



COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE
CITY OF COMMERCE CITY
&
THE
FRATERNAL ORDER OF POLICE,
LODGE 19

JANUARY 1, 2017 – DECEMBER 31, 2017

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PREAMBLE

This Agreement between the City of Commerce City ("City") and the Commerce City Fraternal Order of Police Lodge 19 ("Employee Organization") is intended to promote a positive working relationship between the City and the Police Department employees, and to protect the health, safety, and welfare by assuring at all times the orderly and uninterrupted operations and services of the City government. It is understood that this Agreement was negotiated in good faith and shall not be violated or abridged in any way by either party. In this Agreement, the term "member" refers to any and all members of the bargaining unit (as defined by section 21.2 (a) of Chapter XXI of the City charter).

DEFINITIONS

"**Base Pay**" is the member's annual salary as calculated in accordance with this Agreement.

"**Chief**" means the Chief of Police of the City or the Chief's designee.

"**City Manager**" means the City Manager of the City or the City Manager's designee.

"**President**" means the duly elected President of the Employee Organization or the President's designee.

"**Major Discipline**" means a suspension of three days or more, and shall also include an education-based alternative that is offered in lieu of serving an unpaid suspension of three days or more.

ARTICLE 1: Recognition/Representation

The City recognizes the Employee Organization as the sole and exclusive bargaining agent for the members of the bargaining unit, in accordance with the provisions of Section 21.6 (d) of Article XXI of the City Charter.

ARTICLE 2: No-Strike Clause

The protection of the public health, safety, and welfare demands, and the Employee Organization and its members jointly and severally agree, that neither the Employee Organization nor its members, nor any person acting in concert with them, will cause, sanction, or take part in any strike, walkout, sit-down, slowdown, stoppage of work, picketing other than constitutionally protected non-strike picketing, retarding of work, sick-out or excessive absenteeism, withholding of services, or other interference with the normal work routine.

ARTICLE 3: Term of Agreement

This agreement shall take effect January 1, 2017 and remain in effect until midnight December 31, 2017.

ARTICLE 4: Litigation

A. The Employee Organization expressly agrees that it will not institute or participate in, except as co-defendant or co-plaintiff with the City, any lawsuit, or other legal proceeding, challenging the language of this Agreement as violative or void under law.

B. The Employee Organization further expressly agrees that in the event that

any claim, lawsuit, or legal proceeding is filed or commenced by any member or members of the Employee Organization, acting on their own personal behalf and not on behalf of the Employee Organization, challenging the language of this Agreement as being violative or void under law, the Employee Organization shall join with the City in defending, as a party defendant, the provisions and language of this Agreement.

ARTICLE 5: Management Rights

A. Except as otherwise specifically provided in this Agreement and in Section 21.4 of the Charter, the City has the sole and exclusive right to exercise all rights or functions of management, and that exercise of any such rights or functions shall not be subject to any grievance procedure, except as to resolution of whether or not a specific matter is a management right. The below enumerated rights of management are not all-inclusive, but indicate the type of matter or rights which belong or are inherent to management. Any of the rights, powers, and authority the City had prior to entering into this Agreement are retained by the City. Without limiting the generality of the foregoing, as used herein, the term "Rights of Management" includes:

- (i) The determination of the Police Department policy, including the right to manage the affairs of the Police Department in all respects;
- (ii) The right to assign working hours, including overtime;
- (iii) The rights to establish, modify, or change work schedules, manning, or equipment, amount of equipment in the main or reserve fleet, etc;
- (iv) The right to assign Police personnel to other duties within the Police Department when their equipment is out of service;
- (v) The right to direct the members of the Police Department, including the right to hire, promote, transfer, discipline, and discharge any member for just cause;
- (vi) The table of organization of the Police Department including the right to organize and reorganize the Police Department in any manner it chooses, including the size of the Police Department and the determination of the job classifications and ranks based upon duties assigned;
- (vii) The determination of the safety, health, and property protection measures for the Police Department;
- (viii) The selection, promotion, or transfer of employees to supervisory or other managerial or technician positions or to positions outside the Police Department;
- (ix) The allocation and assignment of work to personnel within the Police Department;
- (x) The determination of policy affecting the selection or training of new employees;
- (xi) The scheduling of operations;
- (xii) The establishment, amendment and enforcement of Police Department rules, regulations, and orders;
- (xiii) The transfer of work from one position to another within the Classified Service of the Police Department;

(xiv) The introduction of new, improved, or different methods and techniques of operation of the Police Department or a change in existing methods and techniques;

(xv) The placing of service, maintenance, or other non-police work with outside contractors or other agencies of the City ("Police work" being considered to be work calling for the response to criminal violations in progress, or where a felony investigation will be required, the making of probable cause arrests, personal services of summonses other than those approved for service by other persons, and preventive police patrol);

(xvi) The determination of the number of ranks and the number of personnel within each rank;

(xvii) The determination of the amount of supervision necessary;

(xviii) The transfer of personnel from one section or subdivision to another;

(xix) The determination of the number and duration of hours of assigned duty per week.

ARTICLE 6: Activity Allowances and Restrictions

A. Intimidation Prohibited. Neither the Employee Organization nor its officers, agents, representatives, or members will intimidate, interfere with, or coerce employees who are either members or non-members of the Employee Organization. Violations of this section by any employees shall be just cause for disciplinary action. Failure of the City to enforce any of the provisions of this Article in any one or more instances shall not be considered a waiver of its provisions.

(i) With prior approval of the Chief, the Employee Organization Executive Board shall be authorized to meet twice monthly while on-duty to conduct lodge business for no more than two (2) hours per meeting.

(ii) With prior approval of the Chief, the Employee Organization Executive Board shall be authorized to attend lodge meetings up to a total of four (4) hours per meeting while on-duty. The members of the Executive Board shall not be subject to the recall provision, except in the case of a City-wide emergency.

B. Employee Organization Activity Restricted. No Employee Organization activity or business of any kind will be carried on during working hours, on City property, or using City equipment except as specified elsewhere in this Agreement, without the express permission, in advance, of the Chief. Notwithstanding the foregoing, members may attend Employee Organization meetings while on their authorized meal breaks, subject to recall.

C. Bulletin Board Use and Limitations. The Employee Organization may maintain one (1) secure bulletin board in the Police Department. The Chief will approve the location of such bulletin board. The board may be used to post the following:

(i) The announcement of recreational or social affairs of the Employee Organization

(ii) The schedule of Employee Organization meetings and agendas.

- (iii) Notices of Employee Organization elections and their results.
- (iv) Reports of Employee Organization committees.
- (v) Policies of the Employee Organization or the City.
- (vi) Resolution of grievances under the Agreement.

D. Postings shall not contain comments on the administration or the politics of the City, nor upon any individual employee. There shall be no postings regarding any political candidates, nor postings concerning any issues being considered as part of a federal, state or municipal election. The bulletin board will be paid for by the Employee Organization, which shall also be responsible for its maintenance and security. Only members of the Executive Board of the Employee Organization shall have authority to place a posting on the bulletin board and all postings must be signed by the official making the posting.

E. **Training Bank.** The Employee Organization will be given a bank of 150 hours for use over the term of this Agreement for its Officers, Executive Board Members and Stewards to attend training and seminars. All trainings shall be approved by the Chief. The hours will be equitably used between the above-listed members, with the understanding that some training will be conducted on the Employee Organization's own time.

ARTICLE 7: Negotiations and Collaborations.

A. **Contract Negotiations.** During the negotiation of a new collective bargaining agreement, up to three (3) Employee Organization officials or representatives shall be allowed time away from their assigned duties, with pay, to attend negotiation sessions that take place when the official or representative is scheduled to work. If any of the up to three representatives is not scheduled to work during a scheduled negotiation session, the time spent in negotiations shall be considered hours worked. Whenever the official or representative who is assigned to the graveyard or swing shift attends a bargaining session while off duty and not paid, he/she may time trade for the period of negotiations, whenever possible. If an emergency situation, which requires an immediate police response, arises while in session, the session may be postponed until a time mutually agreed upon or the remaining officials or representatives of the Employee Organization may elect to continue the session.

B. **Meetings.** The parties understand that during the term of the Agreement, issues may arise that can be resolved through a meeting of the parties. When both parties agree to conduct such a meeting, the City will permit up to three (3) officials or representatives of the Employee Organization paid time away from their duties to attend the meeting, if their duties are scheduled at the time the meeting is taking place. Whenever a representative who is assigned to the graveyard or swing shift attends such a meeting while off duty and not paid, the representative may time trade for the period of the meeting, whenever possible.

C. **Authorized Representatives.** The Employee Organization will provide a list of up to six (6) persons who will represent the Employee Organization in negotiations and the meetings described in paragraphs B and D of this Article and the

grievance meetings provided for in Article 9. These listed names may be amended with ten (10) calendar days' written notice to the city.

D. Labor Management Team. The City and the Employee Organization agree to establish a Labor Management Committee which shall consist of two members appointed by the President, and two members appointed by the Chief. The Committee will discuss and review issues of mutual concern. Meetings may be held upon mutual agreement of the parties and, if held, shall be scheduled as expeditiously as possible. There is no obligation on either party to enter into any agreement on such subjects.

E. Benefits Committee. The City will establish a Medical and Dental Insurance Benefit committee, which shall consist of at least two Employee Organization representatives and other City employees.

ARTICLE 8: Dues/Fair Share Check-Off

A. Fair Share. Within sixty (60) days after the effective date of this Agreement, or within sixty (60) days after being hired into the Bargaining Unit, and continuing thereafter and as a condition of employment, any employee who is not a member of the Employee Organization shall tender to the Organization the employee's fair share of the costs of negotiating and administering this Agreement, including all costs germane to collective bargaining and/or to the collective bargaining process. The parties agree that this section regarding fair share shall be unenforceable should a court having jurisdiction over the City determine that fair share or agency fee is unconstitutional.


B. Deduction Authorization. The City will accept a signed dues/fair share and continued deduction authorization, by any member of the Employee Organization covered by this Agreement and/or by any fair share employee, as equivalent to a continuing voucher in the amount of the bi-weekly dues, initiation fees, or assessments uniformly required by the Employee Organization or the fair share amount (as certified by the Treasurer of the Employee Organization as being the proper amount) and such authorization shall remain in effect for the duration of this Agreement. However, a member of the Bargaining Unit, upon written notice, may revoke any such authorization by certified mail to the City Finance Director, with a copy sent to the Employee Organization.

C. Remittance to Employee Organization. Deduction of Employee Organization dues or the fair share amount shall be made on each paycheck following the pay period in which the authorization was received. Deductions provided herein shall be remitted to the Treasurer of the Employee Organization no later than five (5) working days following the payment date in which deductions were made and shall include all deductions remitted, an alphabetized listing of all employees for whom a deduction is made, showing the exact amount of each respective deduction.

D. Indemnification. The Employee Organization shall indemnify the City and hold it harmless against all claims, demands, suits or other forms of liability 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: Grievance Procedure

A. No retaliatory action shall be taken by the City or the Employee Organization relative to the truthful testimony or other good-faith participation of any person in any investigation or grievance.

 B. A grievance shall be confined to an alleged violation of an express provision of this Agreement and shall not include any disciplinary matters. Any member may discuss any matter with their supervisor without invoking the formal grievance procedure provided for in this Article.


C. **Grievance Initiation.** A grievance must be initiated by either an aggrieved member or by the Employee Organization.

D. **Grievance Filing and Format.** A grievance shall be in writing and shall be filed with the office of the Chief within ten (10) working days after the grievant knew, or should have known, of the facts giving rise to the grievance. The written grievance shall contain:

- (i) A citation to the specific provision in the Agreement that was allegedly violated;
- (ii) A statement of the facts which support the alleged violation;
- (iii) The harm allegedly suffered; and
- (iv) The remedy or adjustment sought.

E. **Chief's Response.** The Chief may meet with the grievant, and if the grievant is other than an individual, representatives of the Employee Organization, in an effort to resolve the grievance within ten (10) working days after being presented with the written grievance. The Chief must respond in writing to the grievance within ten (10) working days following the receipt of the grievance or the date of the meeting, if one is held. In the event a timely response is not made to the grievant or the Employee Organization, the grievance shall be deemed denied and shall automatically proceed to the City Manager.

F. **Appeal to City Manager.** If the grievance is not resolved to the satisfaction of the grievant or the Employee Organization by the Chief, the grievant or the Employee Organization may appeal the grievance to the City Manager within ten (10) working days of receipt of the written answer of the Chief. The appeal shall contain a written explanation of the grounds for the appeal, including an explanation as to why the Employee Organization disputes the Chief's decision. Within ten (10) working days after receipt of the appeal, the City Manager may meet with the grievant or, if the grievant is other than an individual, the representatives of the Employee Organization to discuss the grievance. The City Manager shall respond in writing to the appeal within ten (10) working days following receipt of the appeal or the date of the meeting with the grievant and/or the representatives of the Employee Organization, if such a meeting is held.

 G. **Arbitration.** If the grievance is not resolved by the City Manager to the satisfaction of the Employee Organization, the Employee Organization may submit the matter to arbitration as provided herein.

i. The Employee Organization shall give written notice of intent to arbitrate the dispute within ten (10) working days of issuance of the written decision of the City Manager.

ii. In the event the parties are unable to agree upon a neutral arbitrator, either party or its representatives may refer the matter to the American Arbitration Association to request a list of seven (7) arbitrators, and the parties shall choose the actual arbitrator in accordance with the rules of the American Arbitration Association.

iii. The Arbitrator shall have the authority to hold meetings and make procedural rules.

iv. The finding of the Arbitrator shall be consistent with law and with 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.

v. The findings of the arbitrator shall be final and binding on all parties concerned.

vi. The cost of any arbitration, as well as the Arbitrator's fee shall be borne equally by the parties to this Agreement.

H. Time Frames. The number of days indicated at each level of the grievance procedure shall be considered as a maximum unless said limit is extended by mutual agreement of the parties.

I. Constitutional Protection. Nothing contained in this Article is intended to interfere with or abridge any Constitutional right of the members to petition the City.

J. Precedent. No settlement of a grievance shall be considered to establish precedent unless it is approved by the Employee Organization.

ARTICLE 10: Promotional Procedure

A. Notice: Whenever it is reasonably expected that one or more promotional openings will exist in the rank of Sergeant, a testing process will be announced via a Police Department wide e-mail. Such notice will be made at least three (3) weeks prior to the closing date of the application process. The notice shall contain the minimum qualifications required to apply for the promotion.

B. Application: Each candidate who is interested in participating in the promotional testing process shall submit an updated employee application, cover letter, and resume. The cover letter shall outline the applicant's interest in the position and affirm that the applicant's qualifications meet the minimum qualifications required for application. Members who fail to submit the documents required by this paragraph shall waive their opportunity to participate in the process.

C. Selection: Prior to the beginning of the selection process, all candidates will be advised of the format, which may include but shall not be limited to interviews, an assessment center, written or oral exercises, and a review of the candidate's last two employment evaluations.

D. Performance/disciplinary issues: No person who is currently on a performance improvement plan or who has, within the 24 months preceding the notice of the position, received Major Discipline, shall be eligible to test. If a candidate is on an active eligibility list and is placed on a performance improvement plan or receives Major Discipline, he or she will be removed from such list.

ARTICLE 11: Special Assignment Procedure

A. Special Assignments Defined. Special assignments are full-time, non-supervisory positions, the duties of which go beyond those of a district officer. They include, but are not limited to:

- (i) Detectives
- (ii) School Resource Officer
- (iii) K-9 Officer
- (iv) Traffic Officer
- (v) Crime Prevention Officer

B. Selection Process

(i) **Notice:** Whenever a special assignment becomes available the announcement will be provided by a Police Department wide e-mail. The notification will be sent out at least three (3) weeks prior to the closing date of the application process. The notice will include the term of the assignment and any special considerations relative to the position; these may include, but are not limited to: time commitment, special skills, unusual hours or shifts. The closing date and time will be included in the announcement.

(ii) **Application:** A memorandum of interest will be forwarded through the chain of command to the Division Deputy Chief. Memos submitted after the closing date will not be accepted.

(iii) **Tenure:** The notice will include any tenure requirements or limitations involved with the assignment. As a general rule assignments will be for three (3) years with the option for up to two (2) one-year extensions based on performance above standard level relative to the standards of the Division.

(iv) **Performance/disciplinary issues:** No person who is currently on a performance improvement plan or who has, within the 24 months preceding the notice of the opening, received Major Discipline, shall be eligible to test. If a candidate is on an active eligibility list and is placed on a performance improvement plan or receives Major Discipline, he or she will be removed from such list.

(v) **Selection:** Prior to the beginning of the selection process, all candidates will be advised of the format, which may include but shall not be limited to interviews, an assessment center, written or oral exercises, and a review of past performance. If only one candidate indicates interest in an opening, a selection process, which may or may not be modified from any originally announced, will still be conducted.

C. Extensions and Voluntary Reassignments: If the posting for a special assignment includes the possibility of extension, members seeking an extension of their special assignment will make a request for such extension on or before ninety (90) calendar days prior to the completion of their assignment or any extension. Members who ask for an extension will, to the extent possible, receive a response within thirty (30) calendar days from the date of submittal. If a candidate is selected for an assignment and finds that they are incompatible, they may request, by written memorandum through the chain of command to the Chief, to be reassigned to the Patrol Division.

D. Involuntary Reassignment: The Chief retains the right to reassign any officer because of performance issues, Major Discipline, or unsuccessful evaluations, or because of any emergency situation within the City.

ARTICLE 12: Feedback to Unsuccessful Candidates.

Upon the completion of a selection process for a promotion or special assignment, the unit or division commander responsible for the testing will provide feedback to unsuccessful candidates regarding their performance.

ARTICLE 13: Work Hours & Shift Bid

The work hours of the employees covered by this Agreement will be:

A. Patrol Division: Members of the Patrol Division will work four (4) consecutive 10-hour shifts and have three (3) days off in each week. The members will have a 50-minute paid meal break and two (2) 10-minute paid "coffee" breaks during their shift. The members will bid for their shifts annually; the bidding will start no later than the first (1st) Sunday in November and end within fourteen (14) days; members will bid in order by rank and seniority. There may be special consideration for family and educational needs. Members shall not be given special consideration during their introductory period as newly hired employees. Personnel will bid for their shifts on an annual basis. The patrol sergeants will bid in the same manner. Nothing herein will limit or restrict an officer or sergeant from working the same shift during the calendar year. Members who will be unable to fill their bid position within sixty (60) days of the effective date of the bid shall not be eligible to bid, and upon their return shall be placed in a position at the discretion of the Chief.

(i) All members of the Patrol Division may trade shift assignments for good cause and with the permission of the Division Deputy Chief.

(ii) Except in cases of emergency, any time a patrol officer is required to begin a new shift less than ten (10) hours from the end of the officer's previous shift, the officer shall be entitled to overtime compensation for those hours less than ten (10) hours.

B. Detective Bureau: The members of the Detective Bureau covered by this Agreement will work four (4) consecutive ten (10) hour shifts and have three (3) days off each week, subject to rescheduling by the Chief in a week where the Detective is scheduled to appear subject to a subpoena. Members will select their shift assignments and vacation bids based on seniority as an investigator, with all such time while serving

as an investigator with the Police Department counting toward seniority. The members will have a 50-minute paid meal break and two (2) 10-minute paid "coffee" breaks during their shift.

C. School Resource Officer: SROs will work a five (5) day 8-hour per day workweek with a one (1) hour paid meal break when school is in session, i.e. days when classes are being held. When school is not in session, SROs shall take General Leave unless otherwise assigned by the Chief. When assigned in a capacity other than an SRO, the SROs will work the schedule of the area to which they are assigned.

D. Traffic Team: The Traffic Officers will generally work the same type of shift schedule as the Patrol Division officers. There may be times when it is more appropriate to their mission for them to vary their shifts to meet specific needs of the community. The variances in their schedules shall only be for these purposes not for the purpose of avoiding payment of overtime. Traffic Officers shall select their shift assignments and vacation bids based on seniority as Traffic officer, with all such time while serving as Traffic Officer with the City of Commerce City Police Department counting towards seniority.

E. Canine Officers: Canine Officers will generally work the same type of shift schedule as the Patrol Division Officers. There may be times when it is more appropriate for their mission for them to vary their shifts to meet the specific needs of the community. The variance in their schedule shall only be for these purposes and not for the purpose of avoiding the payment of overtime. Canine Officers will select their days off based on seniority as a Canine Officer, with all such time while serving as a Canine Officer with the Commerce City Police Department counting toward seniority. Canine Officers will select their vacation bids based on seniority with the City of Commerce City Police Department.

F. Crime Analyst: The Crime Analyst will work four (4) consecutive 10-hour shifts per week with a non-paid 30-minute meal break and two (2) paid 15-minute "coffee" breaks.

G. Community Service Officer: The CSOs will work four (4) consecutive ten (10) hour shifts per week and have three (3) days off each week. They will have a 50-minute paid meal break and two (2) ten (10) minute "coffee" breaks. No more than four (4) ten-hour workdays may be scheduled consecutively. Members of this unit will bid for their shifts based on seniority with due regard for family needs and/or educational needs.

H. Crime Prevention Officer: The Crime Prevention officers will work four (4) consecutive ten (10) hour shifts per week and have three (3) days off each week. They will have a fifty (50) minute paid meal break and two (2) ten (10) minute "coffee" breaks. Crime Prevention Officers will select their shift assignment and vacation bids based on seniority with the City of Commerce City Police Department.

I. The Police Department shall determine the beginning time of each shift. No member may use his or her meal break to shorten his or her workday.

J. The Chief retains the right to change shifts to deal with any emergency or to meet the needs of the City.

ARTICLE 14: Health Insurance

Effective January 1, 2017, the City shall offer members the same:

- (a) health insurance plans (provided the City shall offer a minimum of three (3) health insurance plans that shall include 2 HMOs and a high deductible option) and
- (b) monthly contributions based on levels of coverage (e.g., employee, employee + spouse, employee + children, and family) toward premiums for health insurance plans offered by the City

as offered to all City employees not covered by a collective bargaining agreement.

ARTICLE 15: Retiree Health Insurance

Health Insurance for retired personnel will be provided for each member who has retired with twenty (20) or more years of service. If more than one health plan is offered the City's contribution will be the full amount of the lowest premium offered. The City will pay the cost of the premiums for the retired employee. If the retired employee wishes a level of coverage other than employee-only (e.g., employee + spouse, employee + children, or family), the City will contribute one-half of the premium cost. As to retired employees receiving employee + spouse or employee + children coverage on June 15, 2016, the method of calculation of the City's contribution to premium cost in effect on that date shall not change in 2017. If more than one health plan is offered the amount will be calculated based on the lowest premium offered. Eligible members will convert to Medicare upon reaching the eligible age. The City will reimburse retired employees for "Medigap" coverage up to \$75 per month provided that the retired employee submits evidence that he or she has paid for such coverage.

ARTICLE 16: Dental Insurance

Effective January, 2017, the City shall contribute an amount equal to the amount it paid during the previous year toward single, employee plus one and family coverage in any dental insurance plan offered by the City. If there is an increase in the premium from the prior year, it shall be paid equally by the employee and the City. In no event shall the City pay any more than the full premium for participation in the plan chosen by the employee. In the event there is a decrease in the premium from the prior year, such decrease shall be shared equally by the employee and the City where dental insurance premiums are paid by the employee.

ARTICLE 17: Vision Insurance

Vision Insurance will be made available to any member who desires to pay the premiums. The City will not make a financial contribution toward this plan.

ARTICLE 18: Salary Tables

The Salary ranges and steps in 2017 are:

Commissioned Members

Step	Police Officers	Police Sergeants
A	\$55,227	\$83,160
B	\$61,258	\$84,269
C	\$66,558	\$88,961
D	\$72,311	\$93,915
E	\$78,649	\$99,294

Non-Commissioned Members

Step	Crime Analyst	Community Service Officer
A	\$53,451	\$45,389
B	\$57,249	\$48,630
C	\$62,648	\$52,001
D	\$68,559	\$55,599
E	\$76,066	\$59,450

A. When a member is promoted within the bargaining unit to a higher paying rank/position, the member shall be placed at the closest step in the higher rank/position that results in at least a five percent (5%) increase above the base salary received prior to promotion, but notwithstanding the foregoing, no member shall be paid more than the highest step. In no event shall the member be paid more than the highest step in the salary range of the new rank/position.

B. Each Sergeant, Police Officer, Community Service Officer, and Crime Analyst, if their performance has been competent, will move to the next higher step, if any, as provided for in this Agreement on the member's anniversary date.

C. Upward movement in all steps in all employee categories covered by this Agreement is conditioned on competent performance.

D. On April 1, 2017, the City will survey the cities of Arvada, Aurora, Boulder, Brighton, Broomfield, Northglenn, Thornton and Westminster for their minimum and maximum pay rates in the job classifications of Police Officer (the highest Police Officer grade for which the department does not require a testing process), Police Sergeant, Community Service Officer, and Crime Analyst. From the survey data, the City will calculate the average minimum and maximum pay rates in the equivalent job classifications in the surveyed cities. The resulting averages plus one percent (1%) will become the new Step A (minimum) and Step E (maximum) pay rates under the Agreement. Pay rates for intermediate steps will be increased by an equal percentage to any increase in the Step E (maximum) pay rate. If the new pay rates are higher than the pay rates that became effective the first pay period of January of the current year, then these new pay rates will go into effect on the first pay period in May. In no event will any pay rates be reduced.

ARTICLE 19: Overtime Pay & Compensatory Time

Overtime and Compensatory Time off will be calculated on the following basis:

A. Overtime will be reported on a daily basis anytime a member is required to work in excess of their regularly scheduled shift, but will be calculated on the bi-weekly payroll. Members will have the option of choosing payment at one and one-half times their hourly rate of pay or accruing compensatory time off at one and one-half times the hours worked in excess of eighty (80) in a pay period. Members will be permitted to accrue a maximum of one hundred twenty (120) hours of compensatory time off on the books. This time may be held indefinitely on the member's book or may be cashed out twice per year, either with the first paycheck in June and/or with the first paycheck in December, at the member's choice.

B. Any member who is off-duty and is required to report to duty for any reason, including court, shall be compensated at a rate of one and one-half times their hourly base pay or compensatory time off at one and one-half times the hours worked, with a minimum of two hours, regardless of the actual time on duty.

ARTICLE 20: Acting Pay

Any member who, for a period of a full shift or more, is temporarily assigned by the Chief to a rank higher than that which the member currently holds shall be compensated at seven and one-half percent (7.5%) above the member's hourly rate for the entire shift in which the member is so assigned. If, during the period of temporary assignment in the higher rank, the member works overtime, the member shall receive the overtime rate at the acting hourly rate.

ARTICLE 21: Police Training Officer Pay

Personnel serving as Police Training Officers will receive an increase of seven and one-half percent (7.5%) in their base hourly rate of pay for all time served as a Police Training Officer. Service as a Departmental specialty skill trainer, such as driving instructor, firearms instructor, PPCT instructor, or first aid/CPR instructor shall not be classed as Field Training Officer duties and will not be subject to additional compensation.

ARTICLE 22: Bi-Lingual Pay

Commissioned and non-commissioned members, who are certified and assigned as bilingual officers, in accordance with the procedures established by the City, shall receive as additional pay the sum of fifty dollars (\$50) per month. Members who are certified and assigned with advanced expertise may be paid additional compensation up to one hundred dollars (\$100) per month, in accordance with published standards and procedures.

ARTICLE 23: On-Call/Pager Pay

A. Members who are assigned on-call duty and who are specified on a list designated by the Chief shall be compensated as follows:

- (i) When the member is on call on the member's regularly assigned work day, one (1) hour of pay at the member's hourly rate for each day; or
- (ii) When the member is on-call on the member's regularly assigned day off, two (2) hours of pay at the member's hourly rate for each day.

B. When on-call duty is needed within a "special unit," the unit supervisor shall ensure that, to the best of his/her ability, the on-call duty is assigned to current members of the unit.

ARTICLE 24: Holiday Pay

A. City Holidays. The City recognizes the following holidays:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas

B. A member who is scheduled to start or finish their shift on a City holiday will be compensated at a rate of time and one-half their regular hourly rate of pay for the shift. The City determines whether a member must work on any holiday or must take a holiday off.

C. No member will be paid at a rate higher than one and one-half (1-1/2) times the member's regular rate of pay for working any holiday.

D. No member will be compensated under the provisions of this article more than once per regular City holiday.

E. When Martin Luther King holiday, President's Day or Veteran's Day falls on a regularly scheduled work day for a Detective or Crime Analyst, the Detective or Crime Analyst has the option of scheduling another work day that week by providing at least fourteen (14) days prior notice to the Chief of the intent to change work days.

ARTICLE 25: Canine Handler Pay

All officers assigned as Canine Handlers will be compensated with seven (7) hours pay at their hourly rate per pay period for the care of the canine in addition to their regular pay.

ARTICLE 26: Uniforms

A. The City shall provide for each police officer and Community Service Officer, upon hire, an initial issue of leather or web gear, three short sleeve uniform shirts, three long sleeve uniform shirts, three pair of uniform trousers, two uniform ties, one uniform hat, one winter cap, one multipurpose jacket, one rain coat, one flashlight, one set of handcuffs (police officers only), one can of O.C. spray, one expandable baton, one bullet resistant vest, appropriate badges and insignia, and other items determined by the Chief.

B. The City shall pay each commissioned member of the Department and each CSO who has been employed for at least six (6) consecutive months, and who is not on restricted duty or a leave of absences \$1000.00 for the replacement of uniforms

and equipment for the year. Such payment shall be made in installments of \$500.00 payable in the first full pay period in February and in the first full pay period in August of each year. A member returning from a leave of absence or restricted duty who is otherwise entitled to the uniform and equipment payment shall be paid such installments on a pro rata basis based on the time remaining in the installment period. As required in this section, all members shall provide their own uniforms in accordance with City specifications. The City will provide insignia and badges required to be worn.

C. Bullet resistant vests will be replaced at the manufacturer's recommended intervals. The City will contribute up to a maximum of \$850.00 toward the cost of the vest. If the member chooses a bullet resistant vest that costs more than \$850.00, the member shall pay the difference in the cost. Expired vests shall be turned in.

D. Uniforms and necessary duty equipment damaged or destroyed in the line of duty will be repaired or replaced, at the City's option. Such items damaged or destroyed through negligence will not be subject to replacement by the City.

E. Replacement or repair of the following items, up to the stated maximum amounts, when damaged in the line-of-duty will be authorized:

- (i) Prescription eyewear including prescription sunglasses: \$200.00
- (ii) Watches: \$50.00

F. The replacement or repair of personal jewelry, non-prescription sunglasses, or other items is not authorized.

ARTICLE 27: On-Job Injury

Members who are injured on the job shall be paid a sum equal to the member's regular wages to a maximum of five hundred twenty (520) hours for time off due to the work related injury. Paid time off shall be comprised of worker's compensation and injury leave. When the member is injured on duty, the member shall notify his/her immediate supervisor within seventy-two (72) hours of the injury. If the member is so severely injured as to be unable to make notification it shall be the responsibility of the supervisor to ensure that the required forms and notifications are completed.

ARTICLE 28: Tuition Reimbursement

A. Tuition Reimbursement will be adjusted so there will be a citywide pool of \$25,000 available. Members who take college or technical-school course work, which is pre-approved as being job-related, will be eligible for a maximum annual reimbursement of actual costs, up to \$1,000.00. Reimbursement will be calculated based on the following formula:

- (i) For each class in which a grade of "A" or "B" is received 100% of actual costs, up to a maximum of \$1,000.00.
- (ii) For each class in which a grade of "C" is earned 50% of actual costs.
- (iii) For classes graded on a "Pass" or "Fail" system a "Pass" shall be considered as a "B" grade.
- (iv) No reimbursement will be granted for grades of "D" or "F".

B. A member may take more than one class and receive reimbursement for it as long as the total reimbursed does not exceed \$1,000.00 in the year.

C. As has been past practice, if there is any money left in the reimbursement pool after each employee has received their basic reimbursement, the remaining money will be divided among those employees who have not received full reimbursement for their actual costs incurred. In no case will the amount reimbursed exceed the amount actually spent, as supported by receipts.

D. If a member, who has received reimbursement, separates from the City within two (2) years of receipt of such reimbursement, the member shall refund the amount of the reimbursement to the City. Unless received from the member prior to its issuance, the reimbursement shall be deducted from the member's final paycheck.

ARTICLE 29: Police Officer Line of Duty Death

A. When a police officer is killed in the line of duty, or dies from injuries sustained in the line of duty or in the performance of official police action, the City shall be responsible for the actual funeral, burial, or cremation expenses incurred by his survivors up to a maximum of ten thousand dollars (\$10,000), less funeral, burial, or cremation payments received under the Worker's Compensation Program and any donated funeral/burial/cremation related services. If a police officer is killed in the line of duty, his or her estate shall receive payment for all remaining general leave in the police officer's bank as of the date of the officer's death.

B. The City will pay the full cost of health and dental insurance premium for the police officer's spouse and dependents covered by the City at the time of death of a police officer killed in the line of duty or who dies from injuries sustained in the line of duty. Eligibility shall remain consistent with the current plan(s). Payment will be made for up to a maximum of two (2) years after the death of the police officer, or until spouse or dependents are no longer eligible for such insurance programs, whichever occurs first.

ARTICLE 30: Pension

A. The contribution for each commissioned member to the police pension plan shall be ten percent (10%) of the member's bi-weekly base pay payable by the City and a matching ten percent (10%) payable by the commissioned member.

B. The contribution for each non-commissioned member to the city pension plan shall be six percent (6%) of the member's bi-weekly base pay payable by the City and a matching six percent (6%) payable by the member.

ARTICLE 31: F.P.P.A. Disability Insurance Contributions

The contributions to the premiums of the F.P.P.A Disability Insurance program will be made entirely by the City.

ARTICLE 32: General Leave

A. **Holiday Leave.** On the first payroll of each year, the City shall provide each member who has been employed by the City for more than six months a holiday leave bank of 80 hours. On the first day of employment, the City shall provide new members a holiday leave bank, the amount of which bank shall be determined by multiplying the number of holidays occurring during the member's first six (6) months of service by eight (8). Upon completion of the initial six (6) months of service, the City

shall add to the member's bank another eight (8) hours for each of the holidays that remain in the year.

B. General Leave. On the first payroll of each year, the City shall provide each member who has been employed by the City for more than six months a general leave bank as provided in the following table. General leave will be granted to new members on the pay period in which they will have been employed by the City for six (6) months, on a prorated basis.

Years of Service	Hours of General Leave
6 months - 4 years	136 hours
5 – 9 years	187 hours
10 - 14 years	216 hours
15 or more years	256 hours

C. Approval Required. Members may use holiday or general leave only upon approval of the member's immediate supervisor.

D. Members shall bid for holiday or general leave use by order of seniority with due consideration for the number of personnel away from any unit at any one time. The bid shall be conducted in two (2) phases, the second phase immediately following the first, with no more than eighty (80) hours of holiday or general leave available for bid in the first phase, and no more than fifty (50) hours of holiday or general leave available for bid in the second phase. The sergeants will bid in order of seniority with no more than one (1) patrol sergeant being on leave at any one time, absent exigent circumstances such as family emergency or educational commitments.

E. Cash Back. Members may cash out unused general leave as provided in the following table.

Years of Service	Total Annual Cash Back
6 months - 4 years	30 hours
5 - 9 years	40 hours
10 - 14 years	50 hours
15 or more years	60 hours

The annual cash back limitation may be increased by the Chief if the City determines that the increase is necessary or appropriate to address staffing shortages or other departmental needs.

F. No carry-over of unused, non-cashed out general or holiday leave shall be allowed unless the member has been denied general leave usage during the year, in that case the member shall have until July 15 of the following year to use the unused carry-over portion of general leave.

G. Members who voluntarily separate from service with the City shall receive payment for their unused leave bank under the following formula:

(i) After one (1) year of service the member will be paid for twenty-five percent (25%) of the unused time.

(ii) After two (2) years of service the member will be paid for forty-five percent (45%) of the unused time.

(iii) After three (3) years of service the member will be paid for sixty-five percent (65%) of the unused time.

(iv) After four (4) years of service the member will be paid for eighty-five percent (85%) of the unused time.

(v) After five (5) or more years of service the member will be paid for one hundred percent (100%) of the unused time.

(vi) If the member separates within ninety (90) days after the renewal date of the general leave bank, the unused leave hours will be reduced by twenty-five percent (25%) prior to the calculation of cash out value.

(vii) No member will receive cash out for holidays which have not passed at the time of separation; the holidays will be deducted at eight (8) hours per holiday.

ARTICLE 33: Leave of Absence

A Leave of Absence of no more than ninety (90) days shall be granted at the discretion of the Chief. This leave may be for the purpose of completing education or for a personal emergency. A leave of absence shall not be granted for the purpose of taking other employment.

ARTICLE 34: Bereavement Leave

Members will be afforded Bereavement Leave with pay in the event of the death of a "family member," as defined in the City's Employee Policies. This leave will be for a maximum of forty (40) consecutive work hours.

ARTICLE 35: Military Leave

A. Members who are absent from work for military service in one of the uniformed services and who are otherwise eligible under the Uniformed Services Employment and Reemployment Rights Act ("USERRA") shall be granted leaves of absence for such military service.

B. Eligible members shall be granted all provisions, rights and benefits provided by the Uniformed Services Employment and Reemployment Rights Act

("USERRA") and any City policy, procedure, rule, ordinance or regulation covering Military Service absences.

ARTICLE 36: Re-Opener Clause

Negotiations may be re-opened during the term of this Agreement by the mutual agreement of the parties to the Agreement. Such re-opening may be for the purpose of discussing matters which arise which impact on the function of this Agreement.

ARTICLE 37: Severability

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

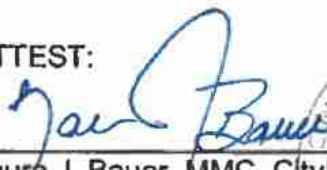
IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their respective representatives, and their signatures placed thereon, on this 22nd day of September, 2016 at Commerce City, Colorado.

CITY OF COMMERCE CITY



Brian McBroom, City Manager

ATTEST:



Laura J. Bauer, MMC, City Clerk



Approved as to form:



Robert D. Sheesley, Interim City Attorney

**FRATERNAL ORDER OF POLICE,
LODGE 19**



Thomas Boskovich, President