



## RESOLUTION

A RESOLUTION RATIFYING AND APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF THORNTON AND THE FRATERNAL ORDER OF POLICE THORNTON LODGE 16.

WHEREAS, pursuant to the provisions of Chapter XVIII of the City Charter, the respective representatives of the City of Thornton and the Fraternal Order of Police Thornton Lodge 16 (FOP), entered into collective bargaining negotiations on April 12, 2017, with respect to matters affecting wages, fringe benefits, and all other terms and conditions of employment, effective January 1, 2018, and expiring on December 31, 2019; and

WHEREAS, the negotiating teams representing the City and the FOP, respectively, have met and reached agreement on all items subject to the negotiations; and

WHEREAS, such agreements resulting from negotiations have been reduced to a written contract and are ready for ratification by the City Council after having been ratified by the members of the Fraternal Order of Police Thornton Lodge 16; and


WHEREAS, the costs associated with the proposed Collective Bargaining Agreement are within the Finance Director's revenue projections for the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF THORNTON, COLORADO, AS FOLLOWS:


1. The City Council hereby ratifies and approves the attached Collective Bargaining Agreement between the City of Thornton and the Fraternal Order of Police Thornton Lodge 16, effective January 1, 2018, and expires on December 31, 2019.
2. The Acting City Manager is hereby directed to execute the Collective Bargaining Agreement with the City Clerk attesting the Acting City Manager's signature.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Thornton, Colorado, on August 22, 2017.

CITY OF THORNTON, COLORADO

  
Heidi K. Williams, Mayor

ATTEST:

  
\_\_\_\_\_  
Kristen N. Rosenbaum, City Clerk

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN THE CITY OF THORNTON, COLORADO**  
**and**  
**THE FRATERNAL ORDER OF POLICE,**  
**THORNTON POLICE DEPARTMENT COLORADO LODGE 16**



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## **PREAMBLE**

This Collective Bargaining Agreement ("Agreement") entered into on this day of \_\_\_\_, 2017, between the City of Thornton ("City") and the Fraternal Order of Police Thornton-Lodge 16 ("FOP"). It is the purpose of this Agreement to establish a productive relationship between the City and its Police Department ("Department") employees and to set compensation and certain other conditions of employment as specified in Chapter XVIII of the Thornton City Charter. It is understood that this Agreement was negotiated in good faith to protect the health, safety, and welfare of the public by assuring at all times the orderly and uninterrupted operations and services of the City government, and shall not be violated or abridged in any way by either party. In this Agreement, the terms "member" or "employee" refers to members of the bargaining unit as defined by Section 18.2 of Chapter XVIII of the Thornton City Charter. The term "Chief" as used herein shall refer to the Chief of Police of the City of Thornton.

## **ARTICLE 1**

### **RECOGNITION/REPRESENTATION**

The City recognizes the FOP as the sole and exclusive bargaining agent for certain Department employees so chosen by the members of the bargaining unit in accordance with the provisions of Section 18.4 of Chapter XVIII of the Thornton City Charter.

## **ARTICLE 2**

### **STRIKES/JOB ACTIONS PROHIBITED**

The protection of the public health, safety and welfare demands that neither the sole and exclusive collective bargaining agent of the police officers, nor the police officers, nor any person acting in concert with them, will cause, sanction, or take part in any strike, walkout, sit-down, slowdown, stoppage of work, retarding of work, abnormal absenteeism, withholding of services, or any other interference with the normal work routine. Therefore, all such actions are expressly prohibited and subject to the provisions of Section 18.21(b) of the Thornton City Charter.

## **ARTICLE 3**

### **LENGTH OF AGREEMENT**

1. The terms of this Agreement shall be in effect from one minute past midnight January 1, 2018 through midnight December 31, 2019. The parties to this



Agreement mutually desire that all of its provisions shall be and remain in effect from January 1, 2018 through December 31, 2019.

2. All terms used herein denominating gender shall be generic and, whenever appropriate, the singular shall include the plural and the plural shall include the singular. Any reference to the male gender throughout this Agreement shall include references to the female gender and vice versa.

#### **ARTICLE 4** **DISCRIMINATION PROHIBITED**

1. The City and the FOP agree not to discriminate against any employee covered by this Agreement for their membership or non-membership in the Fraternal Order of Police.
2. The provisions of this Agreement shall apply equally to all covered employees, without regard to sex, sexual orientation, marital status, race, color, creed, national origin, age, religion, disability, or any other status protected by applicable law.

#### **ARTICLE 5** **MANAGEMENT RIGHTS**

1. It is mutually agreed that the City shall have the sole right to manage the affairs of the Department as provided by law, including, but not limited to, the right to change the level or nature of services provided by the City to the extent authorized by law.
2. Except where limited by express provisions of 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 under the Charter, City ordinances, the Constitution and any applicable laws of the State of Colorado. These rights, powers and authority include but are not limited to the following:
  - a. The determination of the Department's policy, including the right to manage the affairs of the Department in all respects;
  - b. The right to assign and require working hours, including overtime;
  - c. The right to establish, modify, or change work schedules;
  - d. The right to direct the employees of the Department, and the right to hire, promote, transfer, or lay off any Department employee;
  - e. The right to maintain the discipline and efficiency of the employees, and the right to discipline and discharge employees for cause;

- f. The table of organization of the Department, the right to organize or reorganize the Department in any manner it chooses, including determination of the size of the Department and determination of job classification and ranks based upon duties assigned;
- g. The determination of the safety, health and property protection measures of the Department;
- h. The allocation and assignment of work to all employees within the Department;
- i. The determination of policies affecting the selection and training of employees;
- j. The scheduling of operations and the determination of the number and duration of hours of assigned duty per week;
- k. The establishment, discontinuance, modification and enforcement of Department Rules, Regulations, Guidelines, policies, and orders;
- l. The transfer of work from one position to another within the Department;
- m. The introduction of new, improved, or different methods and techniques of operation of the Department or changes in existing methods and techniques;
- n. The placing of service, maintenance or other work with outside contractors or other agencies of the City;
- o. The determination of the number of ranks and the number of employees within each rank;
- p. The determination of the amount of supervision necessary;
- q. To determine necessary or appropriate actions in any emergency;
- r. To determine whether to lay off employees because of lack of work, lack of funds, or for other legitimate reasons;
- s. To determine and implement the methods, equipment, facilities and other means and personnel by which Department operations are to be conducted, and to take the steps it deems necessary to maintain the efficiency and safety of said operations and of the personnel engaged therein; and
- t. To determine the Department budget, organization, and the merits, necessity and level of any activity or services provided.

This statement of management rights, powers, duties and authority is not exclusive of other functions not herein contained, provided, however, that the exercise of these functions shall not be in conflict with the express terms of this Agreement.

**ARTICLE 6**  
**FOP RIGHTS**

1. **Bulletin Boards.** The FOP may maintain one (1) secure bulletin board approved by the Chief, in the main hallway of the Department's Headquarters second floor and in a main hallway of any substation. The bulletin board will be paid for by the FOP who shall also be responsible for its maintenance and security. The Chief or his or her designee will approve the exact location of such bulletin board. This board may be used for: Recreation and Social Affairs of the FOP, FOP Elections and Meetings, and Communications from FOP leadership to their members.
2. **Use of Interdepartment Mail and Email.** The FOP shall be allowed to use Department mail and email to announce scheduled FOP meetings or social events of the FOP and to provide communications, mutually agreed to each time by the FOP Lodge President and Chief, conveying information to the employees that both parties feel is necessary and appropriate.
3. **Orientation.** During the orientation process, two (2) members of the FOP's Executive Board or its designee shall be permitted to address each Department recruit class or any newly hired employee(s) in the bargaining unit about FOP membership and benefits. The FOP shall be permitted to use hours from the FOP Hours Bank discussed in Section 7 below to address the recruits or new employees, but such presentation shall not exceed one (1) hour.
4. **Current Agreement.** The City shall make available on Department's computer access files a current copy of this Agreement.
5. **Ballot Box.** The FOP shall be permitted, upon prior approval of the Chief, to place a ballot box in an area in the Department that is convenient and accessible to all bargaining unit members for the purpose of collecting members' ballots on all FOP issues that are subject to a general membership vote in accordance with the FOP Constitution and By-Laws. The ballot box shall be the property of the FOP and neither the ballot box nor its contents shall be subject to the Department's review.
6. **List of Employees.** Upon written request of the FOP during the first week of April of each calendar year of this Agreement, the City shall provide to the FOP a complete list of names of all employees, including their job classification and rank, which are classified as members of the bargaining unit.



7. **FOP Hours Bank.** The FOP will be given a bank of one hundred seventy-five (175) hours during negotiation years, and one hundred twenty-five (125) hours during non-negotiation years per year for its Officers, Executive Board Members, Stewards, and negotiation team members to conduct any and all business on behalf of the FOP, including attending training, orientations, seminars and national and state conferences, attending collective bargaining negotiation sessions, and performing any other tasks or business on behalf of the FOP. The Chief or his or her designee shall approve all time used under this section. Any time spent by an employee on behalf of the FOP after the one hundred and twenty-five (125) or one hundred and seventy-five (175) hours provided in this section are exhausted shall be unpaid time. The hours will be equitably used between the above-listed members, with the understanding that some training, negotiations, or other FOP business will be conducted on the employee's own time. Because such activities are for the benefit of the FOP and its members, time spent on these activities shall not constitute hours worked for purposes of calculating overtime. Employees who are on duty will be permitted to act as FOP representatives in face-to-face meetings with the City during administrative investigations and during the steps of the grievance process while on duty, and shall be compensated for such time. Employees serving in these capacities while off duty shall not be compensated for such time.

## **ARTICLE 7**

### **LABOR MANAGEMENT COMMITTEE**

The City and the FOP agree to establish a Labor Management Committee which shall consist of three (3) members appointed by the President of the FOP and three (3) members appointed by the Chief. As necessary, this Committee will discuss and review labor issues of mutual concern. There is no obligation on either party to enter into any agreement on such subjects.

## **ARTICLE 8**

### **DUES/FAIR SHARE CHECKOFF**

1. Within thirty (30) days after the effective date of the commencement of this Agreement, or within thirty (30) days after being hired into the bargaining unit and continuing thereafter, any bargaining unit employee who is not a member of the FOP shall tender to the FOP the employee's individual fair share of the costs associated with the negotiation and administration of this Agreement, including the processing of grievances.

2. Fair Share is assessed one year in arrears, meaning that the costs are assessed in the year immediately after the year they are paid by the FOP. This shall include all costs germane to collective bargaining, and/or to the collective bargaining process. The individual fair share amount is the total of such costs divided by the total number of bargaining unit members, but the individual fair share amount shall not exceed the dues of an FOP member.
3. The payment of the individual fair share amount shall be made by either a continued deduction authorization or by lump sum. If fair share payment is made in lump sum then that payment is due in full no later than March 1st of the assessment year. The FOP is responsible for any collection action for unpaid fair share and may seek costs and attorneys' fees to the extent permitted by law in connection with any such action.
4. On February 1st of each year, the FOP shall notify all fair share employees of the amount of fair share due for the preceding contract year. A copy of the notice will also be provided to the City along with a fair share fee schedule. The notice shall also contain a procedure for fair share members to challenge the assessed fair share fee. Such challenges must be filed by March 1st of the year in which the fair share fee is assessed. The FOP will comply with all federal and state legal requirements related to challenge(s) to the assessed fair share fee.
5. The City shall accept a signed dues and continued deduction authorization form, by any member of the FOP covered by this Agreement, in the amount of the monthly dues uniformly required by the FOP as certified by the Treasurer of the FOP as being the proper amount. Such authorization shall remain in full force and effect unless a member of the bargaining unit revokes any such authorization by written notice to the City's Human Resources Director who will send a copy to the FOP.
6. Deduction of FOP dues or the fair share amount shall be made twice per month following the pay period in which the authorization was received. Deductions provided herein shall be remitted to the Treasurer of the FOP no later than twenty (20) working days following the payment date in which deductions were made.
7. Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to financially support the FOP; except that such employee shall be required to pay, in lieu of fair share payment, sums equal to such fair share

payment to a non-religious non-labor organization so designated by the FOP. The employee shall submit such claim no later than the first pay period of the current contract year, and provide sufficient supportive information to validate their claim.

8. The City shall not be liable to the FOP, by reason of the requirements of this Article, for the remittance of payment of any sum other than that constituting actual deductions made from employee wages earned. The FOP shall indemnify the City and hold it harmless against all claims, actions, demands, suits or other forms of liability against the City, or persons acting on behalf of the City, that shall arise out of, or by reason of, any action taken by the City for the purpose of complying with the provisions of this Article of the Agreement.

## **ARTICLE 9**

### **SENIORITY**

1. **Definition and Calculation.** Department, Job and Team Seniority, as used throughout this Agreement are defined and calculated in accordance with the following:
  - a. **Department Seniority:** Employees shall accrue seniority starting as of the date that they are issued a badge number. In the instance of identical badge number dates, seniority among individuals so situated shall be determined according to their ranking at time of hire.
  - b. **Job (Rank) Seniority:** Employees who are promoted to Sergeant within the bargaining unit, shall have Job Seniority within that specific position. Job Seniority begins anew every time an employee is promoted. Seniority for Sergeants shall begin as of the date of their promotion. In the instance of simultaneous promotions, seniority among individuals so promoted shall be determined according to their final ranking in the promotional process.
  - c. **Team (Job Assignment) Seniority:** Employees shall have Team Seniority when assigned to a specialized work unit. For the purpose of this Article, "specialized unit" shall include: Detectives, K9, CERT, SRO, Traffic, Administration and Training Unit. Team Seniority begins anew every time an employee is assigned to a new specialized work unit. In the instance of simultaneous assignments to a "specialized unit," seniority among individuals so selected shall

be determined according to their final ranking in the selection process to the "specialized unit."

2. Employees who separate from the City for whatever reason shall forfeit all accrued seniority. Employees who are subsequently rehired shall have no seniority and shall begin to accrue seniority as of their most recent date of re-employment.
3. Unpaid FMLA or Military (USERRA) leave shall not be considered an interruption for purposes of accrual of seniority, and a member on unpaid FMLA or Military (USERRA) leave will continue to accrue seniority the same as an employee on paid leave.

#### **ARTICLE 10** **WORK SCHEDULE**

1. **Employee Work Schedule.** The typical work schedule, including roll call and meal periods, for employees, with the exception of those assigned as School Resource Officers (SRO), shall consist of four (4) ten (10) hour work days. SROs typically work five (5) eight (8) hour work days.
2. **Meal Breaks for Shift Work Schedule Employees.** The Department shall make every reasonable effort to allow employees to take a thirty (30) minute paid meal break for each eight (8) hour work shift or a paid forty-five (45) minute meal period for employees working a ten (10) hour shift. An employee may conduct personal business during their meal break, provided that employees in a uniform assignment shall not conduct any personal business that would reflect negatively on the Department. The employee shall be available for recall during their meal break.
3. **Rest Breaks.** The Department shall make every reasonable effort to allow employees to take two (2) paid fifteen (15) minute rest breaks. One rest break shall be taken during approximately the first one-half of the employee's work day and the second fifteen (15) minute rest period shall be taken approximately in the second one-half of their work day. The employee shall be available for recall during their rest breaks.

**ARTICLE 11**  
**ANNUAL PATROL BID**

1. Officers and Sergeants assigned to Patrol shall bid once each year for their watch (shift) and days off in accordance with the following:
  - a. Prior to the bid, the Department shall determine shift duration, watch configurations and days off for each bid position. A schedule indicating the location, date, time for each officer to bid, and the schedule for each patrol watch shall be distributed along with bidding ground rules to all members as soon as possible prior to the date of the bid, but no later than thirty (30) days prior to the start of the bidding process.
  - b. The time, place, and manner of shift bidding will be established at the discretion of the Chief or his or her designee.
  - c. Sergeants typically shall bid first in accordance with their Job (Rank) Seniority. Officers typically shall bid second in accordance with their Department Seniority. Each employee shall select an available watch (shift), schedule, and work assignment in person. The Department will provide officers with a time slot during which they will bid for their assignment. Employees, who are unable to attend the bid, shall be allowed to have the employee who is bidding immediately before or immediately after them to submit their bid by proxy. Employees who bid by proxy must send an email to the proxy employee requesting that they submit their bid on their behalf. Employees, who fail to bid during their allotted bid time, shall forfeit their bidding privilege and shall be placed in a bid slot at the discretion of the Department.
  - d. Certain collateral assignments held by patrol officers, such as SWAT, Range Officer, etc., may limit an officer's bid selection due to the fact that available shift slots for staffing distribution of those officers may be limited to fit Department needs.
  - e. Recruit officers in the academy or Field Training Program at the time of the bid, and officers on disability, extended injury leave or extended alternative duty may be required to relinquish their bidding



privilege in order for the division to meet required service delivery levels.

- f. After the bid is completed, the Department shall post the schedule to all personnel.
- g. After the bid is completed, shift assignment is not to be considered guaranteed. The Department will make every reasonable effort to grant the schedule bid by an employee. However, promotions, transfers, collateral assignments, extended alternative duty, injuries, personnel issues, etc., could require temporary or permanent changes in established bid requests in order to meet required service delivery levels for the good of the Department.

## **ARTICLE 12** **SHIFT TRADES**

Regular employees working a "shift work schedule" shall be allowed to trade shifts in accordance with Department policy governing such trades, as amended from time to time, provided such trades are mutually agreed to by the involved employees and approved by a supervisor.

## **ARTICLE 13** **HOLIDAYS**

1. **Recognized Holidays.** The following are recognized holidays for all members, for which they shall be paid eight (8) hours of compensation at their base hourly rate:
  - a. New Years' Day (January 1)
  - b. Martin Luther King Jr. Day
  - c. Memorial Day (last Monday in May)
  - d. Independence Day (July 4)
  - e. Labor Day (first Monday in September)
  - f. Veteran's Day (November 11)
  - g. Thanksgiving Day (fourth Thursday in November)
  - h. Friday after Thanksgiving
  - i. Christmas Day (December 25)

2. **Floating Holidays.** Employees will be provided two (2) floating holidays per year. One (1) floating holiday (for eight (8) hours of compensation at their base hourly rate) may be taken at any time subject to approval of the Chief or his or her designee, except that an employee hired after June 30 shall not receive such floating holiday for such year. The second floating holiday (for eight (8) hours of compensation at their base hourly rate) may be taken at any time subject to the approval by the Chief or his or her designee, unless the City Manager designates the use of such holiday for the day before or the day after the Christmas Holiday. Floating holidays not utilized during the year in which they are earned will be forfeited.
3. **Observed Holidays.** Holidays which fall on a Saturday shall be observed on the preceding Friday. Holidays which fall on a Sunday shall be observed on the following Monday.
4. **Holiday on a Regular Day Off.** If a City holiday falls on an employee's regularly scheduled day off and the employee does not work on such holiday, the employee shall receive eight (8) hours of compensation at their base hourly rate.
5. **Working on a Holiday.** In addition to receiving holiday pay, employees who work on a holiday or an observed holiday shall be compensated at the employee's regular hourly rate of pay for all hours worked on the holiday or observed holiday. Employees, who work on both the actual holiday and the observed holiday, will only receive holiday pay for one day.
6. **Scheduling Options.** To supplement the eight (8) hours of pay they receive on a holiday, employees who normally work ten (10) hour shifts and who observe a holiday and receive eight (8) hours of compensation for the holiday shall be permitted, in the employee's discretion and with the approval of the Chief or his or her designee, to: (1) use two (2) hours of vacation or compensatory time; (2) adjust their schedule to work an additional two (2) hours; or (3) elect to take the two (2) hours as unpaid time.

**ARTICLE 14**  
**VACATION LEAVE**

1. **Accrual of Vacation Leave.** Vacation leave shall be accrued by employees according to the following schedule:

<b>Career Service Employees</b>		
<b>Years of Employment</b>	<b>Number of Vacation Hours Accrued Per Month</b>	<b>Number of Vacation Hours Accrued Per Year</b>
0 through 5	8	96
6 through 10	10	120
11 through 15	12	144
16 through 20	14	168
Over 20	16	192

2. **Accrual of Vacation Leave.** Employees shall accumulate vacation leave unless they are suspended without pay or on unpaid leave, disability leave, extended military leave, or injury leave for more than ninety (90) days.
3. **Scheduling Vacation Leave.** An employee may take such vacation leave as has been accumulated in increments of not less than fifteen (15) minutes. Vacation leave shall be scheduled with the approval of the Chief or his or her designee.
4. **Maximum Accumulation of Vacation Leave.** Employees may accumulate up to two hundred and forty (240) hours of vacation leave. Any excess leave accumulated shall be subject to forfeiture, except where the employee has been denied the opportunity to take vacation time, or where special circumstances exist, and approval to exceed the limits has been authorized by the appointing authority. For purposes of this section, computation of accumulated leave shall be determined as of the second payroll reporting period in January each year.
5. **Compensation for Vacation Leave upon Termination of Employment.** Compensation for any vacation leave accumulated, but not taken at the time of termination, shall be paid to the employee, subject to applicable deductions, at the employee's rate of pay at the time of termination.

6. **Illness during Vacation Leave.** Any employee who becomes injured or ill while taking vacation leave may submit a written request to the Human Resources Director to have the employee's absence from work changed from vacation leave to sick leave. The request must be submitted within three (3) days of the employee's return to work and must, upon request be accompanied by written verification by a physician. The Human Resources Director may, after confirming the validity of the employee's request, change such absence from work to the employee's accumulated sick leave.

## **ARTICLE 15**

### **SICK LEAVE**

1. **Use of Sick Leave.** Sick leave shall be granted to regular employees to ensure economic protection against illness or injury. Regular employees shall receive paid sick leave when incapacitated to work as a result of a mental or physical illness or conditions not arising from employment with the City, and for medical or dental appointments for the employee or immediate family member when it is not possible to schedule such appointments during non-working hours or when an immediate family member is ill and it is absolutely necessary for the employee to remain away from work as a result of such illness.
2. **Accrual of Sick Leave.** Each regular full-time employee shall accrue sick leave at the rate of eight (8) hours of sick leave per each month of employment with the City. While on leave, an employee shall accumulate sick leave unless the employee is on unpaid leave, disability leave, military leave for more than fifteen (15) days, or injury leave for more than ninety (90) days. Sick leave may be accumulated and carried over from year to year.
3. **Utilization of Sick Leave**
  - a. **Notice.** Regular employees wishing to take sick leave must notify the employee's supervisor, or other individual designated by the Chief, of the illness prior to the time the employee is expected to report to work or as soon as thereafter as practicable.
  - b. **Authorization for Sick Leave.** Paid sick leave absence shall be authorized only if the employee has accumulated the requisite hours to cover the absence. If the employee has not accumulated sufficient hours of sick leave, the leave shall be considered disability leave, subject to provisions of Personnel Code Section 54-317.

- c. **Accounting of Sick Leave Hours Used.** Sick leave hours used shall be applied against the most recent hours of sick leave accrued.

#### **4. Payment for Accumulated Sick Leave Upon Termination**

- a. For employees hired on or before December 31, 1994, except as provided in Section 5 of this Article, upon termination regular employees shall be paid compensation, at the employee's rate of pay at the time of termination, equivalent to one (1) hour of work for each two (2) hours of accrued sick leave in excess of three hundred and eighty-four (384) hours. Any sick leave in excess of seven hundred and twenty (720) hours which accrued before December 31, 1981, has already been credited to early retirement benefits and shall not be converted to pay upon termination. Effective January 1, 2002, employees hired on or before December 31, 1994, shall continue to accrue sick leave; however, no sick hours accrued after January 1, 2002 shall be considered as compensable upon termination.
- b. Employees hired after January 1, 1995 shall not be paid for any accumulated sick leave upon termination of employment.

#### **5. Payment for Accumulated Sick Leave upon Retirement or Death.**

- a. For employees hired on or before December 31, 1994, upon retirement (pursuant to Personnel Code Section 54-152) or death, a regular employee shall be paid compensation, at the employee's rate of pay at the time of retirement or death, equivalent to one (1) hour of work for each hour of accrued sick leave in excess of three hundred and eighty-four (384) hours. Any sick leave in excess of seven hundred and twenty (720) hours which accrued before December 31, 1981 has already been credited to early retirement benefits and shall not be converted to pay upon retirement or death. Effective January 1, 2002, employees hired on or before December 31, 1994, shall continue to accrue sick leave, however, no sick hours accrued after January 1, 2002 shall be considered as compensable upon retirement or death of employee.
- b. Employees hired after January 1, 1995 shall not be paid for any accumulated sick leave upon death or retirement.



6. **Sick Leave Conversion.** To be eligible for sick leave conversion, an individual must be an active employee during the payroll reporting period that coincides with the first paycheck in February. Employees who have a sick leave balance that exceeds four hundred fifty (450) hours of accrued Sick Leave at the end of the last payroll reporting period in December may convert any sick leave hours above four hundred fifty (450) hours to either vacation leave or cash equivalent at a rate of two for one (2:1) up to a maximum of fifty (50) sick leave hours. The conversion process will only occur at the end of each calendar year. Sick leave may not be converted at any other time including separation or retirement from employment. Conversion must be made to either vacation leave or cash equivalent. Split conversions are not allowed. Conversions to cash will be included in an employee's regular paycheck at the employee's hourly rate in effect for the last pay period of the previous year. No separate check will be issued. Conversions to vacation leave will be added to an employee's balance prior to the annual deadline established by City Code regarding accrual of maximum vacation leave.

## **ARTICLE 16**

### **FAMILY AND MEDICAL LEAVE**

The City shall comply with any applicable provisions of the Family and Medical Leave Act.

## **ARTICLE 17**

### **BEREAVEMENT, ELECTION AND MATERNITY LEAVES**

1. **Bereavement Leave.** Bargaining unit members may be entitled to a maximum of a forty (40) hour paid leave of absence in the event of the death of a member of their immediate family or other person with whom they are in the substantial equivalent of an immediate family relationship as provided for in City of Thornton Administrative Directive 2-19, Section 3.2. The duration of the leave shall be determined by the Chief or his or her designee.
2. **Election Leave.** All employees shall receive a maximum of two (2) hours election leave with pay to vote in each Municipal, Special District, County, State or Federal election, provided, however, that in order to receive such paid election leave an employee shall notify his/her supervisor at least five days in advance of the date the employee intends to take election leave, and the employee demonstrates that he/she is unable to vote before or after the work shift for that day. Such leave shall be scheduled at the discretion of the Chief or his or her designee.

3. **Maternity/Paternity/Adoption/Well-Baby Care Leave.** Leaves for the birth or placement of a child may be taken in accordance with the Family and Medical Leave Act. However, an employee may, at his/her discretion, utilize any leaves which are available to him/her, but may use up to eighty (80) hours of sick leave, or may take leave without pay under the Family and Medical Leave Act for such event.

## **ARTICLE 18**

### **MILITARY LEAVE**

1. **Annual Military Leave.** Employees, who are members of the National Guard or any other component of the military forces of this State, organized or constituted under State or Federal law, or who are members of the reserve forces of the United States, organized or constituted under federal law, shall be entitled to military leave with pay, seniority, vacation leave, sick leave and such other benefits to which the employee would normally be entitled for such time as the employee is engaged with such organization or component in training or active service ordered or authorized by proper authority pursuant to law, whether for State or Federal purposes, but not to exceed fifteen (15) days in any calendar year. For the purposes of this subsection, such annual military leave shall be considered to be with pay if the City pays the employee the difference between the employee's regular salary and any compensation paid to the employee by the military forces. Annual military leave shall not be allowed if the employee fails to return to employment with the City immediately on being released from such military service unless the employee is prevented from so returning by physical or mental disability or other cause not due to the employee's fault. Notwithstanding anything to the contrary herein, City Council by resolution may extend any City benefits described in this paragraph beyond the time period required by law.
2. **Extended Military Leave.** Employees, who are members of any military unit, as set forth in Subsection 1 of this Article, are required by proper authority to continue in such military service beyond the time for which pay is allowed pursuant to Subsection 1 of this Article, shall be entitled to military leave with pay, seniority, vacation leave and such other benefits to which the employee would normally be entitled for such time as the employee is engaged in active service ordered or authorized by proper authority pursuant to law, whether for state or federal purposes, not to exceed a cumulative leave period of five years with right of reinstatement as set forth in C.R.S. § 28-3-604. Exceptions to the maximum cumulative leave period of five years as included in the federal Uniformed Services

Employment and Reemployment Rights Act (USERRA) may be granted by a resolution approved by the City Council.

3. **Emergency Military Leave.** Employees, who engage in active military service in time of war or other emergency declared by proper authority of the State or the United States, for which leave is not otherwise allowed by law, are entitled to a leave of absence from employment with the City without pay during such service with the right of reinstatement as provided in C.R.S. § 28-3-604.

## **ARTICLE 19**

### **UNPAID LEAVE OF ABSENCE**

1. In the sole discretion of the appointing authority and upon the recommendation of the Chief or his or her designee, an employee may be granted a leave of absence without pay for a period not to exceed twelve (12) months.
2. Such leave may be granted only after an employee submits a written request to the Human Resources Director setting forth the reasons for the proposed absence and the employee's record indicates that it would be desirable to retain the services of the employee in the future.
3. Such leave shall not be considered in computing an employee's seniority or in determining the employee's rights to any fringe benefits. During any leave of absence without pay, the City shall make no contribution to any fringe benefit to which the employee is entitled; provided, however, that an employee may continue to participate in any fringe benefit program in which the employee was participating prior to such leave of absence by depositing with the City, in a timely manner, the full amount of any benefit premium normally paid by the City pertaining to such fringe benefit.
4. Unless otherwise agreed to by the City and the affected employee, any vacancy by reason of an authorized leave of absence shall be filled only by a temporary appointment.
5. An employee granted a leave of absence shall give fifteen (15) days' written notice to the appointing authority of such employee's intention to return to employment with the City by the expiration date or the employee is considered to have resigned. Upon the employee's return, the employee shall be reinstated to the position vacated by leave of absence, or to any other vacant position within the same classification. An employee's failure to return to work on the first working day

following the expiration of the leave of absence shall constitute a resignation, unless the employee has previously notified the appointing authority of the employee's inability to return to work on such date, and an extension of the leave of absence is approved by the appointing authority.

6. The appointing authority may grant a leave of absence under such other terms and conditions as the appointing authority deems appropriate.

## **ARTICLE 20**

### **SUMMARY SUSPENSION**

1. **Summary Suspension.** An employee may be suspended pursuant to the provisions of Personnel Code Section 54-186 prior to a hearing:
  - a. Pending the determination of a disciplinary action resulting from the alleged commission of a felony or a crime of moral turpitude;
  - b. For the protection of persons or property; or
  - c. To ensure the efficient operation of city government.
2. **Suspension of Intoxicated or Impaired Employee.** An employee who is reasonably suspected to be under the influence of or impaired by the consumption of alcohol and/or drugs may be relieved from the employee's job duties pursuant to the provisions of Article XI of the Personnel Code.
3. **Pending Investigation.** In accordance with applicable rules, regulations, policies or orders of the Department, a police officer may be relieved from such officer's job duties prior to a hearing during the pendency of an investigation of any incident in which the officer discharged a firearm or used deadly force in the course of such officer's employment.
4. **Best Interests of City.** If in the best interests of the City, the appointing authority may relieve an employee from the employee's job duties.
5. **Pay and Fringe Benefits.** Except as otherwise provided in the Personnel Code, an employee who has been suspended or relieved from job duties pursuant to this Article shall receive such pay and fringe benefits as are authorized by Personnel Code Sections 54-49 and 54-326, respectively, but not to include automobile, uniform or tool allowances

**6. Immediate Suspension for Protection of Persons and Property.**

- a. Any employee against whom disciplinary proceedings have been or will be instituted where a reasonable basis is found that the employee would endanger persons or property or substantially interfere with the efficient operation of City government, should the employee be permitted to remain in the employee's present position during the pendency of such disciplinary procedures, shall be subject to immediate suspension by the appointing authority.
- b. Any summary suspension of an employee pursuant to the provisions of this subsection shall be with pay and fringe benefits except for automobile, uniform or tool allowances until such time as the disciplinary action is resolved pursuant to the provisions of Personnel Code Section 54-183, except that any summary suspension for failure to obtain and maintain a current license or certificate required as a condition of employment may be without pay. An employee may submit a written notification to the appointing authority requesting a review of this decision.

**7. Suspension of Employee Facing Criminal Charges.** An employee who has been charged with a felony or crime of moral turpitude may be immediately suspended upon the filing of such charges and disciplinary proceedings may be instigated against such employee. The factors to consider to determine if suspension and disciplinary proceedings instigated against the employee are warranted are whether suspension and/or disciplinary proceedings are in the best interests of the city and if such charges against the employee relate to his or her employment. The suspension shall be with pay and fringe benefits except for automobile, uniform or tool allowances until such time as the disciplinary action is resolved pursuant to the provisions of Personnel Code Section 54-183.

**8. No Right to Appeal.** Any employee who is summarily suspended pursuant to the provisions of this section shall have no right to appeal such suspension. However, the Chief or his or her designee will notify the appointing authority of the expected time for completing the investigation into the matter problem.



**ARTICLE 21**  
**INJURY LEAVE AND TEMPORARY DUTY ASSIGNMENTS**

1. **Injury Leave.** Employees will be granted injury leave in accordance with the following:

- a. Any employee who is temporarily unable to perform the duties of such employee's position as a result of a work-related injury or illness and who is eligible for benefits under the State Worker's Compensation Act shall be entitled to injury leave not to exceed ninety (90) days. In the event that the employee's disability absence extends beyond ninety (90) days, the employee shall be eligible for 2/3 of their base wage and the employee has the option of supplementing with accumulated sick and vacation leave during this time.
- b. An employee shall be required to undergo an examination by a City-designated physician for purposes of determining if the employee has incurred an injury or condition which renders the employee temporarily unable to perform the duties of such employee's position as the result of a work-related injury or illness and, for purposes of determining what duties or type of work, if any, the employee is able to perform.
- c. Prior to release to normal duties and in the City physician's opinion, an employee is capable of performing duties which involve lesser physical demands, the employee may return to work under the conditions set forth by the physician.

**2. Light Duty or Temporary Duty Assignments**

- a. **Duty Related Injuries.** When an employee is injured in the line of duty, the City shall attempt in good faith to provide light or temporary duty assignments to him or her, consistent with any restrictions the workers' compensation doctor has identified. The City must first identify positions within the Department available for transitional duty before officers are assigned to transitional duty positions outside the Department. The City is under no obligation to create a position or job for the purposes of this Article.

- b. **Non-duty Related Injuries.** When an employee is unable to perform his or her regular work assignment due to a non-duty related injury, the City may offer light-duty or temporary assignments to him or her, to the extent productive work is available. The City is under no obligation to create a position or a job for the purposes of this Article.

## **ARTICLE 22**

### **ANNUAL PAY PLAN**

The parties agree to follow the current Police Pay Plan Process ("Process"), in which each year the City and the Department work jointly to create a pay plan for the upcoming year to include any economic adjustment applied to pay range; any step increases to ensure progression through the range that work in conjunction with merit increases established by the City; and any market increases, where the City deems appropriate. This Process currently has the following components:

1. **Pay Plan Structure.** The pay plan for Police Officers and Sergeants is considered a merit and step system. Employees move through the range based on annual step increases, however may progress slower or quicker based on their performance.
2. **Data Gathering.** Human Resources ("HR") is responsible for collecting information from the established survey jurisdictions, including without limitation pay plans, number of steps, and years to maximum. This information is analyzed to determine common practices, averages, and medians. The established surveyed jurisdictions shall be Adams County, Arvada, Aurora, Broomfield, Boulder, Commerce City, Fort Collins, Lakewood, Longmont, and Westminster.
3. **Police Pay Plan Committee ("Committee").** The Committee currently consists of four (4) Police Officers, one (1) Police Sergeant, one (1) Deputy Chief, and one or more HR representatives. The FOP shall appoint the four (4) officers and one (1) sergeant to the committee, and the remaining police representatives shall be selected by the Chief or his or her designee.
  - a. At the initial meeting of this Committee, the information gathered by HR is presented. During this discussion HR makes recommendations regarding market increases to ensure the position of Police Officer is competitive as compared to market at both entry and maximum of range and the position of Police Sergeant is competitive at maximum of range. A recommendation is then formed by the entire Committee that HR will then include as part of the citywide pay plan process for approval by City Council.

- b. During this meeting, the Committee also reviews current pay rates of existing Police Officers and Sergeants to ensure they are progressing through the range and, if appropriate, recommends progression adjustments. This review is done anonymously by replacing employee names with sequential numbers in order of hire date. Information pertaining to type of hire (entry or lateral) and hire date is also provided as part of the review. Information is gathered from the survey jurisdictions to determine the average amount of years it takes a Police Officer and Sergeant to reach the maximum rate for each position. The average amount of years is then applied to Thornton Police Officers and Sergeants based on the most common Performance Appraisal rating given in the previous review cycle. The Committee makes recommendations to be included in the following year's budget pending City Council approval.
- c. Additional meetings can be held if needed. Further, if individuals have questions or concerns regarding their progression thru the pay range, they may bring those to the attention of the Chief or his or her designee who may raise those issues with Human Resources. If and when this occurs, Human Resources will review the information and provide a response back to the Chief or his or her designee as to whether a mid-year adjustment is appropriate.

4. **City Performance Appraisal Process.** Information pertaining to the City Performance Appraisal Process can be located in § 54-51 of the City's Personnel Code and Administrative Directive 2-15, as amended from time to time, including without limitation the evaluation period; eligibility for a Performance Appraisal based on hire date; and information on how specific pay increases are provided.

- a. Human Resources determines the approved forms to be used each year, which contain the rating options and their definitions. The approved forms currently include an Employee Input Form, General Performance Appraisal Form for line level employees and a Supervisory Performance Appraisal Form. Additional forms may be created by Human Resources.
- b. In addition to the ratings contained within the Performance Appraisal Forms, Human Resources may also establish an additional rating to recognize higher achievement, such as Special Merit.
- c. Employees who receive an overall unsuccessful/improvement needed rating may be subject to an Improvement Plan established by the Department and Human Resources. The Improvement Plan

is generally ninety (90) days in length, but may be extended by the Chief and his or her designee depending on the employee's performance.

**5. Pay Increases.** Any increase may consist of the following:

- a. Economic Adjustment/Cost of Living Adjustment. Employees with overall successful or equivalent or higher ratings are eligible to receive any economic adjustment added to their base pay, but not to exceed the maximum of the pay range. This amount is determined by Human Resources through reviewing comparison information from survey jurisdictions and other related sources.
  - b. Merit Adjustment. Employees with successful or equivalent or higher ratings are eligible to receive a merit increase determined by Human Resources based on the overall merit pool established by City Council. The established merit pool establishes the budget that can be spent towards merit. Any merit adjustments are added to the base pay, but cannot exceed the maximum of the range. Any additional amount in merit, is provided in the form of a lump sum and shall not affect the employee's base pay or fringe benefits.
  - c. Market Adjustment. Based on the review of the Committee, market adjustments may be recommended to a position to ensure it is competitive as compared to market data. The amount of a market adjustment will be applied to the pay range. Employees within this position will receive the equivalent market adjustment added to the base pay.
  - d. Progression Adjustment. Based on the review of the Committee, progression adjustments may be recommended for individuals to ensure they are progressing through the established pay range based on years of service and performance. These amounts will be added to base pay.
6. Eligibility for and/or timing of any pay increases may be affected if an employee receives a Performance Appraisal rating less than successful or an equivalent rating based on Personnel Code § 54-51 (b) (2) and Administrative Directive 2-15, as amended from time to time.

## **ARTICLE 23**

### **OVERTIME, COMPENSATORY TIME, AND OTHER PAID TIME**

1. **Work Period.** The designated work period for all employees covered by this agreement shall be forty (40) hours in seven (7) consecutive days. The work week will start on Sunday and end the following Saturday. Hours worked in excess of

forty (40) hours in a work period shall be paid at the rate of one and half (1.5) times the employee's regular rate of pay. There shall be no duplication or pyramiding of overtime pay and employees shall not be paid more than once, for more than one reason or under more than one provision of this Agreement for the same hours worked.

2. **Hours Worked.** Outside of actual hours worked, only holiday time and vacation leave shall count as hours worked in determining eligibility for overtime. No other leave time or paid or unpaid time off shall count as hours worked for purposes of calculating overtime.
3. **Call-back Time.** Call-back is additional time worked that requires the employee to return to a work site after the end of, or prior to the beginning of, their scheduled shift; or to return to a work site on a regular scheduled day off. Employees who are called back to work shall be paid a minimum of two (2) hours or actual hours worked, whichever is greater, paid at straight time rates unless such time results in overtime. Employees' start time shall begin at the time that they receive the phone call directing them to return to work. This section shall not apply when an employee is directed to come in immediately before or remain at work immediately following their scheduled shift.
4. **Overtime Assignment.** Except where an immediate need exists as determined by the Chief or his or her designee, overtime shall be offered to employees on a first-come, first-served basis, provided that employees may not sign up for overtime more than once in a three (3) day period. The Chief or his or her designee may assign any unclaimed overtime shifts to employees in his or her sole discretion.
  - a. When employees are on a grant-based assignment, such as DUI enforcement, they shall be paid overtime (at the overtime rate set forth above in Section 1 of this Article), unless otherwise provided by the grant.

## 5. **Compensatory Time**

- a. Employees may, at their discretion, elect to receive compensatory time in lieu of payment for overtime. Compensatory time shall be earned at the rate of one and one-half (1.5) hours of compensatory time for each hour worked in excess of the established workweek.



The maximum number of compensatory time hours that an employee may accumulate shall be limited to one hundred (100) hours.

- b. Employees must have prior approval from the Chief or his or her designee before utilizing accrued compensatory time off. An employee, who has accrued compensatory time, may request the use of such time by submitting the appropriate leave request. Compensatory time requests shall only be denied when the granting of such time will "unduly disrupt" the operations of the Department, meaning that it would impose an unreasonable burden on the agency's ability to provide services of acceptable quality and quantity for the public during the time requested without the use of the employee's services, including without limitation maintaining minimum staffing levels and ensuring adequate staffing during emergency situations.
- c. All or part of any accrued compensatory time balances may be converted to cash payment, at the discretion of the Chief or his or her designee, at the end of each budget year.
- d. An employee may take such compensatory time that has been accumulated in increments of not less than fifteen minutes.

#### **6. Court Time and Administrative Hearing Compensation and Jury Pay**

- a. "Court Time" shall mean any time spent attending a hearing involving criminal, civil, or traffic cases to which the employee has been subpoenaed or summoned. Court time shall also mean required meetings with the DA's office outside of the employee's regular scheduled shift.
- b. This Article does not apply to appearances at hearings involving internal discipline, or involving private or personal matters not related to employment with the City of Thornton.
- c. Off-duty court time shall be compensated at the employee's regular hourly rate of pay.
- d. If an employee, outside of his or her regular scheduled shift, reports for Court Time or an administrative hearing for which he or she was

subpoenaed or summoned, and is called off en route or upon arrival at that location, then the employee shall be paid a minimum of two (2) hours of straight time pay. Should any overtime occur, such pay can also be converted into compensatory time.

- e. Any employee who is required to serve as a juror in a Federal, State, County or Municipal Court during the employee's regular work hours shall be granted jury leave with pay to serve in such capacity. An employee who is called for jury duty shall present to the employee's supervisor the original summons from the court, and at the conclusion of such duty, a signed statement from the clerk of court or other evidence showing the actual time of attendance at court. For the purposes of this Section, such jury leave shall be considered to be with pay if the City pays the employee the difference between the employee's regular salary and any jury fees paid to the employee, exclusive of meals and travel expenses.

- 7. **Daylight Savings Time.** When employees are required to work an extra hour of time due to daylight savings time change, they 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 (10) hour shift.
- 8. **On-call Pay.** A department member who is placed on "on-call" time shall receive one eighth (1/8) of an hour of pay for every hour he or she is placed on call, at the employee's regular hourly pay for each day that the department member is placed on call.
- 9. **Duty Related Phone Calls.** Employees who receive one or more phone calls, text messages, or emails from any Sergeant or Commander or their designee, while off-duty, which lasts longer than five (5) minutes, and which concerns job-related issues, shall be compensated at the overtime rate for the actual time spent on the call rounded to the nearest fifteen (15) minute interval. Employees may be required to prepare reports detailing the reason for and time expended on each such off-duty phone conversation.

**ARTICLE 24**  
**SPECIALTY PAY/COLLATERAL DUTY PAY**

1. **Canine Officers.** Canine Officers with assigned canine partners shall be paid as contemplated in the individual agreements they execute with the City.
2. **Field Training Officers (FTOs).** Field Training Officer (FTOs) shall be paid an additional \$30 per day each day they are assigned a probationary officer within the established FTO program or assigned an officer for remedial training.
3. **Multilingual Pay.** Bargaining unit members shall be eligible for multi-lingual pay pursuant to City of Thornton Administrative Directive 2-47. Employees who meet the criteria for multilingual compensation under the directive shall be deemed to be required to have such abilities in their regular job duties.
4. **Service Awards** Employees upon reaching the work anniversaries below will be paid the following one-time Service Awards:

<u>Anniversary</u>	<u>Service Award</u>
5 years	\$50.00
10 years	\$100.00
15 years	\$150.00
20 years	\$200.00
25 years	\$250.00
30 years	\$300.00
35 years	\$350.00
40 years	\$400.00
45 years	\$450.00
Retirement*	\$500.00

\*As defined in Personnel Code Section 54-152.

**ARTICLE 25**  
**OUT OF CLASS PAY**

Employees who are assigned to work in a position of higher rank for a period of fifteen (15) or more workdays within any six-month period will be compensated for all hours worked at the higher rank at the rate of pay for the first step in the pay scale of the higher rank or 5% above their current rate of pay, whichever is greater.

**ARTICLE 26**  
**EQUIPMENT AND UNIFORM MAINTENANCE**

1. Employees shall be issued uniforms and receive allowances as stated in the Department's Police Officer Uniform Issuance Checklist. Employees shall maintain their uniforms as stated in the Department's Uniform Regulations Policy.
2. The City shall pay each sworn employee an annual allowance for care and maintenance of uniforms and equipment in the following amounts: eight hundred and eighty-four dollars (\$884) for all uniform employees and five hundred and forty-one dollars (\$541) for all non-uniform Employees. For employees working in a uniform position, the uniform allowance shall be provided as a stipend for use at an approved Department vendor. For non-uniform employees, the allowance shall be provided in the employee's paycheck, subject to applicable withholdings.

**ARTICLE 27**  
**EDUCATIONAL AND TUTION REIMBURSEMENT**

1. The parties to this Agreement recognize the need for job-related education and training and encourage employees to engage in such training to the fullest extent possible without adversely affecting the employees on the job performance.
2. Any employee shall be eligible for education assistance for job-related credit courses from either an accredited college or university or a non-accredited educational institution, subject to funding as approved by the City Council, for which the employee obtained prior approval from the Chief or his or her designee and the Human Resources Director. Where such prior approval has been given, the City shall reimburse employees in accordance with the following:
  - a. Employees who receive a course grade of an A or B, shall be reimbursed for one hundred percent (100%) of the costs of tuition, books and course-related fees.
  - b. Employees who receive a course grade of a C, shall be reimbursed for fifty percent (50%) of the costs of tuition, books and course-related fees.
  - c. Employees who receive a course grade of a D or F, shall be not be reimbursed for the costs of tuition, books and course-related fees.
  - d. When an employee takes a pass/fail course, the employee shall be reimbursed one hundred percent (100%) of the costs of tuition, books

and course-related fees. Employee who failed shall not receive reimbursement.

3. Employees shall receive no more than six hundred and fifty dollars (\$650) in such reimbursements in any calendar year. However, if during the budget year funds are available and it appears to be warranted, the Human Resources Director is authorized to increase the limit which may be received to a total not to exceed one thousand dollars (\$1,000) per employee. Employees who receive Education and Tuition benefits from other sources, including but not limited to veteran's assistance programs, shall first apply for such benefits before requesting assistance from the City. Employees, who receive benefits from another source, may apply for and be provided education and tuition reimbursement to supplement the benefit(s) received from other sources
4. Should the employee through voluntary resignation, leave the City's employment within twelve (12) months of having completed a course(s) for which the employee was reimbursed, such reimbursement shall be refunded to the City by the employee.

## **ARTICLE 28**

### **INSURANCE**

1. **Failure of Carriers.** The failure of any insurance carrier to provide any of the benefits for which the carrier has contracted, for any reason, shall not result in any liability to the City or the FOP; nor, shall such failure be considered a breach by either the City or the FOP of any obligation under this Agreement. Eligibility, coverage, and benefits under any insurance plan are subject to the terms and conditions, including any waiting period or other time limits contained in the contracts between the City and the carrier(s).
2. **Health and Dental Insurance.** For the term of this Agreement, the City will provide the same health, dental and vision insurance coverage for members of the bargaining unit as the City provides for Career Service employees.
3. **Retiree Health.** The health insurance coverage, to the extent the insurance carrier will provide the coverage, shall be made available to employees and their dependents if the employee has retired and meets one or more of the following conditions:
  - a. The employee has completed at least twenty (20) years of service;



- b. The employee has completed at least ten (10) years of service, and is at least fifty-five (55) years of age; or
  - c. The employee qualifies for disability retirement.
- 5. **Basic Life Insurance.** The City will pay the full cost of the premium for group term life insurance coverage for all employees which is one and one-half times the employee's annual base salary rounded up to the next one thousand dollars (\$1,000.00), not to exceed an amount of four hundred thousand dollars (\$400,000). This plan also insures the employee's spouse, domestic partner, and/or children as defined in the existing group term life insurance policy for up to one thousand dollars (\$1,000) each.
- 6. **Long Term Disability.** Employees who qualify for Long-Term Disability benefits under the provisions of the City's Long-Term Disability policy for Police Officers and Sergeants who were hired before January 1, 1997 or are no longer eligible under the State-Wide Death and Disability based on age and service will be provided sixty percent (60%) of the employee's base salary that is in effect at the time of the initial date of absence and/or injury, subject to the provisions of the applicable insurance policy.
- 7. **Short Term Disability Insurance.** The City shall provide short-term disability coverage for off-the-job injury. This coverage shall provide fifty percent (50%) of salary for a period no longer than the duration of the leave for said injury, but in no event to exceed one hundred and eighty (180) days from the first day of absence, such coverage to commence after utilization of accumulated sick leave; and, in no event, before thirty (30) consecutive calendar days of absence. The plan shall be determined by the City. This Agreement shall have no impact on coverages provided under State law.
- 8. **Supplemental Term Life Insurance.** Employees may purchase additional term life insurance for themselves, following the guidelines set forth for Career Service employees for their spouse, domestic partner, and/or child(ren). Proof of good health may be required for some coverage amounts and for late enrollments.
- 9. **Voluntary Accidental Death and Dismemberment (AD&D).** Employees may purchase AD&D coverage for themselves, following the guidelines set forth for Career Service Employees for their spouse, domestic partner, and/or child(ren).
- 10. **Employee Assistance Program (EAP).** Subject to the terms and conditions of the EAP program, EAP counseling is free to all employees and their family who

are experiencing difficulty in managing personal crises. Participation in the EAP is voluntary and confidential. EAP staff is available twenty-four (24) hours a day, seven (7) days a week for crisis calls, counseling and referrals.

11. **Confirmation of Disability.** Upon request by the Chief and his or her designee and with approval of the Human Resources Director, an employee may be required by the Human Resources Director to undergo an examination by a City designated physician for purposes of determining if the employee has incurred a disability which renders the employee temporarily unable to perform the duties of his/her position or other light duty assignment(s) that may be appropriate and available, as determined by the Chief. Employees who refuse a medically authorized assignment may be subject to a reduction in, or loss of some benefits and compensation, and/or disciplinary action.
12. **IRS Section 125 Plan.** For the term of this Agreement, the City will provide the same IRS Section 125 Plan for members of the bargaining unit as the City provides for Career Service employees.
13. **Retiree Health Savings (RHS) Program.** For the term of this Agreement, the City will provide the same RHS Program for members of the bargaining unit as the City provides for Career Service employees. This benefit includes the option of forfeiting one (1) unused floating holiday and any vacation hours accumulated above two hundred forty (240) hours up to a maximum of forty (40) hours into their RHS accounts.
14. **State-Wide Death and Disability.** The City shall provide death and disability coverage pursuant to C.R.S. § 31-31-811, as amended from time to time.

## **ARTICLE 29**

### **LINE OF DUTY DEATH**

1. When an employee is killed in the line of duty, or dies as a direct and proximate result of injuries or illness sustained in the line of duty, the City shall be responsible for reasonable funeral, burial, or cremation expenses incurred by his or her survivors up to a maximum of ten thousand dollars (\$10,000), less funeral, burial, or cremation payments received under the Workers' Compensation Program.
2. The City will pay the full cost of health, dental and vision insurance for the bargaining unit member's spouse and dependents, covered by the City at the time

of said death of a bargaining unit member, who is killed in the line of duty, or who dies as a direct and proximate result of injuries or illness sustained in the line of duty. Eligibility shall remain consistent with the current plan. Payment will be made for up to a maximum of two (2) years after the death of the officer, or until spouse or dependents are no longer eligible for such insurance programs, whichever occurs first.

3. All other guidelines not mentioned in this article will follow the Department's Policy on Line-of Duty Deaths and Critical Injuries., as amended from time to time.

### **ARTICLE 30**

### **SPECIAL DETAIL ASSIGNMENT**

1. Special Detail Assignments shall be governed as stated in the Department's Special Detail Assignment and Secondary Employment Policy, as amended from time to time.

### **ARTICLE 31**

### **ADMINISTRATIVE INVESTIGATIONS**

1. **Definition.** An Administrative Investigation shall mean a non-criminal administrative investigation which may result in the discipline or discharge of an employee.
2. Any member, who has completed an initial new hire probationary period, as defined by the City, shall be provided certain rights during the course of an Administrative Investigation and the disciplinary process as described herein.
3. A member, who is the subject of an Administrative Investigation, shall be informed, in writing of the existence of the complaint and/or the specific allegations which initiated the Administrative Investigation.
4. A member, who is under investigation, shall be presumed innocent and the investigation shall be conducted in a fair and impartial manner using standard investigative practices and all guidelines set forth in the City of Thornton Personnel Complaints and Internal Investigations Policy.

**ARTICLE 32**  
**GRIEVANCE PROCEDURE**

**1. Filing.**

- a. Any non-probationary employee may file and process grievances in strict conformity with the procedure and provisions of this Article.
- b. Any aggrieved employee may seek the assistance of the FOP in preparation and presentation of a grievance. However, any employee may seek redress or adjustment of grievances or complaints by discussion within the chain of command and without the necessity of consulting with the FOP or involving a FOP representative in such discussion; provided, however, that any resolution is not inconsistent with this Agreement. A copy of all grievances shall be filed with the FOP. Such grievances, to be filed simultaneously with the FOP and the City, must be submitted on the appropriate grievance form. At any step short of arbitration. The employee may request to be assisted by a FOP representative.
- c. Wherever the word "days" is used in this Article and is not otherwise specified, that word shall mean calendar days.
- d. Any non-probationary employee may file a grievance following the steps outlined in this Article.

**2. Definition.** A grievance, as defined in this Agreement, is:

- a. A claim by an employee arising during the term of this Agreement, to the effect that an express provision of this Agreement, the Departmental Rules, Regulations, and/or Guidelines, has been improperly interpreted or applied except that grievances involving Department Rules, Regulations, and/or Guidelines shall conclude at the step prior to arbitration. All other grievances are eligible to be processed to arbitration.
- b. A claim that the employee has been discriminated against on the basis of race, creed, religion, disability, military veterans, sex, marital status, national origin or age, in each instance as prohibited by applicable State or Federal law provided, however, that such a grievance shall be processed up to the arbitration step unless settled



at an earlier step of the grievance procedure, provided that the matter need not be arbitrated unless the grievant executes a waiver of any right to sue the City or to pursue any claim covered by said grievance in any form administrative or legal forum, such waiver to be in a form agreeable to the City.

- c. Any grievance must be in writing on the grievance form developed by the City and the FOP and must contain each of the following items:
  - i. The matter complained of;
  - ii. The date on which the matter complained of occurred;
  - iii. The sections or the provisions of the Collective Bargaining Agreement allegedly misapplied or misinterpreted;
  - iv. The disposition sought by the aggrieved employee;
  - v. The signature of the employee who claims to be aggrieved by the matter being complained of and whom any remedy shall apply;
  - vi. Tracking information to track the dates;
  - vii. The date of the grievance.

3. **Procedure.** The grievance procedure shall be as follows:

- a. The grievance form must be presented to the Chief or his or her authorized designee, in written form, in accordance with the conditions set in the Definitions Section of this Article, within fourteen (14) calendar days of the date on which the incident or event giving rise to the grievance occurred. After the grievance is presented to the Chief or his or her authorized designee, the FOP shall have fourteen (14) calendar days within which to file the statement of the FOP's position on the grievance. The Chief or his or her authorized designee, shall give their written answer to the grievance within fourteen (14) calendar days of the date on which they received the statement on the FOP's position.
- b. If the employee is not satisfied with the answer provided by the Chief or his or her designee the employee may request a meeting with the Human Resources Director, or his or her designee, to hear such grievance, provided that the request is made in writing, signed by the employee, co-signed by the President of the FOP, and presented to



the Human Resources Director within seven (7) calendar days of the date of the Chief's answer and the previous step of the procedure. The Human Resources Director, or his or her designee, shall answer the grievance in writing within seven (7) calendar days of the date on which the meeting was held.

- c. If the employee is not satisfied with the answer of the Human Resources Director, he or she may request a meeting with the City Manager, or his or her designee, provided that such request is presented to the City Manager within seven (7) calendar days of the date of the written answer provided by the Human Resources Director or his or her designee. The City Manager or his or her designee, shall answer the grievance in writing seven (7) calendar days of the date the meeting was held.
- d. If the employee is not satisfied with the answer provided by the City Manager or his or her designee, the FOP may request arbitration of the dispute within fourteen (14) calendar days of the date of the City Manager or his or her designee, rendered the decision. Waivers as referred to in the Definition Section of this Article shall be executed at this time.
- e. Promptly after receiving demand for arbitration, the parties shall attempt to agree upon an impartial arbitrator to hear the dispute. If the parties are unable to agree upon an arbitrator within fourteen (14) calendar days, they shall request that an arbitrator be appointed by the American Arbitration Association under normal procedures in effect for the selection of arbitrators. The arbitrator's recommendation or decision shall be based solely upon the terms of this Agreement and the arbitrator shall be without power or authority to make any recommendation or decision to the contrary to or inconsistent with, increasing or decreasing any term, enlarging or diminishing any benefit or power, or modifying or varying in any way the terms of this Agreement. The arbitrator shall establish procedural rules, conduct necessary hearings and issue his or her written findings to the City, the employee, and the FOP within thirty (30) days of the termination of the hearings. The arbitrator's award shall be binding on all parties, and the provisions of this Article shall be construed under, and consistent with, the provisions of the Colorado

Uniform Arbitration act of 1975, unless deemed invalid by future Colorado State law.

- f. Costs and services of the arbitrator, including per diem expenses, actual and necessary travel, and subsistence expenses shall be shared equally by the parties.

#### **4. Miscellaneous Provisions**

- a. No reprisals shall be taken against any participant in any grievance procedure because of such participation.
- b. Any grievant may, upon request, be presented at any level of this grievance procedure by the representative of the FOP or its counsel, with the approval of the FOP, but no employee may be represented by any representative of any employee organization other than the FOP.
- c. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned less any compensation received for temporary employment obtained subsequent to removal from the City payroll and less unemployment compensation benefits.

#### **5. The following stipulations shall govern all aspects of grievance processing under this Agreement:**

- a. The processing of any written grievance filed under this Agreement shall be, whenever reasonably possible, during non-working time of the aggrieved employee and the FOP representative involved, if any.
- b. The time limits set forth for the processing of grievances shall be strictly adhered to. In the event that a grievance is not appealed to the next step of the grievance procedure in writing pursuant to the requirements of this Article, and in accordance with the time limitations specified, such grievance shall be declared closed and settled on the basis of the most recent decision of the Chief or Human Resources Director or City Manager (or their designee) as applicable. Extensions may be requested by either party; however, any extensions of time must be in writing. In the event that a

grievance response is not provided by the Chief or Human Resource Director or the City Manager (or their designee) as applicable, within the time allowed, the grievance may be processed at the next step as if denied on the final day available to answer.

6. Any provisions of this Agreement to the contrary notwithstanding, the following matters shall not be proper subject for the grievance arbitration procedure provided in this Article:

- a. Any matter not involving an express term or provision of this Agreement except that charges asserting violation of State and Federal Equal Employment Opportunity laws may be arbitrated where a waiver of any right to sue has been executed by an aggrieved party in a form agreeable to the City.
- b. Any matter which arose outside of the period during which this Agreement is effective;
- c. Any grievance which is not filed in accordance with the provisions of this Article or does not meet the definition of a grievance as set forth by this Article;
- d. Any matter reserved solely as a Right of Management, or to the discretion of the City Manager or Police Chief, or their designee, by the terms of this Agreement;
- e. Any matter which would require a change from the wages, rates of pay, fringe benefits, grievance procedure, and all other terms and conditions of employment as set forth in this Agreement; and
- f. Any matter governed by the Charter of the City, the policies and the Rules and Regulations of the Department not inconsistent with the express terms of this Agreement, City Charter or ordinances, Statutes, or Constitutional provisions.

7. It is specifically understood and agreed that this Agreement shall be enforceable in a Court of Competent Jurisdiction, in the same manner as any other contract; provided, however, that no action for alleged breach of contract may be instituted until the procedure outlined in this Article has been completed.

**ARTICLE 33**  
**PROBATIONARY PERIOD**

1. The probationary period for Police Officers commences on the date of appointment and ends eighteen (18) months after the Police Officer has completed all training as determined by the Chief. Probationary employees do not have any appeal or grievance rights and may be laid off or terminated at the discretion of the appointing authority.
2. Any approved leave without pay, injury leave that is taken during the probationary period, or period of police training as a recruit, including, but not limited to, orientation, attendance at police training academy, and completion of the field training program, may extend an employee's probationary status. The appointing authority may, after recommendation from the Chief or his or her designee, extend the probationary period if the appointing authority believes it to be in the best interest of the organization and the employee.
3. To accommodate the needs of the department, probationary status employees may be assigned shifts and days off by the Department. This includes a change of shift or days off during probation. Reasonable effort will be made to accommodate employee choice, but the needs of the Department shall prevail.

**ARTICLE 34**  
**LAYOFF AND RECALL**

1. In the event of a layoff, employees shall be laid off on the basis of inverse seniority, provided the employee possesses the demonstrated ability to perform the duties as required to carry out the mission of the Department. For the purposes of administering this Article, seniority is defined as the length of an employee's continuous service in a classification since the last date of hire in that classification.
2. Any bargaining unit employee who is to be laid off who had advanced to their present classification from a lower classification within the bargaining unit in which they held a regular appointment shall be offered a position in the lower classification. Seniority for the purpose of bumping to the lower classification shall be aggregate of the bargaining unit employee's seniority in the lower classification and all higher classification.
3. No new employees shall be hired in a classification until all employees' layoff status in that classification have had an opportunity to return to work. Layoff status



shall not extend beyond 24 months. Employees will be called back from layoff status in the inverse order of layoff provided the employee possesses the demonstrated abilities to perform the duties as required. Employees must pass classification appropriate screening and testing as part of the recall process.

4. When recall occurs, the City will notify the employee through registered mail. The employee is obligated to keep the City informed on their current address. An employee on layoff status shall accept or decline the opening within seven (7) days of notification. The employee shall be available to return to work within fourteen (14) calendar days of notifying the City of their intent to return to work. An employee's denial or acceptance of the recall shall be conveyed in writing. In the event the employee declines or fails to notify the City in the above specified time, all recall rights will be waived.

### **ARTICLE 35** **SEVERABILITY**

1. Should any Article, Section or portion(s) thereof this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion(s) thereof directly specified in the decision, and the remaining parts of portions of the Agreement shall remain in full force and effect. Upon the issuance of such a decision, the parties agree immediately to commence negotiations for a substitute for the invalidated Article, Section or portion(s) thereof. However, if the parties are unable to agree within thirty (30) days following the commencement of the negotiations then the matter shall be postponed until contract negotiations are reopened. This thirty (30) day time period may be extended at the mutual agreement of the City and the FOP.
2. In addition to the provisions of Section 1 of this Article, in the event that it is determined the terms and conditions in this Agreement exceed any limitations imposed upon the City of Thornton by Article X, Section 20 of the Colorado Constitution (TABOR), or where otherwise determined to be contrary to law, then any Article of this Agreement so affected may be opened to further collective bargaining. Notifications of the requirement to open negotiations on that Article(s) shall be reduced to writing by the City, specifically citing the nature and extent of the prospective violation by any term or condition of the Agreement.



**ARTICLE 36**  
**EXCLUSIVENESS OF THE AGREEMENT**

The City and the FOP agree that the terms and provisions herein contained constitute the entire Agreement between the parties and supersede all previous communications, representations, or agreements, either verbal or written, between the parties with respect to the subject matter herein. The City and the FOP agree that all negotiable items have been discussed during the negotiations leading to this Agreement and, therefore, agree that negotiations will not be reopened on any item during the life of this Agreement except in accordance with the terms expressed in Article 37 of this Agreement.

**ARTICLE 37**  
**APPLICABILITY OF PERSONNEL CODE**

This Agreement shall not in any way be construed to expand, modify, delete, circumscribe, or alter the Personnel Code as it applies to FOP members, except as specifically stated herein. In the event of a conflict between this Agreement and the Personnel Code, this Agreement shall govern. In the event that an issue is not addressed in this Agreement, but is addressed in the Personnel Code, the Personnel Code shall govern.

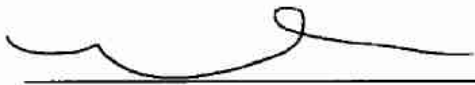
**AGREED:**

**CITY OF THORNTON**

**FRATERNAL ORDER OF POLICE  
 COLORADO LODGE 16**



Date: 8-24-2017




Date: 09-08-17

Attested: 

Kristen N. Rosenbaum, City Clerk

Approved as to Legal Form:



Luis A. Corchado, City Attorney