

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CITY OF FORT COLLINS, COLORADO
AND
THE NORTHERN COLORADO LODGE #3,
COLORADO FRATERNAL ORDER OF POLICE**

JANUARY 1, 2022 – DECEMBER 31, 2024

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Article 1: PREAMBLE

This Agreement entered into between the CITY OF FORT COLLINS (hereinafter referred to as "City"), and the NORTHERN COLORADO LODGE #3, COLORADO FRATERNAL ORDER OF POLICE (hereinafter referred to as "FOP") has as its purpose the establishment of a productive relationship between the City and the FOP, and to set compensation and certain other conditions of employment subject to the provisions of the City Charter. The Agreement is in accordance with those provisions of Division 7 of Article VII, Chapter 2 of the City Code, which continue to be in effect in accordance with the Order and Final Judgment in *City of Fort Collins, et al v. Northern Colorado Lodge #3, Colorado Fraternal Order of Police*, Case No. 05-cv-1146. The City recognizes the Northern Colorado Lodge #3, Colorado Fraternal Order of Police as the sole and exclusive bargaining agent for the members of the Bargaining Unit, which consists of all full time sworn police officers maintaining the rank of Lieutenant and below of the Police Department of the City of Fort Collins, and Community Service Officers and Dispatchers of the Police Department equivalent to the rank of Lieutenant/Manager or below.

Article 2: LENGTH OF AGREEMENT

The terms of this Agreement shall be in effect from January 1, 2022 through December 31, 2024. There are no Agreement openers unless both sides agree an opener is needed for a particular subject and specified in this Agreement. Nothing shall preclude the parties from agreeing to enter into Memorandums of Understanding ("MOUs") from time to time concerning matters of contract interpretation.

Article 3: DISCRIMINATION

The City and the FOP agree not to discriminate against any employee covered by this Agreement on account of FOP or City activity, or membership or non-membership in the FOP.

The provisions of this Agreement shall apply equally to all covered employees, without regard to sex, marital status, race, color, creed, national origin, age, religion, or disability. The City shall not discriminate against any employee because the employee has formed, joined, or chosen to be represented by the FOP.

The Parties shall not discriminate on the basis of sex, marital status, race, color, creed, national origin, age, religion, or disability.

Article 4: MANAGEMENT RIGHTS

- A. Except where limited by express provisions elsewhere in this Agreement, nothing in this Agreement shall be construed to restrict, limit or impair the rights, powers and authority of the City as granted to it by constitutional provision, statute, charter, existing ordinances, or special act, and the City has the sole and exclusive right to exercise all rights and functions of management, including but not limited:
1. To determine the overall mission of the City as a unit of government.
 2. To maintain and improve the efficiency and effectiveness of City operations.
 3. To determine the services to be rendered, the operations to be performed, the technology to be utilized, or the matters to be budgeted.
 4. To determine the overall methods, processes, means, job classifications or personnel by which City operations are to be conducted.
 5. To direct, supervise, hire, promote, transfer, assign, schedule, retain, or lay-off employees.
 6. To suspend, discipline, discharge, and demote all employees.
 7. To relieve employees from duties because of lack of work or funds, or under conditions where the City determines continued work would be inefficient or nonproductive.
 8. To take whatever other actions may be necessary to carry out the wishes of the public not otherwise specified herein or limited by a collective bargaining contract.
 9. To take any and all actions to carry out the mission of the City in cases of emergency.
 10. The determination of policy affecting the selection or training of new employees.
 11. The scheduling of operations, the establishment, amendment and enforcement of Police Department rules, regulations and orders.
 12. The transfer of work from one position to another within the Police Department.

13. The determination of the number of ranks and number of personnel within each rank or in each job classification.
 14. The introduction of new, improved, or different methods and techniques of operation of the Police Department or a change in existing methods and techniques.
- B. In matters not specifically covered by language within this Agreement, the City shall have the clear right to make unlimited decisions in such areas and such decisions shall not be subject to the grievance procedure.

Article 5: COMMUNICATION TO BARGAINING UNIT MEMBERS

- A. Bulletin Boards. The FOP shall be permitted to construct, install, and maintain informational bulletin boards which shall display information relevant to bargaining unit members. Bulletin boards shall be maintained at member work sites. No obscene or objectionable material may be displayed on the bulletin boards nor shall any officer, official, or employee of the City be held up to public ridicule on the bulletin boards. The Chief of Police shall have the right to determine the location of the bulletin boards.
- B. Ballot Boxes. With the prior approval of the Chief of Police, the FOP shall be permitted to place ballot boxes at the police department work sites for the purpose of collecting member's votes on FOP issues subject to ballot vote. The Chief of Police shall be given notice before the ballot boxes are placed at work sites. FOP ballot boxes shall be the property of the FOP.
- C. Limitations on FOP Communications. All communication to members involving methods specified in this Agreement shall be reasonable and limited to providing information relevant to conducting normal FOP business and providing information to members regarding FOP business or bargaining unit representation. No communications in this manner shall be inflammatory, derogatory, personally abusive, or in violation of the City's information delivery policies.
- D. Shift Meeting Attendance and Employee Work Areas. With the prior approval from the appropriate supervisor, the Department shall allow members of the Bargaining Unit to make presentations, or answer questions at shift briefings and other employee meetings. Such activity shall not interfere with department operations.

Article 6: FRATERNAL ORDER OF POLICE DUES DESIGNATION

- A. The FOP will prepare and distribute to Bargaining Unit members a form that allows the members to choose between the following options pertaining to costs associated with collective bargaining:
1. Join the FOP and pay the full amount of dues, as determined by the FOP.
 2. Pay a "fair share" amount as determined by the FOP, based upon the prior two year's costs associated with collective bargaining.
 3. Elect to pay nothing.
- B. The City agrees to deduct FOP dues, fair share and assessments from the pay of such employees who individually request in writing that such deductions be made on a form agreeable to the City. The dues and assessments shall be deducted from the second paycheck of each calendar month and forwarded within 10 days to a location or account as designated by the FOP. The FOP shall certify to the City the amounts of the dues and assessments to be deducted. The FOP shall provide the City payroll department not less than 14 days written notice of a change in deduction amount. The request for deduction from pay may be revoked by the employee by providing the City Payroll Department with not less than 14 days written notice. Within 14 days of the date of receipt of a member's notice of discontinuance of dues or assessment payroll deductions, the City will provide a copy of such request for discontinuance to the FOP.
- C. The FOP agrees that it will indemnify and save the City harmless from all suits, actions, and claims against the City or persons acting on behalf of the City whether for damages, compensation, or any combination thereof, arising out of the City's compliance with the terms of this provision. The FOP shall reimburse the City for any and all reasonable costs and reasonable attorneys' fees arising out of the defense of any such action against the City.
- D. On or before the 15th day of each calendar month, the City shall provide an accounting to the FOP of all members of the Bargaining Unit and of the amount of deduction, if any, made on behalf of such member.

Article 7: FOP STATUS AND RIGHTS

- A. Right of Organization. Bargaining Unit members shall have the right to join and participate in the FOP.

- B. Right of Representation. Bargaining Unit members shall have the right to be represented by the FOP to negotiate collectively with the City in the determination of certain conditions of employment, and the administration of grievances for the purposes of administering this Agreement.

- C. Release for FOP Business. The designated FOP Chief Negotiator, who is a member of the Bargaining Unit, shall be released from duty and compensated by the City at the individual's regular rate of pay for up to eighty (80) hours. The Chief Negotiator, with supervisory approval, shall determine when and how they use those 80 hours during the negotiation year. The time off shall be used to prepare for the upcoming bargaining session(s).

During negotiations, up to three (3) additional FOP bargaining unit employees will be released from duty and compensated by the City at the individual's regular rate of pay one hour prior to the start of negotiations at the table, while at the bargaining table and one hour after the conclusion of that day's negotiation session. All time spent by the FOP Chief Negotiator and these employees at the bargaining table, up to a total maximum of eighty (80) hours, shall be paid at straight time by the City and shall not be considered hours worked under the Fair Labor Standards Act for purposes of calculating overtime.

- D. FOP Leave Time Bank. The City and the FOP agree to create the FOP Leave Time Bank for the sole and exclusive use of the FOP in accordance with this Article. The FOP Leave Bank shall be funded by the voluntary donations of leave time made by members of the bargaining unit, drawn from the member's vacation, holiday and/or award time leave banks available during the leave benefit year.

Donations of leave time from any one member shall be in an amount of not greater than ten (10) hours of leave time per leave benefit year. Donations of leave time shall be made by members in the pay periods immediately following February 1st and December 1st of each calendar year.

The FOP Leave Time Bank shall be utilized on an hour for hour basis by the FOP in its discretion solely for the purposes of having a representative(s) participate in negotiations with the City, attend local, state, and national FOP conferences, meetings, seminars and training; attending other training or functions related to labor/management relations, and/or attending to FOP business. The use of Leave Time will be reported to Payroll in the pay period it is used. Donated leave time maintained in the FOP Leave Time Bank shall be carried over from one leave benefit year to the next to a maximum of four hundred (400) hours.

While the authorization to draw hours from the FOP Leave Time Bank is solely within the discretion of the FOP, the employee who will use the leave

must request authorization for absence from normal duty shifts and responsibilities and is subject to supervisory approval. Time drawn from the FOP Leave Time Bank shall not be considered hours worked under the Fair Labor Standards Act for purposes of calculating overtime.

Article 8: SALARY

Compensation is dependent on a combination of attained skill level and market data. Compensation adjustments are achieved when an employee advances to the next skill level by achieving the expected outcomes and accomplishments in established skill level performance standards. Employees who are on a performance improvement plan are ineligible to receive a market increase at the time annual adjustments are made. However, an employee who successfully completes the performance improvement plan and maintains one full quarter (QPA Cycle) of satisfactory job performance (“on-track” or “outperforming” performance rating), based on his/her supervisor’s recommendation, is eligible for an appropriate market increase that was provided to others in the same position and skill level at the time market adjustments were made. The increase will be effective on the first day of the pay period following the completion of the full quarter of the achieved “on-track” or “outperforming” performance.

If market data shows a decrease in market pay, compensation for employees in that position will remain unchanged and will not decrease.

Salary Levels

By no later than January 12, the parties will meet to reconcile the Market-Based Pay Data Collection and the approved Market-Based Pay Schedules, the Market-Based Pay Schedule for the jobs specified below:

- Police Officer
- Police Corporal
- Police Sergeant
- Police Lieutenant
- Community Service Officer
- Community Service Officer Supervisor
- Communications Dispatcher
- Communications Senior Dispatcher (if implemented)
- Communications Supervisor
- Communications Manager

Pay adjustments for all above-listed jobs shall be based on market data.

The City will collect all market data that is available not later than January 5 of each year. This data shall be combined with any market data from the previous year from those comparable jurisdictions that have not yet announced current year market data. Market data shall be based upon the previously agreed comparable jurisdictions: The City of Aurora, City of Arvada, City of Boulder, City and County of Broomfield, City and County of Denver, City of Greeley, City of Lakewood, City of Longmont, City of Loveland, City of Thornton, City of Westminster and Larimer County. Dispatcher market data will consider that from Weld and Jefferson County combined centers.

Previously agreed upon job titles and pay range maximums from those jurisdictions, where applicable, will be used to determine the average of the pay range maximums including the 50% adjustment for agencies that set a higher salary point for detectives within the officer job title.

- Skill Level 1 pay for Police Corporal will be set at 7% above Skill Level 5 Police Officer pay and Skill Level 2 Police Corporal pay will be set at 10% above Skill Level 5 Police Officer pay.
- If implemented, Skill Level 1 pay for Senior Dispatcher will be set at 5% above Skill Level 6 Dispatcher pay and Skill Level 2 Senior Dispatcher pay will be set at 7% above Skill Level 6 Dispatcher pay.
- Skill Level 1 CSO Supervisor pay will be set at 15% above Skill Level 5 CSO pay and Skill Level 2 CSO Supervisor pay will be set at 20% above Skill Level 5 CSO pay.

The adjusted market data for the comparable jurisdictions shall be rank ordered from high to low and Bargaining Unit members' salary levels for each job title shall be determined for the top skill level, using the adjusted market data and match the 4th ranking of the twelve comparable jurisdictions. In the event salary increases are granted to the rest of the City of Fort Collins employees in excess of the percentage increases determined by the formula outlined in this article, BU members shall receive the higher of the two increases. In the event salary increases are granted to the rest of the City of Fort Collins employees in excess of the percentage increases determined by the formula outlined in this article, BU members shall receive the higher of the two increases.

So long as all requested and necessary information is received in a timely manner, awarded pay adjustments will be implemented no later than the second pay period of January in the applicable year. However, in the event of circumstances beyond the participating parties' control or a delay in the receipt of the requested salary survey data, and upon mutual agreement between participating parties, the awarded pay adjustments may be implemented as of the first pay period of February in the applicable year.

Article 9: OVERTIME COMPENSATION

- A. Non-exempt employees shall be compensated for all time worked. Such employees shall be compensated for overtime worked in accordance with applicable state and federal laws and regulations and pursuant to this provision.
- B. All employees shall be on a seven-day, 40-hour work period schedule. The work period shall start at 0001 hours of each Monday and run for a seven consecutive day period. The reporting of work time shall use one-tenth of an hour (six minutes) system.
- C. Overtime compensation may be in the form of wages, known as "overtime pay," or time off, known as "compensatory time." Only non-exempt employees are eligible to earn overtime pay or earn or use compensatory time. Exempt employees are ineligible to earn overtime pay or compensatory time, except for limited operational deployment hours as approved by the Deputy Chief of Police, an assistant chief, or the Director, and may informally flex their time in accordance with City policy and as approved by the employee's supervisor.
- D. Overtime pay shall be paid at a rate of time-and-one-half, based on the employee's hourly rate.
- E. In lieu of overtime pay, non-exempt employees may request to accrue compensatory time, and supervisors have the discretion to grant or deny such requests based upon personnel needs, budgetary constraints, and other business reasons. One-and-one-half hours of compensatory time is earned for each hour of overtime worked.

An employee in the Communications career line shall not accrue more than one hundred twenty (120) hours of compensatory time unless the advance permission of the employee's Assistant Chief or Director is obtained. An employee in Sworn positions and Community Service Officers shall not accrue more than one hundred twenty (120) hours of compensatory time unless the advanced permission of the employee's Deputy or an assistant chief is obtained. In no event shall an employee accrue more than two hundred forty (240) hours of compensatory time. Employees must have prior approval before utilizing accrued compensatory time. Such factors as workload, minimum staffing requirements, overtime costs for replacement employees and resource availability shall be taken into account prior to granting approval to determine whether the grant of compensatory time would be unduly disruptive to the operation of the Agency.

Upon the request of an employee for use of compensatory time, the City will attempt to allow the use of compensatory time within one hundred twenty

(120) days of the request. Use of accrued compensatory time shall not be used for imposing or affecting disciplinary action. Employees may request payment for their accrued compensatory time by making a written request to their supervisor. The City may, in its sole discretion, approve or deny the request. Additionally, the City may, in its sole discretion, when the City determines it cannot grant use of compensatory time within one hundred twenty (120) days and the employee has not withdrawn his/her request, cash out the employee for the requested compensatory time amount, whether or not the employee has requested payment. Compensatory time shall be convertible to cash payment at the time of termination of employment.

- F. All requests for overtime compensation (pay or compensatory time) must be approved in advance when possible, by a Department supervisor.
- G. All non-exempt employees shall be advised by their supervisor of their official daily starting time and quitting time. Such employees are not authorized to start work prior to their officially scheduled starting time, nor are they authorized to work beyond their officially scheduled quitting time without prior supervisory approval. This paragraph shall not apply to those situations where a police officer responds to a police emergency or takes action on observed violations while operating a police vehicle.
- H. Non-exempt employees shall only receive overtime compensation in any of the following situations:
 - 1. Hours actually worked (including Standby Compensation per that provision of this Agreement) exceeds 40 hours in the seven-day work period.
 - 2. The combination of hours actually worked (including Standby Compensation per that provision of this Agreement) and the use of holiday, vacation, emergency, compensatory, award, or sick leave exceeds 40 hours in the seven-day work period. For purposes of determining eligibility for overtime compensation, employees may not use more than 40 hours of the specified leave in any work period, nor may an employee use more than 8 or 10 hours of the specified paid leave in any workday, depending upon the length of the employee's regularly scheduled workday.
 - 3. Hours an employee is required to work when the employee was previously approved by his/her supervisor to be on vacation, holiday, compensatory, or award time leave.
 - 4. Hours for Subpoenaed Court Appearances Time per that provision of this Agreement.

5. Hours for Immediate Call to Duty Time per that provision of this Agreement.
 - I. Supervisors may adjust any employee's work schedule within the designated work period to reduce the impact of overtime compensation within the stated work period.
 - J. With the exceptions of sworn police officers and community service officers working a patrol schedule and dispatchers, meal breaks will not be compensated unless work demands are such that it precludes an employee from taking a meal break. Employees shall be relieved of all duties, including answering the telephone, and be free to leave their duty post during their non-compensated meal breaks. Except for sworn police officers working a Patrol schedule and dispatchers, prior supervisory approval must be obtained for compensation of meal breaks.

Article 10: SUBPOENAED COURT APPEARANCES

- A. This article applies to non-exempt employees placed on the Municipal Court docket or who receive subpoenas requiring their appearance in court or DOR hearings (including Express Consent hearings).
- B. Since the granting of overtime is based on Agency need, should both the prosecutor's office and the court (or, in the case of a DOR matter, the hearing officer) excuse a non-exempt employee from further testimony, the continued presence of the employee in the proceedings will not be compensable. Prior to testimony, or upon the completion of testimony, the employee shall, to the extent possible, seek to determine if his/her continued presence is required. If it appears that the employee is not needed for further testimony, they shall request to be excused.
- C. Court-related meal breaks shall not be compensated.
- D. Non-exempt employees shall submit their overtime entries/reports as soon as possible after a court appearance to a supervisor for approval.
- E. Off-duty attendance at any court or DOR hearing pursuant to this article will be compensated at time and one-half for either the actual time the non-exempt employee spends or for two (2) hours, whichever is greater, provided that the two (2) hour minimum does not overlap with the employee's regularly scheduled work hours. At the request of the employee and with the approval of the supervisor, the employee may be granted compensatory time in lieu of overtime compensation.

- F. Employees may receive the two-hour minimum compensation for up to two (2) times per day. In the event there are three (3) scheduled meetings, time will be compensated at the rate of actual time spent in addition to the two (2) two-hour minimums.

Article 11: FILINGS AND MEETINGS WITH THE DISTRICT ATTORNEY AND DEPARTMENTALLY SCHEDULED MEETINGS

- A. The need for a non-exempt employee to file a case with the District Attorney's Office outside of his/her scheduled duty shift, or attend required meetings with the District Attorney's Office scheduled outside a non-exempt employee's duty shift shall not be considered subpoenaed court appearance status and shall be considered as overtime. Employees will be compensated for either the actual time spent completing such filings and attending such meetings or for the minimum of two (2) hours at the rate of time and one-half (after the employee has reached their 40-hour work week), whichever is greater, provided that the two (2) hour minimum does not overlap with the employee's regularly scheduled work hours or with any subpoenaed court appearance time as described in the prior Article.
- B. The need for a non-exempt employee to attend a Departmentally scheduled meeting outside the employee's regular duty shift shall be considered as overtime and they will be compensated in accordance with Article 9. Employees required to attend will be compensated for either the actual time spent at such meeting or for the minimum of two (2) hours at the rate of time and one-half (after the employee has reached their 40-hour work week), whichever is greater, provided that the two (2) hour minimum does not overlap with the employee's regularly scheduled work.
- C. The employee must have the approval of their immediate supervisor, or the one requiring their attendance, prior to attending any meeting scheduled for a time outside the employee's scheduled duty shift.

Article 12: STANDBY COMPENSATION

- A. "Standby status" is defined as a non-exempt employee having been instructed by any person serving in a supervisory capacity to be available for immediate call to duty. Standby status is in effect any time the department restricts an employee so that the employee must be immediately available to respond to duty via notification by electronic messaging, telephone, or any other accepted method of notification. Standby compensation shall commence at the time that the restriction begins, as designated by the supervisor. Standby status will end at the notification of the employee by a person in a supervisory capacity or at the predetermined scheduled

conclusion. The department shall notify the employee of the standby hours, when possible, at the initial standby notification. Time spent on designated standby status shall be considered time worked for the calculation of overtime within a work week. Stand-by status is much more restrictive than On-Call status.

Article 13: IMMEDIATE CALL TO DUTY

- A. Immediate Call To Duty is defined as the right of the City to require an employee to immediately respond to duty at a time other than the employee's normally scheduled shift in response to an emergency situation as defined in the sole discretion of the City. For an Immediate Call To Duty, Call To Duty time shall commence at the time the employee is given notice of Call To Duty and will end when the appropriate supervisor releases him or her from duty. Employees who have been placed On Call or on Standby shall not be eligible for Immediate Call to Duty pay.
- B. No employee shall have the right to receive Immediate Call To Duty time if the reason the employee is being called back is to rectify a situation that is the result of the employee's failure to complete a normally accepted routine shift task as determined by the employee's supervisor. Examples of routine shift tasks are: completion of necessary documents, securing of special equipment, downloading information from devices such as cameras or completion of reports.
- C. Immediate Call To Duty pay shall be a minimum of two (2) hours of overtime pay or actual time worked at overtime rate, whichever is greater. However, when the Immediate Call To Duty time is less than two (2) hours and is contiguous to the employee's scheduled shift, the two (2) hour minimum shall not be applicable. At the request of the employee and with the approval of the supervisor, the employee may be granted compensatory time in lieu of overtime compensation.

Article 14: ON-CALL COMPENSATION

- A. Employees required by the department to be On-Call and respond when requested shall be compensated at the rate of one and one-half hours (1.5) of straight time for each day for which the employee is On-Call. Employees may choose to be paid in cash or compensatory time, with supervisor approval.
- B. An Employee is on On-call status when he/she is directed to be available and designated as On-call for a specified time period as determined by a supervisor via telephone, pager, police radio, or other means of communication so that they are available for and capable of reporting for work

within thirty (30) minutes. These individuals may be supplied with City communication devices such as cellular phones, pagers or radios to ensure their availability. On-call status limitations and response requirements are less severe than those associated with Standby status, and the employee is permitted to engage in personal activities that are not inconsistent with the purposes for being On-Call.

Article 15: ORDER-IN

A. Order-In

1. "Order-In" is defined as the right of the City to order an employee to report for duty and work a shift/assignment at a future date and time, other than the employee's normally scheduled shift and/or assignment.
 - a. This article does not affect the call-out plans of collateral assignments (e.g. SWAT).
 - b. Additionally, compensation for an order-in will be paid according to the provisions of this article and employees are not also entitled to compensation discussed in any other article (e.g. Article 14 On-call Compensation).
2. The City should give notice as soon as it determines that an employee will be ordered-in, and as soon as it determines an employee will be called-off (cancelled), for the upcoming shift/assignment.
 - a. If that order-in notice comes less than 12 hours before the scheduled start time, and the employee is eligible for overtime under Article 9:
 - i. The employee will receive two hours of pay at a rate of time-and-one half, based on the employee's hourly rate, or
 - ii. If the order-in is immediately before or after a previously scheduled shift, the employee will be paid for hours worked during the order-in assignment above the hours actually worked.
3. The City will Order-In employees using a seniority list based on each employee's service time in their current position or rank and will begin the Order-In assignment with the employee with the least seniority, moving up the list to those with most seniority, except as provided below.
 - a. Dispatch order-ins will utilize the "bucket hour" system as described in the FCPS SOP manual.
 - b. In determining who will be ordered in, supervisors managing the specific order-in shift/event may consider whether the next employee on the list has vacation approved by a manager, is on-call in another role for the agency, or whether utilizing that employee may violate any management-approved policy.
 - c. The seniority list will refresh every January 1st.

4. The Order-In assignment shall commence at the time the scheduled shift/assignment begins (as designated by the supervisor) and will end when the appropriate supervisor releases the employee from duty, or the scheduled shift/assignment is over.
 - a. If an employee who works an Order-In shift is entitled to overtime compensation (as required by Article 9), the employee will receive such compensation including:
 - i. Off-duty attendance at any order-in assignment pursuant to this article will be compensated at time and one-half for either the actual time the non-exempt employee spends or for two (2) hours, whichever is greater, provided that the two (2) hour minimum does not overlap with the employee's regularly scheduled work hours.

B. Coverage Responsibility and Cancellation Compensation

1. The ordered-in employee is responsible for fulfilling the shift/assignment or finding a replacement employee available and willing to replace the employee.
2. If the City determines the employee is no longer needed for the shift/assignment, a supervisor will contact the employee and inform them.
 - a. If the cancellation notice comes less than 24 hours prior to the scheduled start time, and the employee is eligible for overtime under Article 9, the employee will receive two hours of pay at a rate of time-and-one-half, based on the employee's hourly rate or if the order-in is related to a shift, the employee may choose to work the original assignment.
 - b. For the purposes of the call-in roster, that employee will be considered to have worked the Order-In shift/assignment.

Article 16: CANINE HANDLER, FTO, AND CTO COMPENSATION

- A. Canine handlers shall be compensated for the care and feeding of the canine by adding nine percent (9%) to their rate of pay as established by their rank and skill level.
- B. Field Training Officers ("FTOs") and Communications Training Officers ("CTOs") shall receive nine (9) minutes of straight time compensation for each sixty (60) minutes of authorized shift or agency-approved work activity in which they work with their assigned trainee.

Article 17: CLOTHING COMPENSATION

- A. The purpose of a clothing allowance is to provide a means for employees to offset the cost of purchasing “civilian” or “street” clothing in lieu of wearing the Agency-issued uniform while on duty. It is not the intent of the clothing allowance to furnish an employee with a complete wardrobe or expense money for any other purpose. It is intended that the clothing purchased will be suitable for on-duty appearance as determined by assignment and Division approval.
- B. The Chief of Police will designate employees of the department authorized to receive a yearly clothing allowance. The annual (calendar year) amount of the clothing allowance shall not exceed \$425.
 - 1. To help compensate for taxes that will be assessed to the employee for this payment, the City will “gross up” the employee’s pay by 30% of the dollar amount of the clothing allowance the employee utilizes in each year it’s authorized to the employee.
- C. Employees who are authorized to receive a clothing allowance are required to submit a Clothing Allowance Request form, with receipts attached for clothing purchased, to their immediate supervisor. Usually, clothing allowance funds will be available to authorized employees during the month of January of each year. Allowance payments may be requested at any time during the year until the designated limit is reached.
- D. Newly assigned employees will be permitted to receive a prorated allowance based on the date of their assignment.
- E. Items purchased during the month of December may be submitted for payment in the next year if they only draw on funding from the year of purchase.
- F. A clothing allowance payment will only be used for the purchase of the following business casual attire (socks and undergarments are not authorized items):
 - 1. Men’s suit, sports coat, or trousers;
 - 2. Women’s pants, dress, skirt, or suit;
 - 3. Shirts or blouses;
 - 4. Neck ties;
 - 5. Belts;

6. Shoes;
 7. Overcoats.
- G. Employees who wear Department issued uniforms on duty are permitted to have those uniforms laundered at the City's expense at a specified cleaner. Employees who are authorized to receive a clothing allowance are permitted to have items of personal clothing and their Department-issued uniforms which have been worn on-duty laundered at the City's expense at a specified cleaner. This does not include polo-style or t-shirts unless dry-cleaning is required for duty-related disinfection.
- H. The City will not pay for alterations of personal clothing. The City will pay for initial basic alterations (hemming and waist adjustment) of business clothing primarily worn for duty-related work and will pay for repair of duty-related damage to personal clothing when verified by a supervisor, and when the damage is not caused by negligence.

Article 18: VACATION LEAVE

- A. Employees are eligible to accrue vacation time beginning with the first day of employment. Vacation time is accrued bi-weekly each pay period. Employees cease accruing vacation time during any period of unpaid leave which exceeds thirty (30) consecutive calendar days.
- B. Full-time employees accrue vacation time in accordance with the schedules and examples below.
- C. Accrued vacation time may not be used until after the bi-weekly pay period in which it was accrued. The City will not advance vacation time or advance wages to employees in connection with use of vacation time.
- D. Employees may carry over to a new leave benefit year up to twice the amount of vacation time they are eligible to accrue as of the end date of the last pay period paid within the leave benefit year, up to a maximum of 30 days (240 hours). For example, a full-time employee who has been employed with the City for four years may carry over to the new leave benefit year a maximum of 30 days (240 hours) of vacation time.
- E. All vacation time which cannot be carried over is forfeited after the end date of the last pay period paid within the leave benefit year, unless an extension is authorized by the City Manager.

- F. All accrued but unused vacation time is payable upon separation from employment at the rate of one hour's pay (at the employee's regular hourly rate at the time of termination) for each hour of vacation time.
- G. Full-time employees accrue vacation time according to the following schedule:

| Years of Service from Date of Hire | Vacation Hours Accrued Per Pay Period | Total Days (8 hour) Accrued Per Year |
|------------------------------------|---------------------------------------|--------------------------------------|
| 0-3 yrs (0-36 mos.) | 4.62 hours | 15 days |
| 4-5 yrs (37-60 mos.) | 4.92 hours | 16 days |
| 6-7 yrs (61-84 mos.) | 5.23 hours | 17 days |
| 8-9 yrs (85-108 mos.) | 5.54 hours | 18 days |
| 10-12 yrs (109-144 mos.) | 6.15 hours | 20 days |
| 13-14 yrs (145-168 mos.) | 6.46 hours | 21 days |
| 15-16 yrs (169-192 mos.) | 6.77 hours | 22 days |
| 17-18 yrs (193-216 mos.) | 7.08 hours | 23 days |
| 19-20 yrs (217-240 mos.) | 7.38 hours | 24 days |
| Over 20 yrs (241 mos. +) | 7.69 hours | 25 days |

- H. A break in employment with the City will result in a loss of years of service credit. Only employment with the City in a classified or unclassified management position will be counted in determining years of service.

Article 19: HOLIDAY LEAVE

- A. Employees who are working or on paid leave at the time the holiday occurs may receive paid holiday time. If a holiday occurs during a paid leave, with the exception of the first 8 weeks of paid administrative leave, the employee must record holiday time (if they still have holiday time available) instead of the other paid leave. Employees on any unpaid leave are ineligible to receive paid holiday time. In addition, employees leaving employment may not use holiday time to extend their employment into the next calendar month.

- B. The designated holidays total eighty-eight (88) hours and the one floating holiday totals eight (8) hours.
- C. The City designates the following holidays each calendar year:

New Year's Day January 1st
Martin Luther King Day 3rd Monday in January
President's Day 3rd Monday in February
Memorial Day Last Monday in May
Juneteenth June 19th
Independence Day July 4th
Labor Day 1st Monday in September
Veterans' Day November 11th
Thanksgiving Day 4th Thursday in November
Day after Thanksgiving
Christmas Day December 25th

Depending upon the cycle of the leave benefit year, employees are provided with the designated holidays and one floating holiday. Employees are not credited with and may not use the floating holiday until after they have completed six continuous months of service.

- D. Holidays that fall on a Saturday are generally observed on the preceding Friday, and holidays that fall on a Sunday are generally observed on the following Monday. The Christmas Day holiday often falls within the first pay period of the following leave benefit year, so holiday time for that day will usually be credited and appear on an employee's time records for the following leave benefit year.
- E. Holiday hours are intended to be used on the designated holiday. Exempt employees who work on a holiday must record actual hours worked and take the holiday time off at a later date before the end of the leave benefit year. Non-exempt employees who during their regularly scheduled shift are required by a supervisor to work for 30 minutes or more on a holiday or the City observed holiday, may, at their option, either:
 - 1. Record only the hours worked and take the holiday time off on another date before the end of the leave benefit year, or
 - 2. Record on their time sheet up to the full number (8, 10, or 12) of hours in their regular schedule as worked (overtime) on the holiday (observed or designated) and record on their time sheet Holiday, Floating Holiday, Vacation, Compensatory, or Award leave (straight time) in an equal number of hours as those taken in overtime. If the employee's shift is fully contained in either the observed or designated holiday, he/she will enter this type of leave on only one of those days.

The employee cannot receive full payment of holiday pay for both the observed holiday and designated holiday. In the event the employee's shift(s) for a particular holiday cover part of each of a designated and observed holiday and they intend to record overtime and leave as described in this section, the employee will record those hours worked on either the observed or designated holiday up to the maximum hours in one of the employee's standard authorized shifts (i.e., 8, 10 or 12 hours.) The employee cannot receive full payment of holiday pay for both the observed holiday and designated holiday.

- F. Non-exempt employees who work on a holiday or the City observed holiday that is not part of their normal schedule, will be paid double time for the number of hours worked on the actual holiday or City observed holiday if they are required by a supervisor to work or if the employee volunteered to work in response to a supervisor's request or an Agency work sign-up (ie. New West Fest). The employee cannot receive full payment of holiday pay for both the observed holiday and designated holiday. In the event the employee's assigned shift(s) for a particular holiday cover/s part of each of a designated and observed holiday, the employee may record in six (6) minute increments any combination of hours worked on the observed and designated holidays up to the maximum hours in the assigned shifts.
- G. When a holiday occurs on an employee's scheduled day off, the employee may schedule time off with holiday pay on an alternate date before the end of the leave benefit year.
- H. When members of the Bargaining Unit do not use all of their Holiday or Floating Holiday leave by the end of the leave benefit year, no more than ten (10) hours of unused Holiday time and Floating Holiday time combined will be deposited from those unused balances into the FOP Time Bank, so long as the "donating" employee has not already donated their maximum ten (10) hours of time to the FOP, and only up to the overall maximum authorized four hundred (400) hours within the FOP Time Bank. All other unused Holiday and Floating Holiday time will be forfeited by the employee at the end of the final pay period of the leave benefit year in which the holiday occurred.
- I. Employees who actually work at least one full pay period in the new leave benefit year are eligible either to use or to receive pay upon separation from employment for accrued but unused floating holiday time which has not been forfeited.
- J. Only employees in positions that are required to work 24/7 shifts or who are designated by the Chief of Police as routinely being required to work on holidays are eligible to use holiday time prior to the date of the holiday for which holiday time is provided. If an employee uses holiday time early and then terminates employment with the City prior to the date of the holiday, the

holiday time that was used early shall be reimbursed to the City from the employee's accrued vacation time, if any, or will be deducted from the employee's payroll checks.

Article 20: MILITARY LEAVE

- A. Eligible Employees. Employees are eligible to take military leave for active duty or active or inactive duty training if they are members of the reserves or enlisted in any branch of the United States Armed Forces or are members of the National Guard of any state in the United States.

- B. Length of Paid Leave.
 - 1. Employees are provided with paid leave for a maximum of 15 working days (120 hours for full-time employees, prorated for less than full-time employees) per calendar year for active duty or active or inactive duty training with the National Guard or any branch of the U.S. Armed Forces.

 - 2. After exhausting the 15 days of paid military leave, an employee may choose to use accrued vacation time, compensatory time, and personal leave time, if applicable, and/or take leave without pay for active duty or active or inactive duty training with the National Guard or any branch of the U.S. Armed Forces. If an employee chooses to use the above-described accrued paid leave, such use must be at the rate of 40 hours per week (prorated for part-time employees based on their FTE) and can only be used during the initial portion of the leave. Once the leave becomes unpaid, an employee cannot begin using accrued paid leave. An employee may not use any other type of paid leave during military leave, including, but not limited to sick leave, injury leave, dependent care leave or emergency leave.

- C. Continuation of Health Insurance.
 - 1. After the first 30 continuous calendar days of unpaid leave for active military service, the City-sponsored health insurance for the employee and covered dependents will terminate. After coverage terminates, the employee may elect to continue coverage at his or her own expense and will be provided with detailed notice of the right to continue coverage.

 - 2. Employees who are reinstated after completing active duty or active or inactive duty training will be eligible for immediate coverage under any applicable health insurance plans existing at the time without a waiting period.

- D. Seniority and Pension Plans. Employees who are participants in any 401(a) defined contribution or City defined benefit retirement plan will continue to accrue years of service for vesting purposes during periods of military leave, and such leave will not constitute a break in service, so long as the employee complies with requirements for reinstatement after completing active duty or active or inactive duty training. During military leave, the employee's accounts will remain active and subject to fund transfers, changes in beneficiaries and other changes.
- E. Life and Disability Insurance. After the first 30 continuous calendar days of unpaid leave for active military service, coverage under the life and disability insurance plans sponsored by the City will terminate (check with FPPA regarding continuation of coverage options). These plans may contain limitations on coverage for death and disabilities which occur during a declared or undeclared war. For more information about the policy provisions, please contact the Human Resources Department for a copy of the summary plan descriptions or policies or contact the Fire & Police Pension Association (FPPA) for details of that coverage.
- F. Reinstatement. When all of the following conditions for reinstatement are met, employees will be reinstated to the same position they had at the time the military leave commenced or to a position of like seniority, status and pay.
1. The cumulative period of military service was no longer than five years unless a longer period is required by federal or state law.
 2. The individual employee must return to work or apply orally or in writing for reinstatement in a timely manner, as defined by federal and state law. While these laws contain exceptions which could extend the time an employee has to return to work, they generally define timely manner as follows:
 - a. Military service time of less than 31 days: reporting for work the next regularly scheduled work-day following safe travel time plus 8 hours.
 - b. Military service time of more than 30 days, but less than 181 days: submitting an application for reinstatement within 14 days after release from military service.
 - c. Military service time of more than 180 days: submitting an application for reinstatement within 90 days after release from military service.

3. The employee must provide documentation from the National Guard or U.S. Armed Forces that he or she honorably completed military service or active or inactive duty training, such as discharge papers.
4. An employee has the same right to reinstatement as if he or she had been continuously employed during the leave period. For example, the employee is not eligible for reinstatement if the job for which he or she was hired was for a specific time period which expired or project which was completed during the absence or if the position has been abolished. The City's circumstances must not have changed so as to make it impossible or unreasonable for the employee to be reinstated.
5. The employee is qualified to perform the duties of the pre-service position. If the employee is no longer qualified because of a disability, he or she will be re-employed in another existing job that he or she is capable of performing.

G. Lump-Sum Payment for Extended Military Leave.

1. After the first 30 continuous calendar days of unpaid leave for active military service and providing the employee has exhausted all accrued vacation leave, paid military leave, compensatory time and personal leave time, if applicable, an employee on military leave shall be paid a lump-sum amount of \$500.00, less withholdings and deductions.
2. An employee shall only be eligible for this payment once in any twelve-month period.
2. Multiple active-duty activations within a twelve-month period shall not entitle an employee to more than one payment within that twelve-month period. An employee is eligible for an additional payment if the extended military leave lasts longer than twelve consecutive months. This payment shall not be considered to be paid leave and therefore will not extend the coverage period for City-sponsored health, life, or disability insurance.

Article 21: BEREAVEMENT LEAVE

- A. All City employees may request to take reasonable time off, up to a maximum of five working days or 40 hours (includes any travel time), whichever is less, for bereavement leave for the death of or an anticipated death of an employee's family member, to include, spouse, child (both born and miscarriages), parent, grandparent, grandchild, sibling, in-laws, foster parents or siblings, half-family members, familial relationships associated with a partner in a civil union, domestic partner, or anyone for whom the employee or the employee's partner provide day-to-day care and financial support.

- B. Requests for bereavement leave must be made to the employee's manager as soon as the employee knows of the need for the leave.
- C. In the event that an eligible employee exhausts their bereavement leave allocation, the employee may use sick leave.

Article 22: JURY DUTY LEAVE

Employees will be paid while on jury duty up to a maximum of 25 working days in any 12-month period. The amount of pay will be the difference between jury duty fees paid and the employee's regular wages once the employee furnishes the Payroll Division with a statement showing the fees received. Any further time that an employee serves on jury duty is unpaid by the City unless the employee chooses to use accrued paid leave time, such as vacation or compensatory time.

Article 23: EMERGENCY LEAVE

- A. Employees may request to take reasonable time off, up to a maximum of five working days or 40 hours, whichever is less, per emergency, with pay for the following types of emergencies:
 - 1. A medical emergency of the employee only when the employee is ineligible for sick leave or has exhausted his or her sick leave balance. A medical emergency for the purpose of this section is defined as a non-work-related injury, illness or disability which requires both medical care by a physician or other health care practitioner, and admittance to a health care facility;
 - 2. A medical emergency (as defined above) of an employee's family member. A family member for purposes of this Article means the employee's child, spouse, civil union partner, sibling, parent, grandparent or grandchild, including natural, step, in-law and foster relatives, whether or not those relatives are living in the employee's home. "Family member" also includes any other relative of the employee (in addition to those listed in the previous sentence) as long as that other relative actually lives in the employee's home.
- B. Requests for emergency leave must be made to the employee's supervisor as soon as the employee knows of the need for the leave, but not later than 15 minutes after the beginning of the employee's regular shift. Requests for emergency leave may be granted or denied based on the above criteria at the discretion of the supervisor.

Article 24: INJURY LEAVE

- A. Unlike sick leave which does not cover cases of work-related illnesses or injuries, injury leave is paid time off for eligible employees who are placed off work due to an injury or illness that arose out of and occurred in the course and scope of employment with the City. Injury leave is paid in lieu of temporary disability payments.
- B. Eligible Employees.
1. Employees are eligible to use injury leave. Part-time employees are eligible for injury leave on a pro rata basis based on the number of hours they are regularly scheduled to work each workweek.
 2. Any employee who is unable to work because of an injury sustained as a result, in whole or in part, of his or her violation of a department or City rule or policy pertaining to safety, as determined in the sole discretion of the City, is ineligible to use injury leave.
 3. Any employee who has willfully misled the City concerning the employee's physical ability to perform the job and is subsequently injured on the job as a result, in whole or in part, of the physical ability about which the employee willfully misled the employer, is ineligible to use injury leave.
- C. Injury Reporting. Employees who are injured on the job, however slightly, or learn that they have an occupational illness, injury or disability must immediately report such information to their supervisors and Safety and Risk Management (SRM). Employees are also required to comply with the City's workers' compensation program requirements, including completing forms and providing information requested by the SRM and the City's designated physician/ health care practitioner.
- D. When Injury Leave May Be Used. Injury leave allows employees paid time away from work in order to recover from temporary injuries and illnesses that occurred in the course and scope of employment with the City. An eligible employee's use of injury leave will end upon reaching maximum medical improvement as determined by the City's designated physician. Injury leave time may be used by employees under the following circumstances:
1. The City's designated physician has placed the employee on a temporary "no work" status because of an injury, illness, disease, or temporary disability, including disability associated with any surgery, arising out of and occurring in the course and scope of the employee's employment with the City;

2. Necessary medical examinations and treatments for such injury, illness, disease or temporary disability, and reasonable travel time to and from a health care provider for that purpose;
3. The City, in the discretion of SRM or the City's designated physician, places the employee on injury leave rather than assigns modified duty or alternative duties. If the employee is released to perform modified duty and is offered such duty by the City, the employee must return to modified duty. Employees who refuse modified duty are not eligible to use injury leave.

E. Amount of Injury Leave Time.

1. During the first six months of employment, full-time employees receive twenty-four (24) hours of injury leave.
2. After six months of employment, full-time employees receive a total of 130 days (1040 hours) of injury leave in any 24-month period.
3. There is no waiting period for employees to be eligible for injury leave. The injury leave benefit is equal to 100% of the employee's base pay.
4. Regardless of the number of work-related illnesses, injuries or disabilities sustained, 1040 hours is the maximum time available in any 24-month period. For example, an employee with 1040 hours of injury leave who used 100 hours of injury leave during January 1998 and then used 40 hours during May 1998 would have 900 hours remaining available through December 1999. In January 2000, this employee will recover the 100 hours used in January 1998 and have 1000 hours available. In May 2000, the employee will recover the 40 hours used in May 1998 and (assuming no other use) again have 1040 hours available.

F. Notice of Absence to Employee's Department and Risk Management.

1. An employee who reports an occupational injury or illness is evaluated by the City's designated physician, who completes a Work Status Report after each visit. The report notifies the employee and supervisor of the length of absence, if any, and any restrictions on the employee's job duties. Please contact SRM with any questions about the Work Status Report or if the employee's job duties cannot be conformed to the restrictions.
2. Employees who know ahead of time about the need for injury leave (e.g., an appointment or therapy) must notify their supervisors as soon as the need for leave becomes known. Employees who need to use

injury leave unexpectedly (e.g., sudden relapse) must immediately contact the City's designated physician for treatment and authorization for absence, and also must notify their supervisor within 15 minutes after the beginning of the shift each day of the absence, unless earlier notice is required by a departmental work rule.

- G. Continuation of Benefits During Injury Leave. During paid injury leave under the terms of this Article, all benefits for which the employee is eligible will continue as though the employee were at work.
- H. Holiday Pay During Injury Leave. Employees who are eligible for paid holiday time and who are on injury leave during a designated holiday will receive holiday pay for that day in lieu of injury leave pay.
- I. Return from Injury Leave.
 - 1. Employees returning from injury leave may, at the sole discretion of the City, be required to:
 - a. Complete a fitness for duty examination by a physician or other health care provider designated and paid for by the City;
 - b. Obtain a release from that physician or health care provider confirming that the employee is able to return to work without endangering the health and safety of himself or herself or others; and/or
 - c. Obtain a description satisfactory to the City of any restrictions upon the employee's work activities.
 - 2. Employees returning from injury leave will be reinstated to the extent required by law and may be temporarily placed on modified duty in accordance with the Modified Duty Article.
- J. Failure or Inability to Return from Injury Leave.
 - 1. If employees do not return to work on the date expected back from injury leave, their employment with the City may terminate, at the discretion of the City.
 - 2. Sometimes, employees may have exhausted all injury leave, be unable to perform the essential functions of their positions with or without reasonable accommodations, if applicable, but not have reached "maximum medical improvement" according to the designated physician. The following provisions apply to such circumstances:

- a. An employee may request to use sick leave, if eligible and if the designated physician verifies that the employee is expected to return and perform all essential functions of the regular position with or without reasonable accommodations before the employee's sick leave balance is exhausted. Such a request must be made in writing, along with the physician's verification, and directed to the Chief Human Resources Officer, who has the discretion to grant or deny the request in whole or in part;
 - b. If an employee does not request to use sick leave, or if such a request is denied, the employee will be placed on leave which is unpaid by the City (but may be partially paid through the Workers' Compensation system) until one of the following happens:
 - i. The employee is able to return to perform the essential functions of the regular position with or without reasonable accommodations, if appropriate; or
 - ii. The employee reaches "maximum medical improvement" according to the designated physician;
 - c. The portions of the "Extended Leave" article regarding "Compensation During Extended Leave" and "Benefits During Extended Leave" apply to unpaid leaves under these circumstances.
- K. Applicability of Family and Medical Leave. Injury leave used for purposes of an employee's serious health condition will run concurrently with leave under the Family and Medical Leave Act ("FMLA").
- L. No Payment upon Separation from Employment. Employees who have available but unused injury leave at the time of separation of employment shall not be paid for such unused leave.

Article 25: ADMINISTRATIVE LEAVE

A. Paid Administrative Leave

1. Leave Is Required at City's Discretion. Employees may be required by the City to go on paid administrative leave at any time with or without cause or notice at the sole discretion of the City. Such notice shall be in writing to the affected employee. Circumstances under which such a leave may occur include, but are not limited to, the following:

- a. To make inquiries into or investigate a work-related matter;
 - b. To remove the employee from the workplace pending a pre-deprivation hearing or decision;
 - c. To protect the employee;
 - d. To protect the public;
 - e. To protect other employees or property in the workplace; or
 - f. To further any other work-related or business-related purpose.
2. Effect on Wages and Benefits. During paid administrative leave, employees will continue to receive benefits as if they were present at work.
 3. Employee Required to Remain Available. Employees on paid administrative leave must remain available so they can be contacted by telephone or personally during normal working hours from 0800-1700, excluding the noon lunch hour, Monday through Friday. This means an employee on paid administrative leave may not consider the leave time as vacation or personal time. The employee must provide the supervisor with telephone numbers where he or she can be reached during normal working hours and must promptly return calls from the supervisor or the Human Resources Department. In addition, the employee must obtain prior permission of the Deputy Chief, an assistant chief, Director or his/her designee, who placed the employee on administrative leave, to use accrued vacation, compensatory, holiday, or award time in order to be away from his or her residence for longer than a single workday.
 4. Paid administrative leave time shall supersede holiday time on a designated holiday that occurs within the first eight weeks of being placed on administrative leave. If an employee who has been placed on paid administrative leave exceeds eight weeks in that status, then the employee will use holiday time for any further designated holidays that occur while the employee is on paid administrative leave.

B. Unpaid Administrative Leave

Employees of the Bargaining Unit who have had charges filed against them by local, state, or federal prosecutor's office for any felony or any criminal charge that could result in a decertification, refusal to certify, or refusal to recertify by the Colorado Peace Officer Standards and Training

(POST) Board may be placed on unpaid administrative leave under the following circumstances:

1. Non-Voluntary Unpaid Leave –

An employee who has not completed his/her introductory period may be placed on unpaid administrative leave at the sole discretion of the Chief of Police or his/her designee. An employee who has completed his/her introductory period and has had criminal charges, as described under B above, filed against him/her may be placed on unpaid administrative leave if one of the following tests is met:

- a. The criminal charge/s filed by a local, state or federal prosecutor's office involve a felony; **OR**
- b. The criminal charge(s) filed by local, state or federal prosecutor's office, if true, could result a decertification, refusal to certify or refusal to recertify for the employee by the POST Board; and
- c. The available evidence is clear and convincing that the employee committed the offense.

2. Procedures for Non-Voluntary Unpaid Leave

- a. If a non-probationary employee has criminal charges filed against him/her that meet the description in 1(a) or 1(b) and 1(c) above, and the Chief/designee is considering placing that employee on unpaid administrative leave, the Chief/designee will convene an Advisory Board to provide opinion(s) to the Chief/designee as to whether or not the criminal charge(s) could result in a terminable offense or an offense that could result in decertification, refusal to certify, or refusal to recertify by the POST Board, and whether the evidence is clear and convincing that the employee committed the offense. The Advisory Board shall be comprised of a manager from within the City, appointed by the City Manager; an individual appointed by the President of the FOP; and the Deputy Chief, an assistant chief, or Director, that is not in the involved employee's chain of command, appointed by the Chief of Police. The Advisory Board members shall be presented with the available case documents, files, interviews, recordings and evidence to base their opinion(s) upon. The Advisory Board members shall have five business days to complete their opinions(s) once they receive the case file. For an offense that could result in decertification, refusal to certify, or refusal to recertify by the POST Board, the Advisory Board members must agree unanimously as to whether or not to place the employee on unpaid administrative leave in order to put their opinion(s) in writing for the Chief of Police/designee. In any

case, the Advisory Board members' opinions are not binding on the Chief's/designee's decision.

- b. Before a classified employee who has completed the introductory period may be placed on unpaid administrative leave, the employee must be provided with a pre-decision hearing by the Chief/designee for the purpose of providing the employee with the opportunity to be heard and to present information concerning whether or not the employee's placement on unpaid administrative leave is consistent with this Article and in the best interests of the City in maintaining the public's trust while the charges are pending. The employee may, at the employee's expense, have a member of the FOP or an attorney present at the hearing to provide advice and assistance. With the consent of the employee, the FOP may provide whatever information it believes to be relevant to the Chief/designee's decision. Following this pre-decision hearing, the Chief of Police/designee may place the employee on unpaid administrative leave until the criminal charges are resolved or an administrative investigation is concluded. The Chief/designee's decision with regard to unpaid administrative leave shall be final.
- c. A determination by the Chief/designee regarding whether or not an employee should be placed on unpaid administrative leave shall not be subject to a contract (Article 36) or disciplinary (Article 37) grievance. An employee retains all of the grievance rights set forth in Article 37 in the event that discipline is imposed during or following placement on unpaid administrative leave.
- d. Following the disposition of a felony criminal case described in 1.a above, the employee will remain on unpaid administrative leave, if previously placed on unpaid administrative leave by the Chief/designee, not to exceed six (6) months from the date the case reached a disposition. In the event that the administrative investigation is not completed within that time period, the employee will be placed on paid administrative leave, pending the completion of the administrative investigation. If the alleged felony violation is sustained by the Internal Affairs investigator or the chain of review, the affected employee is subject to disciplinary grievance process described in Article 37 while on unpaid administrative leave.
- e. Following the disposition of an employee's court case involving a charge described in 1.b above, the employee will remain on unpaid administrative leave, if previously placed on unpaid administrative leave by the Chief/designee. The administrative investigation will be completed as soon as possible, not to exceed sixty (60) days from the date the criminal case reached a disposition. In the event that

the administrative investigation is not completed within that time period, the employee will be placed on paid administrative leave, pending the completion of the administrative investigation. If the alleged offense that could result in a decertification, refusal to certify, or refusal to recertify by the POST Board is sustained by the internal affairs investigator or the chain of command, the affected employee is subject to the disciplinary grievance process described in Article 36 while on unpaid administrative leave.

- f. Following all criminal proceedings, if the Internal Affairs Office and the chain of review determine that the alleged felony or offense that could result in decertification, refusal to certify, or refusal to recertify by the POST Board is Not Sustained, is Unfounded, or is Exonerated, the Chief/designee or City Manager will determine within thirty (30) days if the employee will return to duty. If the employee is returned to duty, back pay, including any retirement or benefit payment(s) or accrual(s) will be issued to the employee, or made on behalf of the employee, as soon as possible, but not to exceed two pay periods from the date of that decision by the Chief/designee or City Manager. This provision shall not be applicable to an employee who requests to voluntarily go on unpaid administrative leave, or does not prevent the imposition of discipline, such as suspension without pay, as a result of an administrative investigation.
- g. An employee on unpaid administrative leave must provide a designated supervisor with contact information where he or she can be reached or messaged. The employee must reply to the supervisor or the Human Resources Department within one business day unless prior arrangements have been made for the employee to be unavailable. During the Administrative Investigation of an allegation that an employee has committed a felony or an offense that could result in decertification, refusal to certify, or refusal to recertify by the POST Board, the Internal Affairs Office may compel the subject employee to provide an interview, in accordance with Article 35 of this Agreement. Any hours associated with a compelled interview, or any other investigatory matters requiring the employee's presence will be considered hours worked and will be paid at the employee's normal hourly rate.
- h. An employee who is placed on unpaid administrative leave by the Chief of Police/designee may obtain outside non-police employment that does not conflict with Agency policy or hiring standards. Upon release from Unpaid Administrative Leave, the provisions of Policy 1040 pertaining to outside non-police employment shall apply.

- i. An employee, on unpaid administrative leave, will remain on the City's health, dental and vision insurance for as long as he/she pays the employee's portion of the premium. The employee's payment will be made on or before each paycheck date.

3. Voluntary Unpaid Leave Option

- a. During the Administrative Investigation of an allegation that an employee has committed a felony or an offense that could result in a decertification, refusal to certify, or refusal to recertify by the POST Board, the Internal Affairs Office, Chief of Police, or the Chief's designee, may compel the subject employee to provide an interview, in accordance with Article 35 of this Agreement.
- b. An employee who has had a felony charge or a charge that could result in decertification, refusal to certify, or refusal to recertify by the POST Board filed against him or her by a local, state or federal prosecutor's office, but who has not been placed on unpaid administrative leave by the Chief/designee, may voluntarily request to be placed on unpaid administrative leave to protect against self-incrimination should a Garrity interview be compelled by the agency. The request to be placed on unpaid administrative leave shall be made by the employee to the Chief Human Resources Officer. Upon the employee's request, the Chief Human Resources Officer will consult with the President of the FOP and the granting of unpaid administrative leave is subject to the approval of the Chief of Police/designee.
- c. If the request to be placed on unpaid administrative leave is granted, and the employee decides not to give a Garrity interview about the criminal charges, it shall not be considered insubordination or a violation of any policy regarding non-compliance with the administrative investigation or order. However, if there are other allegations of misconduct that are not elements of the criminal charges, the City may compel an interview with the employee regarding those allegations. Refusal to cooperate with that interview shall be considered insubordination and a violation of policy. Any hours associated with a compelled interview will be considered hours worked and will be paid at the employee's normal hourly rate.
- d. The City will continue the administrative investigation of the alleged felony or offense that could result in a decertification, refusal to certify, or refusal to recertify by the POST Board. When the investigation reaches a point where the employee's interview is

necessary prior to concluding the investigation, and the criminal case has not reached a disposition, the City will request the employee to cooperate in that investigation and submit to an interview. If the employee refuses and the City determines the alleged felony or offense (that could result in a decertification, refusal to certify, or refusal to recertify by the POST Board) is sustained without the employee's interview, the employee may be subject to disciplinary action, up to and including termination. The employee's refusal to cooperate is deemed to be a waiver of his/her grievance rights under Article 36 or Article 37. When the investigation reaches a point where the employee's interview is necessary prior to concluding the investigation, and the criminal case has reached a disposition, the employee is required to cooperate in that investigation.

- e. The employee may cooperate with the administrative investigation at any time after being placed on voluntary unpaid administrative leave. Following the employee's decision to cooperate in the administrative investigation, the employee will be placed on paid administrative leave unless and until the provisions of this Article pertaining to non-voluntary unpaid leave have been met. Once the employee agrees to cooperate, the employee shall not be able to change his/her mind and request to voluntarily be placed on unpaid administrative leave.
- f. An employee who is placed on unpaid administrative leave by the Chief of Police or his/her designee may obtain outside non-police employment that does not conflict with Agency policy or hiring standards. Upon release from Unpaid Administrative Leave, the provisions of FCPS Policy 1040 pertaining to outside non-police employment shall apply.
- g. An employee, on unpaid administrative leave, will remain on the City's health, dental, and vision insurance for as long as the employee pays the employee's portion of the premium. The employee's payment will be made on or before each paycheck date.

Article 26: EXTENDED LEAVE OF ABSENCE

- A. Employees may request an extended leave of absence without pay for a maximum period of one year in any five-year period. Such a request must be in writing and directed to the Chief of Police and the Chief Human Resources Officer. The request may be granted or denied at the sole discretion of the

City. In reaching such a decision, the City may, but is not obligated to, consider factors including, but not limited to the following:

1. Whether the employee has performed satisfactorily;
 2. The length of the employee's service with the City;
 3. The feasibility and cost of replacing the employee or reassigning work during the period of requested leave.
- B. Although extended leaves are without pay, employees may use any or all of their accrued but unused vacation, compensatory time and holiday time during the leave. Full-time employees electing to use paid time must do so at the rate of 40 hours per week, and part-time employees must do so on a pro rata basis based on their FTE. Employees may not use paid time after leave without pay begins. Employees may not use any other type of paid leave during an extended leave, including but not limited to sick leave, injury leave, dependent care leave or emergency leave. Employees are ineligible to receive holiday pay during the unpaid portion of an extended leave.
- C. During any portion of the extended leave that is paid, and during the first 30 continuous calendar days of unpaid leave, an employee will continue to participate in City-sponsored pension, deferred compensation, health insurance, employee assistance program, vision care, dental insurance, disability insurance, accidental death and dismemberment insurance, and life insurance, as if the employee were actually at work. The employee will also continue to accrue paid vacation and receive sick leave time, even though the employee may not use sick time during the leave.
- D. After the first 30 continuous calendar days of unpaid leave, the employee will cease accruing vacation time, cease receiving sick leave and injury leave time, and cease to be eligible to participate in any City-sponsored disability insurance, accidental death and dismemberment insurance and life insurance, except in accordance with conversion rights, if any, under the terms of such plans. In addition, after the first 30 continuous calendar days of unpaid leave, the employee's coverage, if any, under the City-sponsored health insurance, employee assistance program, vision services and dental insurance will terminate unless the employee elects to continue such coverage and pays 100% of all premiums for the elected coverage in a timely manner in accordance with the requirements of the City and the plans. The employee will be provided with a separate notice of the right to continue coverage with more specific information about premium amounts and required payments.

- E. The terms of any retirement plan or deferred compensation plan in which the employee participates will control how any unpaid portion of the leave is credited as service under the plan.
- F. The City cannot promise to hold an employee's position open during such a leave. An employee wishing to return to work after an extended leave will be placed in the first vacancy, if any, in the employee's type of position which becomes available within 90 days after the intended date of return, provided that the employee is able to perform all essential functions of the position with or without reasonable accommodation.
- G. The City will consider an employee's employment with the City to have terminated if any one of the following circumstances occur:
 - 1. If the employee does not provide written notice of his/her intent to return within the time frames set forth in a written agreement;
 - 2. If the employee does not accept reinstatement to the first opening in the employee's type of position offered within 90 calendar days after the intended return date;
 - 3. If the employee does not return to work from the leave within 90 calendar days after the intended return date because the position was not available or for any other reason; or
 - 4. If the employee resigns.
- H. If an employee's request for an extended leave of absence is granted, the employee must sign a written agreement which sets forth the terms and conditions of the extended leave. Employees shall be required to obtain the written agreement from the Human Resources Department or City Attorney's Office.
- I. Employees who are on a leave of absence from the department, and return to work within 12 months, shall retain their seniority, minus the time spent on an extended leave of absence.

Article 27: TIME TRADES

- A. Time trade is defined as an employee voluntarily agreeing to work the requesting employee's normally scheduled work hours. The requesting employee shall then work the granting employee's normally worked shift at a later, mutually agreed upon date. The employees participating in this time trade must be within the same division and of the same rank.

- B. Time trades shall be allowed providing the employees notify and obtain advance approval of their supervisors of the time trade. Once agreed upon and approved, employees will be responsible for working the shift or hours they agreed to work. If an employee is unable to fulfill their time trade obligations, it is his/her responsibility to arrange for an approved employee to fill the shift. However, if the employee cannot fill the shift because of an emergency, they must notify the affected supervisor immediately.
- C. Until a time trade has been approved by both supervisors, the employee who was originally scheduled to work the shift shall be responsible for working that shift.
- D. Hours worked when an employee is working or scheduled to work a time trade shall not be considered in the calculation of overtime or compensatory time. Each employee will be credited as if he/she worked his/her normal work schedule.

Article 28: AWARD TIME

The City shall establish and maintain a leave category for award time. A member shall submit a request to their supervisor to use Award Time leave, and such leave will be approved at the discretion of the supervisor.

Article 29: INSURANCE

- A. Medical Insurance.
 - 1. The City will continue to offer the City sponsored medical plan to employees. The maximum full-time employee contribution for employee only coverage is 15% of premium and for employee plus dependents is 30% of premium.
 - 2. The City may make changes in the plan providing it consults with the FOP prior to implementing any such changes.
- B. Vision Care Insurance. The City shall continue to offer the supplemental vision insurance to employees. Employees shall continue to pay 100% of the supplemental vision insurance premium.
- C. Dental Care Insurance.
 - 1. The City will continue to offer one (1) City sponsored Dental plan. The maximum full-time employee contribution for employee only coverage

will be 30% of premium and for employee plus dependents is 40% of premium.

2. The City may make changes in the plan providing it consults with the FOP prior to implementing any such changes.
- D. Any medical, dental or vision insurance made available to City employees shall be made available for domestic partners (as defined by City Policy) of members of the Bargaining Unit.
- E. Life Insurance. The City shall provide to the employee life insurance comparable to one (1.0) times the annual salary of the employee rounded up to the nearest one-thousand (1,000). The life insurance will be paid for by the City. The City may also choose to offer additional and optional low-cost life insurance up to three times salary with a total maximum of up to five hundred-thousand dollars (\$500,000). The employee shall pay all costs associated with the optional, additional life insurance.

Article 30: MODIFIED DUTY

- A. Availability of Modified Duty. Employees who are temporarily unable to perform all the essential functions of their jobs may be assigned to modified duty, where reasonably available at the discretion of the City. This excludes employees who have reached maximum medical improvement (MMI). The purpose of modified duty is to allow employees with temporary disabilities to continue working on a short-term basis until their condition improves and they are able to return to their regular positions. Employees may request modified duty, or the City may require employees to perform modified duty under certain circumstances. Employees assigned to modified duty will continue to receive their regular base rate of pay. Modified duty is not guaranteed to employees, but is only provided where it is reasonably available at the discretion of the City. Employees who are permanently disabled from performing the essential functions of their jobs are ineligible for modified duty.
- B. Modified Duty Defined. “Modified duty” means that one or more essential functions of the employee’s job are changed by the City, in its discretion, consistent with the recommendations of the employee’s health care provider or the City’s designated physician. An employee on modified duty may continue in the same position but with different or fewer duties or reduced schedule, or may be assigned to a different position or even a different department or work unit at the City’s discretion.
- C. Temporary Disability — Length of Modified Duty. A disability is considered to be “temporary” only when the employee establishes through the credible prediction of a health care provider (or, in the case of a work-related injury or

illness, the City's designated physician or one appointed by a court in lieu of the City's designated physician) that the employee will be able to return to her or his regular position and perform all essential functions of that position (with or without reasonable accommodations) within twelve months of the date the temporary disability began. Accordingly, a modified duty assignment is limited to a maximum of twelve months from the date the temporary disability began. In addition, in the case of temporary disabilities resulting from work related injury or illness, the City may, in its discretion, extend a modified duty assignment until the employee reaches maximum medical improvement in the opinion of the City's designated physician or one appointed by the court in lieu of the City's designated physician.

D. Certification Required for Modified Duty.

1. Employees may only be assigned to and continued on modified duty based upon written verification from a health care provider which:
 - a. describes the employee's work restrictions; and
 - b. states an anticipated date (which must be within twelve months from the date of disability) when the employee will be able to perform all essential functions of her or his regular position with or without reasonable accommodation.
2. The City may require employees to obtain such written verifications from their health care providers. The City also may require employees to be examined by the City's designated physician or one appointed by a court in lieu of the City's designated physician in order to obtain such verifications, seek clarification or additional information, confirm the need for modified duty, or provide a second opinion.
3. It is the employee's responsibility to ensure that any medical information required by the City is provided promptly upon request, including follow-up information, satisfactory clarification and updates. Modified duty may be denied or canceled, and the employee may be subject to disciplinary action for failure to undergo a medical examination or provide the types of information described above upon request.

E. Termination of Modified Duty. Modified duty will terminate twelve months from the date the temporary disability began or earlier if the City receives notice that, in the opinion of a physician or other health care provider, the employee's claimed disability is not "temporary" as defined in this Article. Modified duty also will terminate when the City receives written notice that the employee has reached MMI or is able to return to perform the essential functions of her or his regular job.

F. Return to Regular Position Following Modified Duty.

1. Although the City is unable to guarantee reinstatement, an employee returning from modified duty will be placed in her or his former position, if available, or will be offered the first opening, if any, in a comparable position for which she or he is qualified and which becomes available within 60 days of the date after the City receives both:
 - a. The employee's request for reinstatement; and
 - b. Written verification that the employee is able to perform the essential functions of her or his former position as described above.
2. Employees returning from modified duty must obtain a release from a physician or health care provider confirming that the employee is able to return to work without endangering the health and safety of herself or himself or others and obtain a description satisfactory to the City of any accommodations necessary to allow the employee to perform the essential functions of her or his regular position. In addition, the City may, at its discretion, require the employee to complete a fitness for duty examination by a physician or other health care provider designated and paid for by the City.

Article 31: SICK LEAVE

A. This Article is intended to provide employees with time off work for brief non-occupational illnesses or injuries.

B. Eligible Employees.

Employees are eligible to use paid sick leave in accordance with this Article.

C. When Sick Leave May Be Used. Employees may take available but unused paid sick leave under any of the following circumstances:

1. The employee has a non-occupational mental or physical illness, injury, or health condition; needs a medical diagnosis, care or treatment related to such illness, injury or condition; or needs to obtain preventive medical care;
2. The employee needs to care for a family member who has a mental or physical illness, injury or health condition; needs a medical diagnosis, care or treatment related to such illness, injury, or condition; or needs to obtain preventive medical care;

3. The employee or the employee's family member has been the victim of domestic abuse, sexual assault, or criminal harassment, and the use of leave is to:
 - a. seek medical attention for the employee or the employee's family member to recover from a mental or physical illness, injury, or health condition caused by domestic abuse, sexual assault, or harassment;
 - b. obtain services from a victim services organization;
 - c. obtain mental health or other counseling;
 - d. seek relocation due to domestic abuse, sexual assault, or harassment; or
 - e. seek legal services, including preparation for or participation in a civil or criminal proceeding relating to or resulting from the domestic abuse, sexual assault, or harassment;
4. A public official has ordered the closure of the school or place of care of the employee's child or of the employee's place of business due to a public health emergency, necessitating the employee's absence from work.
5. "Family member" means a person who is a spouse, child (both born and miscarriages and adopted), parent, grandparent, grandchild, sibling, in-law, foster parent or sibling, half-family member, familial relationship associated with a partner in a civil union, domestic partner, or anyone for whom the employee or the employee's partner provide day-to-day care and financial support.
6. When the employee adopts a child or receives a foster child providing the following conditions are met:
 - a. the employee must certify in writing that he or she will be serving as care giver for the adopted or foster child during the leave use;
 - b. the use of this leave may not be used prior to placement of the child in the employee's care pursuant to a final decree of adoption or foster placement, nor later than three months after the date of final decree of adoption or foster placement;
 - c. if both adoptive or foster parents are eligible employees of the City, only one parent may use leave for this purpose;

- d. the adopted or foster child must be under eighteen years of age at the time of placement;
 - e. use of sick leave for this purpose shall run concurrently with Family and Medical Leave time, if applicable.
7. When an employee is unable to work after reaching maximum medical improvement (as determined by the City's designated physician or one appointed by a court in lieu of the City's designated physician) from a workers' compensation eligible injury, illness, or disability, but is eligible for the City's long term disability insurance coverage, makes application for such benefit upon reaching maximum medical improvement, and diligently pursues a determination of benefit eligibility.
8. If an employee has given birth, that employee may access any remaining sick leave after any short-term disability leave/benefit provided to the employee for the employee's medical recovery following childbirth for baby bonding. Baby bonding may be used continuously or intermittently. The employee will provide their manager and the human resources department with a request for leave at least 30 days before the leave's proposed date (If the leave was not foreseeable, then notice must be sent as soon as possible).
- a. A parent not giving birth may, upon the child's birth, utilize sick leave because they are not eligible for short-term disability pay.
 - b. Foster and adopted parents who did not utilize short-term disability may access sick leave immediately for baby bonding as currently outlined in the policy. If both parents are City employees, both may use their sick leave balances.
 - c. Baby bonding time is available for the 12 months following the birth or placement of a foster or adopted child.
 - d. If a holiday occurs while the employee is using sick leave for baby bonding, the day will be charged as holiday pay.
 - e. An employee who uses sick leave for baby bonding, that does not qualify for FMLA leave, will be offered the same level of job protection when the employee is on baby bonding leave as if the employee were on FMLA-qualifying leave.
 - f. Use of sick leave for this purpose shall run concurrently with Family and Medical Leave time, if applicable.

D. Amount of Sick Leave

1. At the beginning of each leave benefit year, employees shall receive 120 hours of sick leave for use during that leave benefit 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. For example, if an employee begins employment at any point during the fifth pay period of the leave benefit year, the pro-ration shall be calculated based on the first workday of that pay period, and the employee shall receive 101.5 hours of sick leave (22 pay periods remaining of the 26 available) after the employee completes the first 30 days of employment.

E. Notice of Brief Absence (4 Days or Less). This portion of the Article applies to employees with brief illnesses (such as the flu) and minor medical procedures where the employee reasonably expects to be absent four days or less, even if the absence ends up being longer.

1. Employees who need to use sick leave for an unexpected, brief illness must contact their supervisor or other designated person within the department 30 minutes or more before the beginning of the shift each day of the absence.
2. Employees who need to be absent for a scheduled medical appointment or short-term procedure or treatment must notify their supervisor or other designated person in the department as soon as the need for the absence is scheduled with the health care provider. Employees must schedule appointments outside regularly scheduled work hours when possible.

F. Notice of Prolonged Absence (More Than 4 Days) or Intermittent Leave. This portion of the Article applies to employees who need to be absent for illnesses or medical procedures for more than four days, or who need to use sick leave intermittently.

1. Employees who need to use sick leave for a prolonged, scheduled medical procedure or treatment (such as surgery, childbirth or recurring therapy) must notify their supervisor as soon as learning of the need for such a leave, or no less than 30 days before expecting to use leave. The notice must specify the reason for the leave, the date it's expected to begin, and the expected duration. For intermittent leave, which is not available for birth or care of a newborn child or placement of an adopted or foster care child, the notice must specify the reason for the leave and the scheduled dates and times for the absences.

2. Employees who unexpectedly become seriously ill or require prolonged treatment or recovery (or someone on behalf of the employee) must call the supervisor as soon as reasonably possible under the circumstances.
3. Supervisors should notify the Human Resources Department any time an employee requests a prolonged sick leave.

G. Required Information.

1. Employees are responsible for making sure that all of the requested information is provided promptly, including follow-up information and updates. Sick leave may be denied or terminated, and the employee may be subject to disciplinary action up to and including termination of employment, for failure to undergo a medical examination or promptly provide the types of information described in this Article.
2. Employees who request sick leave or who have used sick leave may be required by their supervisor or the Human Resources Department to do the following:
 - a. Periodically communicate with the supervisor or the Human Resources Department regarding the anticipated date of return to duty;
 - b. Provide written verification of the following from the physician or other health care provider treating the employee:
 - i. Date on which the condition commenced;
 - ii. Nature and extent of illness or injury, but only as is necessary to determine the employee's ability to perform job functions;
 - iii. duration of illness or injury;
 - iv. Confirmation that the employee is unable to perform essential job functions;
 - v. Anticipated date on which the employee may return to work;
 - vi. Release stating that the employee is able to return and perform his or her duties without endangering the health and safety of himself or herself or others, and describing restrictions on the employee's work activities;

- vii. In the case of intermittent absences:
 - aa. The dates on which the treatment is expected to be given and the duration of treatment; and
 - bb. Confirmation that intermittent leave is medically necessary, and the expected schedule and duration of the intermittent leave.
 - c. Undergo a fitness for duty examination by a physician or other health care provider designated and paid for by the City; obtain a release from a physician or health care provider confirming that the employee is able to return to work without endangering the health and safety of himself or herself or others; and/or obtain a detailed description satisfactory to the City of restrictions on the employee's work activities.
 - d. Employees who request sick leave based on a family member may be required by their supervisor or the Human Resources Department to provide information and documentation verifying the illness or injury of the family member or the family member's medical appointments.
- H. Sick Leave During Vacation. Sick leave may not be used during a scheduled vacation, compensatory or award time off, except under extraordinary circumstances. A request to use sick leave during a scheduled vacation, compensatory or award time off must be made to, and may be granted or denied in the discretion of, both the employee's department or division head and the Director of Human Resources.
- I. Holiday Pay During Sick Leave. Employees who are eligible for holiday time and who are on sick leave during a designated holiday must record holiday time for that day (if available) and not sick leave. An employee who is scheduled to work on a holiday and becomes sick must record holiday time (if available) only for the day.
- J. Continuation of Benefits During Sick Leave. During paid sick leave under the terms of this Article, all benefits will continue as though the employee were at work.
- K. Misuse Prohibited. Employees are prohibited from using sick leave except under the circumstances described at the beginning of this Article. Employees who, in the City's judgment, misuse sick leave are subject to disciplinary action and sick leave benefits may cease. When there appears to be a

possibility that sick leave is being misused, the department or division head or supervisor may:

1. Make further inquiry of the employee about past or ongoing use of the leave time;
2. Require the employee to provide the type of information or submit to medical examinations as described above; and/or
3. Require the employee to provide written medical verification or be seen by the City's designated physician in order to use any further sick leave.

L. Return from Sick Leave.

1. Employees returning from sick leave may, at the discretion of the City, be required to:
 - a. Complete a fitness for duty examination by a physician or other health care provider designated and paid for by the City;
 - b. Obtain a release from that physician or health care provider confirming that the employee is able to return to work without endangering the health and safety of himself or herself or others; and/or
 - c. Obtain a description satisfactory to the City of any restrictions upon the employee's work activities.
2. If employees do not return to work on the date expected following sick leave, or decline a comparable position, their employment may terminate.

M. Applicability of Family and Medical Leave and Family Care Leave Acts. Sick leave used for purposes of childbirth or serious health condition of the employee, or caring for the employee's spouse, civil union partner, child, or parent suffering from a serious health condition will, in addition to sick leave, be counted as leave under the Family and Medical Leave Act ("FMLA") and the Colorado Family Care Act ("FCA") as applicable.

N. No Payment upon Separation from Employment. Employees who have available but unused sick leave at the time of separation of employment shall not be paid for such unused leave. However, if a terminated employee returns to work with the City within a six-month period from the date of separation, the

City will reinstate any uncompensated, accrued sick leave balances for that employee.

Article 32: SHORT-TERM DISABILITY LEAVE

- A. This Article is intended to provide employees with income replacement associated with time off for certain short-term disabilities arising from non-occupational illnesses or injuries. Employees are eligible to use short term disability leave in accordance with this policy.

- B. When Short-Term Disability Leave May Be Used.
 - 1. An employee may take available short-term disability leave when he or she is disabled and unable to perform his or her job due to a non-occupational personal illness, injury, or other medical condition. For purposes of this policy, the term “disabled” means that the employee is unable to perform one or more of the essential functions of his or her job with the City and the employee is not on full-time modified duty pursuant to Article 30.
 - 2. The fact that an employee is provided with partial day or week modified duty shall not disqualify an otherwise qualified employee from using partial day or partial week short-term disability.
 - 3. An employee shall not be permitted to use short term disability leave if the employee is on an unpaid leave of absence for 30 continuous calendar days. For the purposes of this paragraph, if an employee works 10 hours or less during a 30-day period, that period shall be considered a leave of absence.

- C. Amount and Commencement of Short-Term Disability Leave.
 - 1. An employee may be eligible for short term disability leave for up to 90 calendar days per incident, so long as the employee is under the care of a qualified healthcare provider and disabled as determined by the City’s short-term disability administrator. The first consecutive 14 calendar days of being disabled shall be an elimination period and shall be unpaid unless the employee is permitted to use available sick leave, vacation leave, award time, accrued but unused holiday time, and/or compensatory time. The next six (6) weeks of short-term disability leave will be paid by the City at 100% of the employee’s regular pay based on the position’s designated FTE, excluding commissions, bonuses, overtime pay or any other extra compensation. The remaining four (4) weeks and six (6) days will be paid at 75% of the employee’s regular pay. An employee may choose to use any available vacation leave, sick leave, award time, accrued but unused

holiday time, donated time, or compensatory time to increase the short-term disability leave from 75% to 100% of the position's designated FTE.

2. The elimination period of 14 calendar days is the period of time an employee must be continuously disabled before disability benefits are payable.
3. If an employee returns to work following the use of paid short-term disability leave and subsequently becomes qualified for available short-term disability leave again within two consecutive calendar weeks of returning to work due to the same or related causes, the employee will not be required to complete a new elimination period.

D. Notice of Intent to Use Short-Term Disability Leave.

1. An employee who needs to use short-term disability leave for a prolonged, scheduled medical procedure or treatment (such as surgery or childbirth) must notify his/her supervisor as soon as learning of the need for such a leave, or about three months before expecting to give birth. The notice must specify the reason for the leave, the date it is expected to begin, and the expected duration.
2. An employee who unexpectedly becomes seriously ill or requires prolonged treatment or recovery (or someone on behalf of the employee) must call the employee's supervisor as soon as reasonably possible under the circumstances.

E. Required Information.

1. Employees are responsible for making sure that all of the requested information is provided promptly, including follow-up information and updates. Short-term disability leave may be denied or terminated, and the employee may be subject to disciplinary action up to and including termination of employment, for failure to undergo a medical examination or promptly provide the types of information described in this Article.
2. Employees who request short-term disability leave or who have used short term disability leave may be required to do the following:
 - a. Periodically communicate with the supervisor or the City's short-term disability administrator regarding the anticipated date of return to duty;

- b. Provide written verification to the City's short-term disability administrator of the following from the physician or other health care provider treating the employee:
 - i. Date on which the condition commenced;
 - ii. Nature and extent of illness or injury, but only as is necessary to determine the employee's ability to perform the job functions;
 - iii. Probable duration of illness or injury;
 - iv. Confirmation that the employee is unable to perform essential job functions and a description of the essential job functions that the employee is able to perform along with any work restrictions;
 - v. Anticipated date on which the employee may return to work;
 - vi. Release stating that the employee is able to return and perform his or her duties without endangering the health and safety of himself or herself or others, and describing restrictions on the employee's work activities;
- c. Undergo a fitness for duty examination by a physician or other health care provider designated and paid for by the City; obtain a release from a physician or health care provider confirming that the employee is able to return to work without endangering the health and safety of himself or herself or others; and/ or obtain a detailed description satisfactory to the City of restrictions on the employee's work activities.
- d. Provide all information necessary to the City's short-term disability administrator so that he or she may make an eligibility determination.

F. Misuse Prohibited. Employees are prohibited from using short term disability leave except under the circumstances described in this Article. Employees who, in the City's judgment, misuse short term disability leave are subject to disciplinary action and short-term disability leave benefits may cease. When there appears to be a possibility that short-term disability leave is being misused, the department or division head or supervisor may:

- 1. Make further inquiry of the employee about past or ongoing use of the leave time;

2. Require the employee to provide the type of information or submit to medical examinations as described above; and/or
3. Require the employee to provide written medical verification or be seen by the City's designated physician in order to use any further short-term disability leave.

G. Denial or Termination of Short-Term Disability Leave. Short-Term Disability Leave shall be denied or terminated on the earliest of:

1. Expiration or exhaustion of the leave.
2. Recovery from disability.
3. Termination of employment.
4. Failure of the employee to provide medical records and information deemed necessary by the City to administer this Article.
5. Failure of the employee to follow the provisions of this Article or to reasonably cooperate with the City in administering this Article.
6. Failure of the employee to meet the eligibility requirements of this Article.
7. The employee is approved to receive long term disability benefits.

H. Limitations and Exclusions.

1. An employee shall not be eligible to use short-term disability leave during any of the following periods:
 - a. Any period the employee is not under the regular and continuing care of a physician providing appropriate treatment by means of examination and testing in accordance with the disabling condition.
 - b. Any period the employee fails to submit to any medical examination requested by the City or requested by the City's short-term disability administrator.
 - c. Any period of disability due to mental illness, unless the employee is under the continuing care of a licensed mental health care provider.

- d. Any period of disability due to drug and alcohol illness, unless the employee is actively supervised by a physician or rehabilitation counselor and is receiving continuing treatment from a rehabilitation center or a designated institution approved by the City.
2. An employee shall not be eligible to use short-term disability leave if the employee's disability is due to any of the following:
 - a. War, declared or undeclared, or any act of war.
 - b. Active participation in a riot, rebellion, or insurrection.
 - c. Committing or attempting to commit an assault, felony or other illegal act.
 - d. Injury or sickness for which the employee is entitled to benefits under any Workers' Compensation, Occupational Disease, or similar law.
 - e. Injury or sickness sustained while doing any act or thing pertaining to any occupation for wage or profit.
 - f. Sickness or injury due to cosmetic or reconstructive surgery, except for such surgery necessary to correct a deformity caused by sickness or accidental injury.
- I. Holiday Pay During Short-Term Disability Leave. Employees who are eligible for holiday time and who are on short term disability leave during a designated holiday must record holiday time for that day (if available) and not short-term disability leave.
 - J. Continuation of Benefits During Short-Term Disability Leave. During short-term disability leave under the terms of this Article, all benefits will continue as though the employee were at work.
 - K. Return from Short-Term Disability Leave.
 1. Employees returning from short-term disability leave may, at the discretion of the City, be required to:
 - a. Obtain a release from their physician or health care provider confirming that the employee is able to return to work without endangering the health and safety of himself or herself or others;

- b. Obtain a description satisfactory to the City of any restrictions upon the employee's work activities; and/or
 - c. Complete a fitness for duty examination by a physician or other health care provider designated and paid for by the City.
- 2. If employees do not return to work on the date expected following short-term disability leave, or decline a comparable position, their employment may terminate.
- L. Applicability of Family and Medical Leave. Short-term disability leave used for purposes of childbirth or serious health condition of the employee will, in addition to short-term disability leave, be counted as leave under the Family and Medical Leave Act ("FMLA") if applicable. (Please refer to the "Family and Medical Leave" policy in the City of Fort Collins Personnel Policies and Procedures.)
- M. No Payment upon Separation from Employment. Employees who have available but unused short-term disability leave at the time of separation of employment shall not be paid for such unused leave.
- N. Administration of Article.
 - 1. The City may, in its discretion, use a third-party administrator to administer all or any part of this Article.
 - 2. A request for a review of a decision made by a third-party administrator shall initially be made in writing to the third-party administrator within 30 calendar days of the provision of notice of the decision to the employee. A copy of the request for review should also be forwarded to the City's Benefits Manager. Thereafter, the employee may appeal in writing the final decision of the third-party administrator to the City's Benefits Manager within 30 calendar days of the provision of notice of the third-party administrator's final decision. The decision of the Benefits Manager shall be final and not subject to grievance under Article 36.

Article 33: PENSION AND DEATH AND DISABILITY CONTRIBUTION

- A. The City shall contribute eleven percent (11%) of the base salary of sworn police officers and dispatchers in each year of this contract to a 401 Plan managed by the City-designated administrator (Administrator), and the employee shall contribute eight and one-half percent (8.5%) of the employee's base salary to the 401 Plan. The employee will have the choice of

investment strategies for the plan as managed and offered by the Administrator.

- B. For Community Service Officers, in each year of this contract, the City shall contribute eight percent (8%) of the employee's base salary to a 401 Plan managed by the Administrator, and the employee shall contribute three percent (3.0%) of the employee's base salary to the 401 Plan. The employee will have the choice of the investment strategies for the Plan as managed and offered by the Administrator.
- C. The City shall pay the entirety of the state mandated contributions for death and disability coverage pursuant to C.R.S. § 31-31-811(4) for all officers hired on or after January 1, 1997.
- D. The City will provide long-term disability insurance coverage for those sworn officers and communications dispatchers who are no longer eligible for state mandated disability coverage under FPPA and are at least 55 years of age and have completed 25 years of continuous employment in their respective positions with the City. This coverage shall be pursuant to the terms and conditions of the insurance coverage provided to other classified employees of the City.

Article 34: POST EMPLOYMENT HEALTH PLAN AND DEFERRED COMPENSATION

- A. Employees shall participate and contribute to a Post Employment Health Plan (PEHP) based on the contribution in Schedule A below.
- B. The City shall sponsor and contribute to a PEHP plan on behalf of the BU members based on years of service to the City and as employees of Fort Collins Police Services, based on the contribution in Schedule A below.
- C. Schedule A

| Years of Service | Percent of Contribution (each, Employer and Employee) |
|---|--|
| 0 – 9.99 years of service | 1.25% of base salary |
| 10 – 19.99 years of service | 1.50% of base salary |
| 20 years of service until retirement | 1.75% of base salary |

- D. Employees shall have the right to invest the contributions how they wish in accordance with applicable guidelines and according to the PEHP's investment options. A payroll deduction account shall be designated whereby the contributions are deducted and deposited directly into the employee's

PEHP on behalf of the employee in accordance with the applicable guidelines.

- E. The City shall pay out an employee's sick leave balance at a rate of 10% of the balance at the end of the leave balance year. The 10% of sick hours left will be added to the employee's PEHP. Ex. An employee ends the year with 80 hours in their sick leave bank. They receive 8 hours (10%) of straight time value deposited into their PEHP.
- F. When eligible employees pass one of the milestone anniversaries (based upon cumulative service to FCPS) listed in the table below, the City will make a one-time contribution in an employee's PEHP consistent with the amounts in the table immediately below. This contribution will be made no later than the first pay period after the end of the quarter if the employee is employed on the date of the agency employment milestone anniversary.

| Agency Employment Milestone Anniversary | One-time PEHP contribution |
|---|----------------------------|
| 10 year | \$5,000 |
| 15 year | \$7,500 |
| 20 year | \$12,000 |
| 25 year | \$15,000 |

- G. Additionally, as a one-time "catch-up," for those eligible employees who have already passed one of the milestone anniversaries (based upon cumulative service to FCPS) noted above by December 31, 2021, and are still employed as of that date, the City will make a one-time contribution in the employee's PEHP in the applicable amount in the table below. Such contributions will be made by the end of the first quarter of 2022.

| Agency Employment Milestone Anniversary passed as of December 31, 2021 | "Catch-up" PEHP contribution |
|--|------------------------------|
| 10 year | \$5,000 |
| 15 year | \$7,500 |
| 20 year | \$19,500 |
| 25 year | \$34,500 |

- H. Retired employees who, pursuant to the terms and conditions of the 2019-2021 collective bargaining agreement between the parties, qualified for a four-thousand-dollar (\$4,000) contribution to their retiree health savings will continue to receive those contributions until they turn 65 years of age.
- I. Employees who have not met the eligibility criteria of 55 years and completed 20 years or more of continuous employment, if deemed permanently disabled via FPPA or the City's long-term disability carrier, once separated from employment, shall be eligible to receive a one-time stipend in the amount of fifteen thousand dollars (\$15,000), which will be deposited into the PEHP, offered by the City. Employees who separate from employment for cause as that term is defined in Article 37 or who are not "in good standing" as that term is defined in Fort Collins Police Services Policy Manual, as amended, are not eligible for this benefit.
- J. Employees shall be permitted to participate in the 457 deferred compensation plans. Employees shall have the option to contribute a portion of their base salary to the 457 Plan. Nothing shall prohibit the employee from contributing any amount they desire within federal or other applicable guidelines, for such accounts.
 - a. The City of Fort Collins will match up to 3% of the employee's base salary, except those in the CSO position, which will be applied to the 457 Deferred Compensation Plan at the employee's discretion, as permitted by the applicable and federal guidelines.
 - b. A payroll deduction account shall be designated whereby the employee's 457 deferred compensation plan contribution is deducted from the employee's paycheck and deposited directly into the employee's 457 deferred compensation plan.

Article 35: PROCEDURES FOR ADMINISTRATIVE INVESTIGATIONS

- A. Purpose of an Administrative Investigation. The purpose of an administrative investigation is to determine whether or not any Agency or City rules, regulations, policies, procedures, or training directives have been violated. This provision only sets forth the procedures for administrative investigations. The rights and expectations of employees and City management in matters other than procedure are within the sole and exclusive discretion of City management. Employees should review all departmental and City rules, policies, procedures, and directives for an understanding of the non-procedural aspects of administrative investigations.
- B. Separation Between Administrative and Criminal Investigations. Administrative and Criminal investigations shall be conducted separately and

managed by different individuals. The criminal investigator shall not have access to evidence, results, and other information that came from compelled disclosures made by the investigated employee or that were obtained from leads furnished by such disclosures. Additionally, information that is regulated by the Colorado Open Records Act, such as the contents of an employee's personnel file, shall only be released in a manner consistent with that Act.

C. Authority to Investigate.

1. Except for investigations related to complaints or allegations of harassment, discrimination, or retaliation based on an individual's race, color, religion, national origin or ancestry, sex, age, sexual orientation, pregnancy, physical or mental disability or veteran status, made by a member of the Collective Bargaining Unit about the conduct of another Agency employee (referred to hereafter as "Discrimination Allegations"), the Chief of Police has primary authority to conduct all administrative investigations of Department employees, or cause them to be conducted.
2. Any Discrimination Allegation, that if true, constitutes a violation of City policy will be investigated by a representative of the City Manager's Office assigned to investigate all such allegations or such representative will oversee an investigation.
3. The Chief or City Manager may request and authorize the City's Human Resources Department to conduct an administrative investigation.
4. All supervisors have the authority to conduct administrative investigations when authorized to do so by Policy or by the Chief. The Chief may direct any supervisor to conduct an administrative investigation.

D. Procedures Afforded Employees.

1. An employee who is the subject of an administrative investigation shall be informed in writing, within a reasonable period of time of the complaint being filed, of the existence of the complaint and/or charge which initiated the administrative investigation, except that such disclosure may be withheld until the investigation is completed if the Chief determines that disclosure might jeopardize the investigation.
2. An employee who is the subject of an administrative investigation shall be provided an opportunity to respond to the complaint and/or charge.

3. An employee who is the subject of an administrative investigation shall be assured that the Department will consider the employee's response.
4. An employee complainant and an employee who is the subject of an administrative investigation shall be provided with notice of the determination of the complaint/charge within a reasonable time following the conclusion of the administrative investigation.
5. An employee complainant and an employee who is the subject of an administrative investigation shall be permitted to have one representative of his/her choice present for any interview or procedure required of the employee during the administrative investigation. However, the representative shall not be a witness or the subject or potential subject of the administrative investigation which is being conducted concerning the employee or be involved in either the employee's administrative or criminal investigation or be a supervisor in the chain of command of the employee. The representative's role shall be restricted to that of an advisor to the employee, and not as a participant in the questioning or investigation. The employee's representative may not interfere with the questioning or investigation. The employee may request the presence of the representative before or during the interview.
6. Administrative investigation interviews of the employee shall be conducted at reasonable hours, unless the seriousness of the allegation requires immediate action. The duration of the interview of an employee shall be for a reasonable period of time and shall allow for reasonable personal necessities and rest periods. The employee being interviewed shall not be subjected to offensive language or threatened with transfer or discipline. However, an employee may be advised that failure to cooperate in the investigation, including a refusal to honestly and completely answer relevant questions, could result in discipline up to and including termination of employment. The interviewer shall make no promise or offer of a reward to the employee as an inducement to answer questions. The interview may be audio and/or video tape recorded by the Department. Upon request, the Department will provide a copy of the tape to the employee without charge. Questions asked of an employee during an interview must be reasonably relevant to the administrative investigation. However, the employee's failure to recognize the relevance of a question shall not be justification for the employee to refuse to answer the question.
7. While the Department will make a reasonable effort under the circumstances to schedule the interview of an employee at a time convenient to the employee's representative if requested, the Department shall establish the time for the interview based primarily on

the needs of the investigation and the availability of investigating personnel as determined by the Department.

- E. Levels of Administrative Investigation. Consistent with the terms of this provision, the Chief of Police shall establish an administrative investigative process that encompasses different levels of investigation. Such investigatory levels and the process associated with them shall be as established by Departmental policies and/or Standard Operating Procedures. This process shall be consistent with the disciplinary grievance process set forth in this Agreement.
- F. Administrative Investigation Tools.
1. Administrative investigations will be conducted using all standard investigative methods, procedures, tests, examinations, and tools appropriate and reasonable under the circumstances as determined by the Department. The Department may require an employee under administrative investigation to submit to such methods, procedures, tests, examinations and tools that the investigator deems may yield relevant information or evidence. Refusal of the employee to submit to such methods, procedures, tests, examinations and tools shall subject the employee to discipline up to and including termination of employment. The employee shall be provided with written advance notice of the disciplinary consequences of refusal.
 2. An employee may request an Intoxilyzer, blood, urine, physical or psychological examination, or polygraph examination if the employee believes such would be beneficial to their defense. If the Department believes the results of the test could be relevant to the matter being investigated, the Department will pay for the cost of the test(s). The results of the requested tests may be used in any administrative or criminal investigation.
 3. Polygraph examinations for supervisory-initiated or complainant-initiated administrative investigations will not be administered without specific prior approval of the Chief of Police. An employee who is the subject of a complainant-initiated administrative investigation shall not be required to take a polygraph examination unless the complainant has first undergone a polygraph examination and been found to have been truthful as to the material allegations, in the opinion of the examiner. An employee who is the subject of a supervisory-initiated administrative investigation may be required to take a polygraph examination regardless of whether or not any other person has first undergone a polygraph examination. When polygraph examinations are administered, they will be specifically, directly, and narrowly related

to the performance of the employee's official duties, and to the issues raised in a specific investigation.

4. Employees may take additional tests or examinations for the purpose of seeking a second opinion. The cost of these tests or examinations shall be borne by the employee.
5. All tests and examinations will be conducted pursuant to any applicable state or federal laws, and any information obtained regarding the medical condition of an employee will be kept confidential in a separate medical file.

G. Employee Review of Administrative Investigation Files.

1. At any time during or after the completion of an administrative investigation, employees shall be provided without charge a copy of their own interview recordings or transcripts and their own statements.
2. Other than as set forth in the preceding paragraph, employees will not have access to any portion of an administrative investigation file without the written consent of the Chief of Police. The Chief shall provide his written consent if he/she determines that such access is necessary in order to allow the employee to prepare for a scheduled disciplinary hearing, or the Chief otherwise determines that such access is in the best interests of the City.
3. Other than as set forth in paragraph G.1. above and paragraph J below, employees will not have access to any portion of an internal investigation file involving Discrimination Allegations without the written consent of the City Manager. The City Manager may provide his or her written consent if he/she determines that such access is necessary in order to allow the employee to prepare for a scheduled disciplinary hearing, or the City Manager otherwise determines that such access is in the best interests of the City.

H. Constitutional and Statutory Rights Preserved. The administrative investigation procedures set forth in this provision shall not be applied or interpreted to diminish the constitutional or statutory rights of any employee.

I. Any alleged violation of this Article is grievable pursuant to Article 37 (Disciplinary Grievance) and not pursuant to Article 36 (Contract Grievance).

J. Review Procedures for Investigations into Discrimination Allegations

1. At the conclusion of an investigation into Discrimination Allegations as described in paragraph C.2 above, a three-member panel will be convened to conduct a review of the investigation file to determine

whether the investigation is sufficient. The three-member panel will use Robert's Rules of Order in conducting their meetings and in making any determinations about whether the investigation is sufficient. The three-member panel may, at its discretion, recommend that further investigation occur. Upon completion of its review, the three-member panel may concurrently convey any observations or recommendations regarding the Discrimination Allegations investigation and findings reached by the investigator. The results of the three-member panel review will be provided to the City Manager's representative described in paragraph C.2 above.

2. The three-member review panel shall be made up of an employment legal expert retained by the City, a member of the Collective Bargaining Unit with no less than five years of service as an employee of Fort Collins Police Services and a City of Fort Collins management level employee who is not employed by Fort Collins Police Services. The Bargaining Unit member will be selected through a random drawing and must not be a complaining party, a witness, or investigation subject related to the investigation to be reviewed. Another random drawing is required if the name drawn during the random drawing is a relative of either the complainant or subject employee. "Relative" is defined the same as in the Fort Collins Police Services policy manual. The Bargaining Unit member who participates on the three-member review panel will be advised in writing of his or her obligation to keep all information obtained during the investigation review confidential at all times.

Article 36: CONTRACT GRIEVANCE

- A. A grievance under this contract grievance provision shall be confined to an alleged violation of any express provision of this Agreement and shall not include any disciplinary or Article 35 (Procedures for Administrative Investigations) matters. A grievance may only be filed for a specific action or inaction of the City. Any employee may discuss any matter with their supervisor without invoking the formal grievance procedure provided in this provision. Likewise, the FOP may discuss any matter with City management without invoking the formal grievance procedure provided in this provision.
- B. The following grievance procedures shall be followed:
 1. A grievance must be initiated by either an aggrieved employee or by the FOP on behalf of any one or more individual aggrieved employees. The grievant must reduce the grievance to writing, provide the reason for the grievance, specify the provisions of the Agreement allegedly violated, set forth the facts relied upon to support the grievance, and state the desired disposition of the grievance.

2. The grievant must provide the written grievance to the Deputy Chief, Assistant Chief, or Director of the employee's Division, with a copy to the Chief Human Resources Officer and the FOP, within ten (10) business days from the occurrence of the grieved event or from when the grievant should have reasonably learned of the grieved event.
3. The Deputy Chief, an assistant chief, Director, or their designee shall have ten (10) business days, excluding absences from the usual work site for the Deputy Chief, an assistant chief, Director, or designee, from receipt of the written grievance to issue a written decision to the FOP.
4. If the grievant is not satisfied with the written decision of the Deputy Chief, an assistant chief, Director, or their designee, the grievant may appeal the grievance to the Chief of Police. The written appeal, specifically stating the portions of the decision disagreed with and the reasons for the disagreement, must be provided by the grievant to the Chief, with a copy to the Chief Human Resources Officer and the FOP, within ten (10) business days from the date of issuance to the FOP of the Deputy Chief's, an assistant chief's, Director's, or their designee's decision.
5. The Chief of Police, or his/ her designee, shall have ten (10) business days, excluding absences from the usual work site for the Chief or his/her designee, from receipt of the written appeal to issue a written decision to the FOP.
6. If the grievant is not satisfied with the written decision of the Chief of Police, or his/her designee, the grievant may appeal the grievance to arbitration. The written appeal, specifically stating the portions of the decision disagreed with and the reasons for the disagreement, must be provided by the grievant to the Chief Human Resources Officer and the FOP, within ten (10) business days, excluding absences from the usual work site for the employee, from the date of issuance to the FOP of the Chief's or his/her designee's decision.
7. Upon receipt of a timely written appeal, the Chief Human Resources Officer or his/her designee shall attempt to reach an agreement with the grievant as to the selection of a neutral arbitrator to hear and decide the grievance. In the event that the parties are unable to reach an agreement, either the grievant or the City may refer the matter to the Federal Mediation and Conciliation Service ("FMCS") to request a list of seven (7) arbitrators, and the parties shall select the arbitrator alternately striking names from the list until one arbitrator remains, who shall be the arbitrator selected. The finding of the arbitrator shall be final and binding on all parties.

8. The arbitrator shall have the authority to hold meetings and make procedural rules. The arbitrator shall have access to all arbitrated decisions concerning the interpretation and application of this Agreement. The findings of the arbitrator must be consistent with law, including federal and state laws and the City Charter, 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. The fees and necessary expenses of any arbitration, including the arbitrator's fee, but excluding all fees and expenses incurred by either party in the preparation or presentation of its case, shall be borne equally by the City and the FOP.
 9. If the grievant fails to comply with any time limit set forth in this provision, the grievance shall be deemed forfeited. If the City fails to comply with any time limit set forth in this provision, the grievance shall be deemed denied as of the last day of the time limit and may be moved to the next step within the time frames set forth in that step. The grievant and the City may agree in writing to extend any time limit set forth in this provision.
 10. Either the grievant or the City may request a certified court reporter to take a stenographic record of the evidence taken at the arbitration hearing. The party requesting a stenographic record shall provide a copy to the arbitrator and 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.
 11. A grievant, at his/her own cost, may be represented by an FOP official or legal counsel at any step in the grievance process. Likewise, City management may be represented by legal counsel at any step in the grievance process.
- C. The City shall compile a record of all grievances filed pursuant to this provision. The record shall be used by the City to compile an annual report of the outcomes of the grievances. The annual report shall be made available to the FOP and the Management Labor Committee, if any.
- D. The term "business day" means any Monday through Friday that the general offices of the City are open for business.

Article 37: DISCIPLINARY GRIEVANCE

- A. A grievance under this disciplinary grievance provision shall be confined to complaints of disciplinary matters as specified herein and shall not include any matters having to do with alleged violations of any provision of this

Agreement, other than Article 35 (Procedures for Administrative Investigations) matters. A grievance may only be filed for a specific action of the City.

- B. Any employee may discuss any matter with their supervisor without invoking the formal grievance procedure provided in this provision. Likewise, the FOP may discuss any matter with City management without invoking the formal grievance procedure provided in this provision.
- C. Only employees who have completed their introductory period of employment with the City shall be entitled to the procedures set forth in this provision. The introductory period is that period of employment from the commencement of employment for a period of time determined by the City during which an employee is "at will" and employment is at the mutual consent of the employee and the City. Accordingly, either the introductory employee or the City may terminate the employment relationship at any time without cause or notice, and the City may impose discipline at will at any time with or without cause or notice. However, employees who are promoted and placed on a promotional introductory period shall be subject to the procedures set forth in this provision during the introductory period, but only with respect to their continued employment with the City at their pre-promotion position. Accordingly, during the promotional introductory period, the City may return the employee to his/her former position at any time without cause or notice.
- D. What constitutes cause for discipline is within the sole and exclusive discretion of City management. "Cause" is described in City Personnel Policy and Procedure section 10.1.2. Employees should review all departmental and City rules, policies, procedures, and directives, as well as civil and criminal law, the City Code, and the City Charter for an understanding of some actions or inactions that may bring about the imposition of discipline.
- E. For the purpose of establishing the applicable grievance procedures, disciplinary actions by the City are divided into the following two categories:
 - 1. Major discipline, defined as a disciplinary suspension without pay of thirty (30) hours or more, disciplinary demotion, or termination of employment for a disciplinary reason.
 - 2. Minor discipline, defined as an oral or written reprimand, disciplinary suspension without pay of less than thirty (30) hours, or failure to promote for a disciplinary reason.
- F. Pre-decision Hearing.
 - 1. Prior to the imposition of major discipline or a disciplinary suspension of less than thirty (30) hours, an employee shall be provided with

notice and an opportunity to be heard. The City shall provide the employee with written notice of the pre-decision hearing that contains the following information:

- a. A description of the performance problem, misconduct, or other reason for the recommended discipline.
 - b. Related background information, such as previous disciplinary actions.
 - c. Type of discipline being recommended.
 - d. Date, time, and location of the hearing.
 - e. Notice that the employee may have a member of the FOP or an attorney present at the hearing.
 - f. Signature line for the employee to acknowledge receipt of the notice.
2. Unless waived by the employee, the pre-decision hearing will be held before the Chief of Police or his/her designee. The hearing will provide the employee with the opportunity to be heard and present information concerning the proposed discipline. The employee may, at the employee's expense, have a member of the FOP or an attorney present at the hearing to provide advice and assistance. With the consent of the employee, the FOP may provide whatever information it believes to be relevant to the Chief's decision.

Also, with consent of the employee, an FOP Review Board may provide input to the Chief prior to his/her decision. Such FOP Review Board shall consist of not more than three (3) employees selected by the FOP. The time spent by the FOP Review Board members approved in advance by the Chief shall be paid at straight time by the City and shall not be considered hours worked under the Fair Labor Standards Act for purposes of calculating overtime. The FOP Review Board must complete its review and submit a written report of its review to the Chief or his/her designee within fourteen (14) calendar days of its receipt of the investigative report from the Chief or his/her designee and its written report shall be provided not less than three (3) business days prior to the pre-decision hearing.

The Chief may have supervisors and an attorney present at the hearing to provide advice and assistance. The City will make a reasonable effort to set the hearing for a date and time convenient to the employee, his/her representative, and if applicable, the FOP.

Unless waived by the employee, the FOP, and the City, the hearing will be audio tape recorded.

3. A decision whether to impose major discipline and, if so, what type, will be made within a reasonable time after the hearing. Factors such as the availability of information and the need for further investigation may delay the decision. If the Chief is unable to render a decision within ten (10) business days of the conclusion of the hearing, the Chief shall provide to the employee and the employee's representative a written explanation for the delay and an estimate as to the date when the decision shall be rendered. The employee and his/her representative shall be provided the decision in writing.
4. If the employee waives the hearing, the decision will be based upon the information available to the Chief and the employee's personnel record.

G. Grievance Procedure for Major Discipline.

1. A grievance of major discipline must be initiated by the aggrieved employee. The grievant must reduce the grievance to writing and provide the reason for the grievance and the desired disposition of the grievance.
2. The grievant must provide the written grievance to the Office of the City Manager with a copy to the Chief Human Resources Officer within fifteen (15) business days after receipt of the written notice of the imposition of major discipline.
3. Upon receipt of a timely written grievance, the Chief Human Resources Officer shall schedule a major discipline post-decision hearing with a hearing officer appointed by the City Manager who shall be an attorney licensed to practice law in the State of Colorado and not a City employee. The hearing officer shall not have had any direct involvement in the disciplinary decision. The City will make a reasonable effort to set the hearing for a date and time convenient to the employee and his/her representative. The hearing shall be conducted pursuant to the provisions of policies and procedures adopted by the City Manager. At the hearing, the hearing officer shall review relevant evidence, including but not limited to written documents and oral testimony, which is offered by the City or the employee. The hearing officer may also ask questions of the parties and witnesses during the hearing. The employee, at his or her expense, may have a member of the FOP or an attorney present at the hearing to provide advice and assistance. With the consent of the employee, and if the FOP is the employee's sole representative during

the appeal hearing, the FOP shall be permitted the opportunity to provide the hearing officer with relevant information and closing argument prior to the hearing officer rendering a decision.

4. After the hearing, the hearing officer shall issue written findings in accordance with policies and procedures adopted by the City Manager. The City Manager or his/her designee shall review the hearing officer's findings and make the final decision regarding cause and level of discipline. This decision shall be final for purposes of judicial review. The Chief Human Resources Officer will forward a copy of the hearing officer's findings and the City Manager's decision to the Chief of Police and the City Attorney's Office and may also provide copies to other involved supervisory staff.

H. Grievance Procedure for Minor Discipline.

1. A grievance of minor discipline must be initiated by the aggrieved employee. The grievant must reduce the grievance to writing and provide the reason for the grievance and the desired disposition of the grievance.
2. The grievant must provide the written grievance to the Deputy Chief, an assistant chief, Director, or their designee, with a copy to the Chief Human Resources Officer within ten (10) business days after receipt of the written notice of the imposition of minor discipline.
3. The Deputy Chief, an assistant chief, Director, or their designee shall endeavor to produce a written decision within ten (10) business days from receipt of the written grievance. With the consent of the employee, the FOP shall be permitted the opportunity to provide information to the Deputy Chief, an assistant chief, Director, or their designee prior to the rendering of a decision. Factors such as the availability of information, the need for further investigation, the desire to meet with the grievant, and the desire to have other supervisors in the chain of command review the grievance may delay the decision. If the Deputy Chief, an assistant chief, Director, or their designee is unable to render a decision within the ten (10) business days, the Deputy Chief, an assistant chief, Director, or their designee shall provide to the employee and the employee's representative a written explanation for the delay and an estimate as to the date when the decision shall be rendered.
4. If the grievant is not satisfied with the written decision of the Deputy Chief, an assistant chief, Director, or their designee, the grievant may appeal the grievance to the Chief of Police or his/her designee. The written appeal stating the reasons for dissatisfaction must be provided

by the grievant to the Chief, with a copy to the Chief Human Resources Officer, within ten (10) business days from the date of issuance to the grievant or FOP, as applicable, of the Deputy Chief's, an assistant chief's, Director's, or their designee's decision.

5. The Chief of Police shall endeavor to produce a written decision within ten (10) business days from receipt of the written grievance. With the consent of the employee, the FOP shall be permitted the opportunity to provide information to the Chief or his/her designee prior to the rendering of a decision. Factors such as the availability of information, the need for further investigation, the desire to meet with the grievant, and the desire to have other supervisors in the chain of command review the grievance may delay the decision. If the Chief is unable to render a decision within the ten (10) business days, the Chief or his/her designee shall provide to the employee and the employee's representative a written explanation for the delay and an estimate as to the date when the decision shall be rendered. The decision of the Chief or his/her designee shall be final and binding and no further appeal shall be permitted.

I. Procedures Applicable to All Major and Minor Disciplinary Grievances.

1. If the grievant fails to comply with any time limit set forth in this provision, the grievance shall be deemed forfeited. If the City fails to comply with any time limit set forth in this provision, the grievance shall be deemed denied as of the last day of the time limit and may be moved to the next step within the time frames set forth in that step. The grievant and the City may agree in writing to extend any time limit set forth in this provision.
2. A grievant may be represented by an FOP official or legal counsel, at the employee's expense, at any step in the grievance process. Likewise, City management may be represented by legal counsel at any step in the grievance process. However, a specific FOP official cannot be involved in the grievance process if such official is a witness to the matter being grieved.
3. If any City decision-maker in the grievance process is directly involved as a witness in establishing the facts of a relevant event, that City decision-maker shall appoint a designee to fulfill that decision-maker's role. In the alternative, the decision-maker may direct the grievance process to proceed to the next level of review.
4. The term "business day" means any Monday through Friday that the general offices of the City are open for business.

- J. This Article entitled "Disciplinary Grievance" is the sole method for grieving disciplinary actions. Nothing under this Article shall be subject to the provisions of the previous Article entitled "Contract Grievance," including the arbitration provisions thereof.
- K. Procedures Applicable to Minor or Major Discipline Resulting from Discrimination Allegations Investigation
1. After the three-member panel review described in Article 35. J, a supervisor recommending any minor or major discipline based on the results of a Discrimination Allegations investigation will consult with a representative of the City Manager referred to in Article 35. C regarding the appropriate level of disciplinary action. Such supervisor retains full authority to recommend any level of disciplinary action he or she deems appropriate.
 2. If the Chief of Police receives a recommendation for minor or major discipline as the result of a Discrimination Allegation investigation, the Chief of Police will consult with a representative of the City Manager referred to in Article 35. C regarding the appropriate level of disciplinary action. The Chief of Police retains full authority to decide any level of disciplinary action he or she deems appropriate.
 3. No supervisor who has been identified as the subject of a Discrimination Allegations investigation will be permitted to participate in reviewing recommended disciplinary action for the complainant until the Discrimination Allegation investigation is complete and resulting disciplinary action, if any, is final.

Article 38: FURLOUGHS AND LAYOFFS

- A. When the City determines, in its sole discretion, that a furlough is warranted because of budgetary reasons or service prioritizations, the City will consult with representatives of the FOP through the Labor/Management committee prior to determining the process by which the furlough will be implemented.
- B. Situations may occur when the City determines, in its sole discretion, that a reduction or change in the work force is warranted because of lack of work, budgetary reasons, staff reduction, or reorganization which result in the dismissal of one or more employees. The following provisions apply to such terminations.
- C. Layoffs will be decided on the basis of seniority within each of the following career lines: Sworn officers, Community Service Officers, and Dispatch employees. The least senior, based on seniority and regardless of rank, in a

career line will be laid off until the target reduction, as set by management, is met.

- D. Employees whose positions are eliminated or who are notified that they will be terminated may apply for any open positions within the City, either before or after their separation from employment.
- E. A random drawing will be used to identify which employees with identical seniority within a career line will be subject to the layoff.
- F. Prior to any layoff, the City shall announce the intended positions to layoff, and any employee may choose to voluntarily leave or retire, if eligible, in order to reduce the number of employees to be laid off.
- G. Recall from layoff shall be in reverse order of layoff with the last employee displaced within a career line to be the first employee recalled to work within the applicable career line of Sworn officers, Community Service Officers, and Dispatch. Eligibility for recall expires one (1) year from the date of the layoff. Notice of recall shall be by certified mail sent to the employee's address on file in the Human Resources Department. The employee shall have 10 days to report back to work unless a reason, satisfactory to the City, is given during that 10-day period. An employee who fails to respond to the recall or who declines the recall will no longer be eligible for recall. In order to be eligible for re-employment, the recalled employee must continue to be minimally qualified for the position that he or she vacated.

Article 39: FITNESS TESTING

- A. The Physical Fitness Team will be responsible for scheduling and administering voluntary physical fitness assessment tests twice a year at about six-month intervals. The purposes of the tests are to provide employees with information on their levels of fitness and to serve as an incentive to develop good fitness. Fitness test procedures and equipment must be approved by the Chief of Police or his/her designee and individual test sheets will be maintained in a locked file cabinet in the work out facility. Awards will be granted based on participation and performance.
- B. The Fitness Team will be responsible for the specifics of the testing process under the following procedures.
 - 1. Each employee may earn up to a maximum of 20 hours of Award Time per test, based on their participation and overall performance. In addition, the Department may provide other incentives or award times as recommended by the Fitness Team. Employees may accrue an unlimited amount of award time; however, award time earned under

this program is not in any way convertible to cash payment at any time, except as provided in Article 44 (Payment of Benefits Upon Separation or Death).

2. Fitness instructors will conduct physical fitness assessments to determine an employee's ability to participate in the process and instructors have the authority to refuse an employee's participation or postpone the test if there is an indication that the employee is ill, injured, or not physically able to participate.
3. Should an employee be injured during the testing process, they shall cease testing and notify the instructor at once. Medical attention should be sought, if needed and appropriate reports completed.
4. Employees may test during regular work hours if scheduling permits or may be granted flex time if they test during non-work hours.
5. In fairness to all employees, the tests must be completed during the time frame specified in the announcement of the tests in order to be eligible for awards. Employees who are required to test because of a job assignment, but who cannot complete the testing during the specified time frame, may complete the test at a later date, but will not receive incentive awards.
6. Part-time employees may participate in the program with the awards being adjusted accordingly.
7. Employees will be notified of their results as well as any awards earned. Files of the results will be retained for employee information, instructor's program evaluation, and for the Department to gather generalized statistical information.

Article 40: EMPLOYEE ASSISTANCE PROGRAM

The City will provide an Employee Assistance Program to employees. The Program will include up to eight (8) counseling visits that will be without cost to the employee.

Article 41: SENIORITY

A. Basis for Calculating Seniority.

1. Department Seniority: Every employee shall have a seniority rank commensurate with the amount of time they have been continuously employed by the Police Department.

2. Job Seniority: Employees who are promoted to Community Service Officer (CSO) Supervisor, Sergeant, Lieutenant, or Dispatch Supervisor shall have Job Seniority within that specific position. Job Seniority begins anew every time an employee is promoted.
3. Team/Unit Seniority: Employees shall have Team/Unit Seniority when assigned to a specialized work team/unit. Team/Unit Seniority begins anew every time an employee is assigned to a new specialized work team/unit.

B. Shift Assignments.

1. The time, place, and manner of shift bidding will be established at the discretion of the Department.
2. Seniority shall be the sole factor in assigning shifts as set forth below unless the Chief of Police or his/her designee determines that the needs of the Department make it necessary to assign an employee or group of employees to a shift regardless of seniority.
 - a. Patrol Officers and Community Service Officers shall bid for work shift assignments based on seniority calculated as the length of time they have been continuously employed in their position at the Police Department.
 - b. Dispatcher IIIs/Call-takers (Skill levels I through III) and Radio Dispatchers (Skill levels IV through VI) are classified as two different positions for the purpose of establishing seniority. During shift bid, each position has designated shifts available for bidding. Employees will bid for their shift based on their seniority within their respective position.
 - i. Radio Dispatchers will bid first on shifts in order of the length of time an employee has been continuously employed in a Radio Dispatcher position.
 - ii. Then, Dispatcher IIIs will bid for shifts in order of the length of time each has been continuously employed in a Dispatcher III/Call-taker position.
 - c. CSO Supervisors, Patrol Sergeants, and Communications Supervisors shall bid for work shift assignments based on Job Seniority.
 - d. Lieutenants and the Communications Manager shall be assigned to a shift or other duty position by their

Deputy/Assistant Chief or Director based on the needs and best interests of the Division they are assigned to.

- e. At the current time, teams within the Criminal Investigations Division do not have multiple shifts. If a Detective team is assigned to multiple shifts, the Detectives within that team shall bid for work shift assignments based on Team Seniority.
 - f. Corporals in the Extended Duty Assignment shall bid a shift, from a list of available shifts provided by the Assistant Chief, or his/her designee, based on seniority from their selection date as a Corporal.
 - g. If implemented, Senior Dispatchers shall bid a shift, from a list of available shifts provided by the Director, or their designee, based on seniority from their selection date as a Senior Dispatcher.
- 3. Employees who fail to participate in the shift bidding process will lose their seniority factor in determining shift assignment and shall be placed on a shift as determined by management.
 - 4. Patrol employees shall be permitted to trade shifts with other Patrol officers of like rank provided all of the officers between the Patrol employees who are trading shifts agree to the trade.
 - a. The Chief of Police or his/her designee may deny such a trade if it is not in the best interest of the department, if there is a need for an employee to remain on a specific shift for consistency in supervision or as a result of a disciplinary action.

C. Vacation Leave.

- 1. The time, place, and manner of vacation leave bidding and minimum staffing requirements will be established at the discretion of the Department.
 - a. Patrol Officers, Corporals, and Community Service Officers will bid for vacations based on seniority as calculated in the Shift Assignments section of this Article. Patrol Officers, Corporals, and CSOs may bid for one continuous primary vacation period up to his/her current annual accrual rate for the entire bid period. Officers, Corporals, and CSOs will also have the option to bid a secondary vacation as long as the total amount of time for both the primary and secondary vacations does not exceed the officer's anticipated accrued vacation total at the time the leave

commences. The secondary vacation bid will not be finalized until all the bids for the primary vacation period have been implemented.

- b. The Communications Manager, Lieutenants, and Sergeants will schedule their vacations with the approval of their supervisors. Officers/Detectives assigned to special units will also schedule vacations with the approval of their sergeants.
 - c. Dispatchers and Communications Supervisors shall bid vacation leave periods based on seniority as calculated in the Shift Assignments section of this Article. Dispatchers and Communications Supervisors will be allowed to bid a maximum of 80 hours of vacation during the first round of vacation bid. The vacation time can be in one or two block increments. A maximum of two Dispatchers will be allowed to bid off per day, unless an exception to this rule is approved by the Communications Manager. Following the first round, those employees with more than 80 hours of anticipated accrued vacation as of the date the vacation would commence can choose to bid additional vacation time.
2. The Chief of Police or his/her designee may deny a vacation bid period for employees based on the needs of the Department regardless of seniority.
 3. Employees who fail to participate in the vacation leave bidding process will lose their seniority factor in determining vacation leave approval and shall only be permitted to take vacation leave as staffing level requirements and the needs of the Department permit.
 4. Employee requests for the use of vacation leave at times other than those obtained by bidding shall only be granted as staffing level requirements and the needs of the Department permit.
 5. For shift employees, no request for vacation leave shall be made for a date beyond the schedule end date.
- D. Patrol Officers will bid for area assignments based on seniority as calculated in the Shift Assignments section of this Article. However, management reserves the right to use other business-related factors, such as the needs of the Department, specific skills of an employee or the need for supervision of an employee when making duty and area assignments.
- E. Depending on the assignment of an employee, Department, Job, or Team Seniority may be used to select employees for training, to determine vehicle assignments or when issuing new equipment to employees.

- F. School Resource Officers will bid for department mandated summer duty assignments based on seniority calculated as the length of time the officer has been continuously assigned as a School Resource Officer.

Article 42: NO STRIKES/ LOCKOUTS

- A. Neither the bargaining agent, nor the police employees, nor any person acting with them will cause, sanction, or take part in any withholding of services to the City by means of a strike, walkout, sit down, slowdown, stoppage of work, abnormal absenteeism, or other method. Therefore, all such actions are expressly prohibited.
- B. The Bargaining Unit shall not strike, slow down, or cause a work disruption in regard to employment issues. In addition, the City shall not lockout members unless the layoff process has been initiated.

Article 43: LINE OF DUTY DEATH

- A. When an employee 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, burial, or cremation expenses incurred by the survivors up to a maximum of ten thousand dollars (\$10,000.00), less funeral, burial, or cremation payments received under the Worker's Compensation Program.
- B. The City shall permit the deceased employee's spouse, civil union partner, and/or dependents to continue his or her medical and dental insurance coverages with the City for a period of 24 months after the employee's line of duty death and all medical and dental insurance premiums for such coverages will be paid by the City. The terms and conditions of the medical and dental plans, such as co-pays and deductibles, shall be binding on the surviving spouse/ civil union partner. This coverage shall terminate on the last day of the month when the surviving spouse/ civil union partner remarries, or after 24 months of coverage, whichever occurs earlier.

Article 44: PAYMENT OF BENEFITS UPON SEPARATION OR DEATH

- A. All earned wages due an employee upon retirement shall be paid to the employee. Any employee may wish to place their final vacation leave accrual due to the employee into their 457 Deferred Compensation Plan account as designated by the employee or their beneficiary as permitted by the federal and applicable guidelines for such accounts.

- B. Employees are unable to extend their last day worked, which includes retirement date, with accrued leave balances (i.e. Vacation, sick, or compensatory time). Any employee who dies while in the employment of the City shall have all earned wages and compensatory leave and vacation leave paid to either their spouse, civil union partner or beneficiary. Every employee shall be given the opportunity to use their accumulated Award Time once they have a written retirement date. The City will make every reasonable effort to allow employees with a written retirement date to use accrued Award Time prior to their retirement date. The spouse, civil union partner or beneficiary may also elect to have the vacation leave balance placed into the deceased member's 457 Deferred Compensation Plan account as designated by the employee or their beneficiary as permitted by the applicable and federal guidelines.

Article 45: UNIFORM PIN

Members of the Bargaining Unit shall be allowed to wear on the department uniform a designated pin of the Bargaining Unit (FOP) while on duty. The pin must be uniform in design and professional in appearance and match other uniform accessories. The cost of the pin shall be paid by the member. The pin must be approved by the Department's Uniform Committee, Executive Staff and comply with any FCPS uniform policies and SOPs.

Article 46: UNIFORMS AND EQUIPMENT

- A. The City shall furnish uniforms and equipment to all Sworn officers and Community Service Officers required in the functioning of their duties, as determined by the Chief of Police or his/her designee. The City provided uniforms and equipment shall include:
1. Four (4) trousers;
 2. Four (4) short sleeve shirts;
 3. Four (4) long sleeve shirts;
 4. One (1) Level 2 or 3A ballistic vest chosen by the Department and the cost paid by the City. Of those choices, the ballistic rating of the vest will be selected by the officer.
 5. Other equipment as deemed necessary by the Chief or his/her designee.
- B. The City shall not provide underwear, socks, or other equipment not specifically listed above.

- C. When uniforms or equipment are worn beyond use, or to a condition where they present a poor appearance, the employee's supervisor will check them out and a uniform requisition will be submitted as needed.
- D. The City shall reimburse Sworn officers and Community Service Officers for the cost of duty boots, not to exceed \$160 every two (2) years. A receipt acceptable to the Department shall be provided at the time reimbursement is submitted.
- E. The ballistic vest shall be replaced at five-year intervals. If the ballistic vest panels are damaged, they shall be replaced with a Level 2 or 3A vest chosen by the Department. The cost shall be paid by the City for a vest approved by the Department and selected by the officer.

Article 47: COMMUNICATIONS APPAREL

- A. Communications employees shall wear appropriate clothing that is clean, neatly pressed, not frayed, without holes, in good condition and appropriately fitting. Attire must be appropriate for professional working environment as defined by the Communications Manager.
- B. Such clothing shall include jeans, if the clothing otherwise meets the above criteria. Shorts shall not be permitted. T-shirts or sweatshirts may be permitted for a specific event, as authorized by the Communications Manager.

Article 48: SCHEDULING

- A. The department shall have the right to establish minimum coverage days and hours of work. Shifts for Bargaining Unit members may be comprised of eight (8), ten (10), or twelve (12) hour shifts within the work period. Shift schedules shall occur on consecutive days with no break in days once the schedule has started.
- B. As shift activity permits, Patrol and Dispatch employees working at least 8 hours may receive seven (7) minutes of break time per hour worked, to be used in that single shift. Those employees may, as shift activity permits, use fifty-six (56) minutes for a meal break and may combine it with the balance in that single shift (not to exceed eighty-four [84] minutes at one time) if approved by the supervisor working at the time. Also as shift activity permits, Patrol and Dispatch employees working at least six (6) hours, but less than eight (8) hours, may receive fifteen (15) minutes of break time to be used in that single shift. Community Services Officers, CSO Supervisors, Police Officers, Sergeants, and Lieutenants assigned to a patrol shift, and

Dispatchers, Senior Dispatchers (if implemented), and Communications Supervisors, who are required to be available for duty during breaks or meal breaks shall have their meal break and breaks paid for as a part of the normally worked schedule.

- C. Other Bargaining Unit members shall have one (1) unpaid meal break consisting of sixty (60) minutes, and two (2) paid general breaks consisting of fifteen (15) minutes each. The two general breaks may be combined into one break of thirty (30) minutes.
- D. Management shall have flexibility in scheduling hours of work where necessary to the carrying out of the department's work assignments and purposes. Exceptions to this section may be made by management in order to establish minimum coverage, hours of work, emergencies, or to meet the needs of the department.

Article 49: PROMOTION PROCEDURES

- A. This provision outlines the procedures to be used in the promotion of qualified employees to supervisory positions as vacancies occur. This provision shall not be applicable to temporary acting assignments. City management reserves the right to establish and determine the qualities, work history, experience, and skills sought for promotion of employees as well as the need and timing of the promotional process.
- B. Sergeant, Lieutenant, CSO and Communications Supervisor, and Communications Manager Promotion Procedures. The following procedures shall be utilized in the promotional process to the rank of Sergeant, Lieutenant, Community Service Officer and Communications Supervisors, and Communications Manager:
 - 1. Per State statute, all openings of vacant CBU positions the City elects to fill will be posted internally to all City employees. All applicants shall be required to complete a professional history evaluation, intended to measure the applicant's existing supervisory skills, experience, training, and education. Prior to scoring the completed evaluations, the City will establish a minimum score requirement that will permit applicants to move on to the next step in the process.
 - 2. Remaining applicants shall be required to complete an assessment center made of components that have been reviewed by a third party (eg. the City's Human Resources department) which will ensure those components are relevant and objectively fair and reasonable for the position in question. The assessment center may include various interview boards, presentations, and role play scenarios. The FOP

shall be given the opportunity to designate a qualified employee representative, acceptable to the City, to participate in every segment of the assessment center that utilizes an Agency employee to evaluate the performance of an applicant.

3. The applicant's score from the professional history evaluation shall be combined with his/her score from the assessment center. The City will establish a minimum score requirement that will permit applicants to move on to the next step in the process.
4. The remaining pool of applicants shall be required to interview with the Chief of Police and the Executive Staff. The Chief may conduct and/or direct others to conduct follow-up interviews with the applicants. Interviewers shall provide input to the Chief. At his/her sole discretion, the Chief may promote an applicant from the pool, retain an applicant in the pool without promoting, or remove an applicant from the pool. Those applicants remaining in the pool shall remain eligible for promotion for a period of time to be determined by the Chief but shall not exceed two years from the scoring of the assessment center.

Article 50: EDUCATIONAL REIMBURSEMENT

- A. In order to encourage professional development and improvement of job skills, the City will reimburse employees for tuition costs incurred in connection with course work at an accredited college or university under the terms of this Article. The course must be directly related to the employee's:
 1. current position,
 2. ability to advance within a career path within the department, or
 3. effort to finish or complete a degree program directly related to the employee's current position or a career path within the department.
- B. The reimbursement shall apply to tuition, books, and fees and must be documented by the employee.
- C. Before an employee is eligible to receive reimbursement of the tuition cost, the employee must provide a transcript or other documentation as required by the department that the employee satisfactorily completed the course. Employees must receive a "C" or better to receive reimbursement or "pass" in a pass/fail system. Such documentation must be provided within three months after the course concludes. The time spent attending class shall not be considered paid time.

- D. The annual (calendar year) amount for reimbursement shall not exceed \$1,000 per eligible member, except as provided in paragraph E below.
- E. The City shall distribute any and all unspent money from the department's annual educational reimbursement budget to those employees who, after receiving the maximum \$1,000 reimbursement, still have eligible educational expenses remaining. Such distribution shall be made equally among all qualifying employees. Additionally, the City may temporarily or permanently increase the amount for reimbursement per member at the discretion of the Chief of Police pursuant to a written memo authorizing such increase.

Article 51: DAYLIGHT SAVINGS TIME

When members of the Bargaining Unit are required to work an extra hour of time due to daylight savings time change, the employee shall be compensated at the overtime rate for the extra hour worked. When an employee works a nine (9) hour shift due to daylight savings time changes, they shall be considered as having worked a full ten-hour shift.

Article 52: BARGAINING UNIT MEMBER INFORMATION

The City shall provide to the FOP upon execution by the affected employee of a written authorization the biographical information retained by the City on that employee. The FOP agrees not to disclose this information to any outside person or entity.

Article 53: SEVERABILITY

If any provision of this Agreement is subsequently declared by a court of competent jurisdiction to be unlawful or invalid, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Article 54: TRAINING AND TRAVEL

- A. Only training which is required or authorized in writing by the Agency is compensable.
- B. Unless otherwise authorized by the Deputy Chief, an assistant chief, Director, or Chief of Police, time spent while off duty attending training facilities and academic classes is not compensable if attendance at the facility is not required. This applies even when the Agency pays for all or part of the training, or if the classes or training sessions in question may incidentally

improve the employee's work performance or prepare the employee for advancement.

- C. Commuting to and from work each day to your designated workplace is not considered time worked.
- D. When a non-exempt employee travels out of town on City business for a one-day assignment, all the time spent traveling must be recorded as time worked, except mealtimes and any time spent in driving or as a passenger from home to the usual place of employment, a point of public conveyance, or a vehicle pooling point.
- E. When a non-exempt employee travels out of town on City business for an overnight trip assignment, all the time spent traveling, whether as driver or passenger, during normal work hours must be recorded as time worked, except mealtimes. Once the employee reaches his or her destination (such as a hotel), the time is no longer considered working time unless the employee is actually working on City business.
- F. Fort Collins Police Services employees are subject to callout of various specialty assignments outside of their assigned work hours. Once called out for their specialty assignment, all time spent by non-exempt employees traveling, whether as a driver or passenger, to and from their residence [within 15-mile radius of the intersection of Mulberry Street and South College Avenue, or within the Urban Growth Area (UGA)] must be recorded as time worked. If responding to the callout from beyond those boundary limits, a supervisor's approval must be obtained for any time a non-exempt employee would spend to travel outside of the 15-mile radius from the intersection of Mulberry Street and South College Avenue or the Urban Growth Area.

Article 55: DISTRIBUTION OF THE AGREEMENT

The City shall provide a copy of the Agreement in *Microsoft Word* to the FOP within five (5) business days of ratification. The FOP will distribute electronic copies of the Agreement to the Bargaining Unit members and provide printed copies when deemed necessary.

Article 56: RANK DIFFERENTIAL

Employees assigned as an acting Supervisor shall be compensated at the rate of nine (9) minutes of straight time compensation for each sixty (60) minutes they serve in an acting Supervisor capacity. This rank differential compensation may be paid in money or compensatory time at the employee's discretion. The total compensation

time (if not in six (6) minute interval) shall be rounded up to the next six (6) minute interval.

Article 57: LABOR MANAGEMENT COMMITTEE

1. The City and FOP agree to set up a Labor Management Committee which shall consist of three representatives appointed by the FOP President and three representatives appointed by the Chief of Police.
2. The Committee shall discuss:
 - (1) Implementation and general administration of this Agreement;
 - (2) Safety issues;
 - (3) Training;
 - (4) Issues that the parties have mutually agreed upon for discussion.
3. The Committee shall meet quarterly; the time and schedule for such meetings shall be set by the Chief of Police or designee after consultation with the FOP President. Either party may request additional meetings as needed. Additional meetings will occur at the time and place mutually agreed upon by the Chief's designee and the FOP President, or his/her designee.
4. It is expressly understood and agreed that meetings shall be exclusive of the grievance procedure. Grievances that are being processed under the grievance procedure of this Agreement shall not be considered by the Labor Management Committee, nor shall the meetings involve any negotiations for the purpose of altering any or all of the terms of this Agreement.
5. The Chief, at his sole discretion, may approve pay for the time Committee Members spend attending Labor Management Committee meetings. Any such time shall not count as time worked for overtime purposes.

Article 58: EMERGENCY PAY

Whenever the City of Fort Collins declares a City close-down as a result of inclement weather or other emergencies and the City excuses non-essential employees who were scheduled to work from work with pay during the close-down, members of the bargaining unit who were required to report for work and do so, shall receive paid time off in an amount equal to the number of hours they worked during such City close-down. Such time off shall be in addition to the employee's regular pay but shall not count toward any calculation of overtime.

Article 59: COMPLIANCE

The City has not appropriated funds in the current fiscal year to meet the obligations of this Agreement in subsequent fiscal years. This Agreement shall terminate at the end of the City's current fiscal year, or at the end of any subsequent fiscal year for the following fiscal year, if the City does not, prior to the end of the current fiscal year or subsequent fiscal year, appropriate funds for the subsequent fiscal year or following years of the Agreement. The parties acknowledge that the City has made no promise to continue to appropriate funds beyond the current fiscal year.

Article 60: DEFINITIONS

As used in this contract, the following terms shall, unless the context requires a different interpretation, have the following meanings:

- A. "City" or "employer" or "management" means the City of Fort Collins, Colorado.
- B. "Agency" or "department" means Fort Collins Police Services.
- C. "Bargaining Unit" or "employees" means all full-time sworn police officers maintaining the rank of Lieutenant and below of the Police Department of the City of Fort Collins, and Community Service Officers and Communications personnel of the Police Department equivalent to the rank of Lieutenant or below.
- D. "Officer" means a full time sworn police officer maintaining the rank of Lieutenant and below of the Police Department of the City of Fort Collins, excluding Community Service Officers.
- E. "FOP" or "Fraternal Order of Police" or "bargaining agent" means the Northern Colorado Lodge 3, Colorado Fraternal Order of Police.
- F. "In the line of duty" means in active service as the direct and proximate result of a personal injury sustained while performing official duties as an employee.
- G. "Lock-out" means denying employees the ability to work because of a labor dispute and does not include discipline, leaves of absence, or unpaid leave when paid leave is not available.
- H. "Agreement" or "contract" means this document entitled "**COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF FORT COLLINS, COLORADO AND THE NORTHERN COLORADO LODGE #3, COLORADO FRATERNAL ORDER OF POLICE JANUARY 1, 2022 – DECEMBER 31, 2024.**"

- I. "Leave Benefit Year" means that period beginning on the next day following the end of the last pay period within a calendar year and ending on the last day of the last pay period paid within a calendar year. For example, the last pay period of 2017 that was paid to employees within 2017 ended on December 17, 2017. Therefore, the Leave Benefit Year for 2018 began on December 18, 2017.

Article 61: SIGNATURES

1/3/2022

This Agreement is executed this ____ day of December, 2021 by:

CITY OF FORT COLLINS, COLORADO

ATTEST:

DocuSigned by:
 By: Kelly DiMartino
 0B886E671109910
 Kelly DiMartino
 Interim City Manager

DocuSigned by:
Tammi Pusheck
 934E2735669D434
 Tammi Pusheck
 Interim City Clerk

Approved as to form:

DocuSigned by:
Jenny Lopez-Filkins
 011195521040404
 Jenny Lopez-Filkins
 City Attorney's Office

**THE NORTHERN COLORADO LODGE #3,
COLORADO FRATERNAL ORDER OF POLICE**

DocuSigned by:
 By: Scott Goff
 6889680D3A74E2
 Scott Goff
 President

ATTEST DocuSigned by:
Jim Lenderts
 011195521040404
 Jim Lenderts
 Secretary