for the City and County of Denver

By: DocuSigned by:  
  
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Assistant City Attorney  
Jason Moore

**REGISTERED AND COUNTERSIGNED:**

By: DocuSigned by:  
  
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Chief Financial Officer  
Brendan J Hanlon

By: DocuSigned by:  
  
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Auditor  
Timothy M. O'Brien