

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**GREELEY POLICE OFFICERS' ASSOCIATION**  
**AND**  
**CITY OF GREELEY, COLORADO**  
**JANUARY 1, 2016 - DECEMBER 31, 2018**

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## **AGREEMENT**

This Agreement is entered into by and between the City of Greeley, hereinafter referred to as the "Employer" or the "City", and the Greeley Police Officers' Association, hereinafter referred to as the "Association".

### **ARTICLE I**

#### **SUBORDINATION**

This Agreement shall in all respects, wherever the same may be applicable herein, be subject and subordinate to the provisions of the Charter of the City of Greeley, the Rules and Regulations and the General Orders of the Greeley Police Department as promulgated and adopted by the Chief of the Police Department, the Rules and Regulations of the Civil Service Commission of the City of Greeley as promulgated and adopted by the Civil Service Commissioners, and is further subject and subordinate to all applicable City Ordinances, Statutes, Constitutional provisions and any revisions, amendments or newly adopted provisions which may hereinafter be enacted. The parties recognize that it is not the City's intent to cause ordinances to be enacted for the express purpose of overruling the provisions of this Agreement.

### **ARTICLE II**

#### **RECOGNITION**

The City recognizes the Association as the sole and exclusive agent for all regular full-time commissioned Police Officers of the Police Department of the City of Greeley, except Sergeants, Lieutenants, Captains and Chief of the Police Department.

### **ARTICLE III**

#### **RIGHTS OF MANAGEMENT**

Except as otherwise specifically provided in this Agreement, the City has the sole and exclusive right to exercise all the 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 matters 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:

- A. the determination of Police Department policy including the right to manage the affairs of the Police Department in all respects;
- B. the right to assign working hours including overtime subject only to the express limitations of this Agreement;
- C. the right to establish, modify, or change work schedules, staffing of equipment, amount

of equipment in the main or reserve fleet, etc.;

- D. the right to assign Police Officers to other duties within the Police Department when their equipment is out of service;
- E. the right to direct the members of the Police Department, including the right to hire, promote, transfer, discipline, and discharge any Police Officer for just cause;
- F. the table or 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;
- G. the determination of the safety, health, and property protection measures for the Police Department;
- H. the selection, promotion, or transfer of employees to supervisory or other managerial or technician positions or to positions outside the Police Department;
- I. the allocation and assignment of work to Police Officers within the Police Department;
- J. the determination of policy affecting the selection or training of new employees;
- K. the scheduling of operation;
- L. the establishment, amendment and enforcement of Police Department rules, regulations, and orders;
- M. the transfer of work from one position to another within the Classified Service of the Police Department;
- N. the introduction of new, improved or different methods and techniques of operation of the Police Department or a change in existing methods and techniques;
- O. the placing of service, maintenance or other work with outside contractors or other agencies of the City;
- P. the determination of the number of ranks and number of Police Officers within each rank;
- Q. the determination of the amount of supervision necessary;
- R. the transfer of Police Officers from one district or subdivision to another;
- S. the determination of the number and duration of hours of assigned duty per week subject only to the express limitations of this Agreement.

## **ARTICLE IV**

### **NONDISCRIMINATION**

Neither the City nor the Association shall unlawfully discriminate against any Police Officer on the basis of race, creed, color, sex, ancestry, religion, national origin, or political affiliation.

## **ARTICLE V**

### **STRIKES AND OTHER DISRUPTIONS OF NORMAL WORK ROUTINE**

5.1 The protection of the public health, safety, and welfare demands, and the Association and its members jointly and severally agree, that neither the Association, nor the Police Officers, or 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 related picketing, retarding of work, sick-out or excessive absenteeism, withholding of services, or any other interference with the normal work routine. The provisions of this section apply as long as this Agreement, or during any renewal or extension thereof, is in effect and, in addition, as long as Charter Section 11-3(a), passed by vote of the citizens of Greeley on November 3, 1981, or any amendment thereof, is in effect.

5.2 Violations of any provisions of this Article by the Association shall be cause for the City terminating this Agreement upon the giving of written notice to this effect to the President of the Greeley Police Officers' Association, in addition to whatever other remedies may be available to the City at law or in equity.

5.3 Violation of any of the provisions of this Article by any Police Officer shall be just cause for the immediate discharge of that Police Officer, in addition to whatever other remedies may be available to the City at law or in equity. No Police Officer shall receive any portion of their salary while engaging in activity in violation of this Article.

5.4 The Association agrees to notify all Association officers and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating this Article to return to work.

## **ARTICLE VI**

### **ASSOCIATION ACTIVITY AND DUES CHECK OFF**

6.1 The parties agree that membership in the Association will be on a voluntary basis on the part of each Police Officer. No Police Officer shall be required to become or remain a member of the Association as a condition of employment or continued employment by the City, and this Agreement shall be and remain an Open Shop Agreement.

6.2 Neither the Association, nor its Officers, agents, representatives, or members will intimidate, interfere with, or coerce either union or non-union Police Officers. No union activity



or union business of any kind will be carried on during working hours without express permission in advance from the Police Chief. Violations of this Section by any Police Officers shall be just cause for disciplinary action. Failure of the City to enforce any of the provisions of this section in any one or more instances shall not be considered a waiver of any of its provisions.

6.3 The City will accept a signed dues deduction authorization, by any member of the bargaining unit covered by this Agreement, as equivalent to a continuing voucher by such member of the bargaining unit in the amount of monthly dues, or initiation fees or assessments uniformly required by the Association (certified by the Treasurer of the Association as the proper amount) and such authorization shall remain in effect for the duration of this Agreement. However, any such authorization may be revoked by a Police Officer on a written notice by certified mail to the City with a copy sent to the Association.

6.4 Deduction of Association dues 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 Association no later than five (5) working days following the payment date in which deductions were made and shall include all deductions made in that period. The City shall furnish with the deductions remitted, an alphabetized listing of each employee for whom a deduction is made showing the exact amount of each respective deduction.

6.5 The Association 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 Collective Bargaining Agreement

6.6 The Association expressly herein agrees that it will not institute or participate in, except as a co-defendant or co-plaintiff with the City, any claim, lawsuit or other legal proceeding, challenging the language of this contract as being violative or void under law.

The Association further expressly herein agrees that in the event that any claim, lawsuit or legal proceeding is filed or commenced by any member or members of the bargaining units, acting on their own personal behalf and not on behalf of the Association, challenging the language of this contract as being violative or void under law, the Association shall join with the City in defending, as a party defendant, the provisions and language of this contract.

## **ARTICLE VII**

### **HOURS OF WORK AND OVERTIME**

7.1 Work Week. Except as otherwise specifically provided herein, the normal work week of Police Officers shall consist of forty (40) hours per week of work, exclusive of unscheduled interruptions, which shall be scheduled on consecutive days not to exceed five (5), except at a period of shift or unit reassignment, but such five (5) consecutive days will not necessarily occur during a "work week" as defined herein below. The work week will commence at 12:01 a.m. Thursday and continue through and until midnight the following Wednesday, except for shifts which overlap from one work week to the next. In the case of shift jobs not starting at midnight which would overlap into the next work week, the work week begins at the time the shift starts on Thursday (not Wednesday night). The Chief of Police or the Chief's designee shall determine

the schedules of the divisions of the Police Department, consistent with the foregoing.

Effective with the first shift change in January 2003, Police Officers shall be granted a one-half (½) hour paid meal break during the scheduled work day. Police Officers will be allowed to take the meal break as scheduling allows. In addition Police Officers shall be entitled to one (1) fifteen-minute break during each scheduled full work day. Break times will not be used consecutively and will not be used at the beginning or end of the work day. In no event may break time be claimed as overtime. It is presumed that operational needs take precedence over all break times.

7.2 Overtime Pay. All time actually worked over forty (40) hours in the work week will be paid at time and one-half unless compensatory time is requested by the Officer and approved. For the purpose of determining entitlement to overtime pay, vacation time and holiday time will be included in the forty-hour work week. Schedules will not be adjusted solely to avoid payment of overtime during a work week in which the officer has earned overtime hours. Schedules outside a current work week may be adjusted to avoid the payment of overtime. The forty-hour work week will include mandatory pre-shift briefings.

7.3 On Call. "On Call" is when the City needs an Officer to be available for a possible call to duty outside the Officer's regular shift. The Officer shall be free to engage in any endeavor of their choosing consistent with General Orders governing on call status, must provide the Police Department with the Officer's cell home number, is required to carry the cell phone while on call, and must report to work within one hour of being called.

Except for the existing rotating on-call plan for investigations or the task force, assigned on call time shall not exceed eight (8) hours in any one (1) work week.

An Officer who is placed on call will receive pay at the rate of \$1.50 for each hour of on call duty. Pay for time on call will not exceed \$192 per week. An Officer actually called back to work after having left work and while on call will be paid a minimum of two hour's pay at 1 ½ time the Officer's regular rate of pay unless the time extends to the Officer's regular work shift.

Members of the SWAT team may respond to possible calls to duty outside of the SWAT Officer's regular shift. SWAT officers shall be free to engage in any endeavor of their choosing and are not subject to the existing rotation on-call plan for investigations. Cell phones will be made available to Officers on SWAT.

7.4 Court Appearances. Court appearances shall be defined as necessary appearances before courts and grand juries. When a Police Officer's work requires a court appearance which is within regularly scheduled work hours or overlaps with the Officer's regularly scheduled work hours, court time will be paid at straight time, overtime or compensatory time in accordance with the overtime and compensatory provisions of this Article. If a Police Officer's work requires a court appearance that is not part of or does not overlap with an Officer's scheduled work hours, the Officer shall be compensated for a minimum of three (3) hours of pay at the overtime rate, or the actual time in court, whichever is greater, at a rate of pay consistent with the overtime provisions of this Article.

7.5 No Pyramiding. There shall be no pyramiding of overtime under this Article or any Article of this Agreement.

**7.6 Compensatory Time.** Compensatory time off in lieu of cash payments for overtime will be permitted only upon the approval by the Chief of Police. The total number of compensatory time hours will not exceed forty (40) at any given time. Once per pay period, Police Officers may request payment for unused compensatory hours. The compensatory time will be paid by the City at the Police Officer's regular straight time hourly rate of pay on the day of the receipt of the request with such payment made on the following regular paycheck. At the time of promotion or termination, the Police Officer shall receive payment for any unused compensatory balance with such payment calculated based upon the Police Officer's regular straight time hourly rate of pay in effect on the date of promotion or termination.

Officers will be allowed to request compensatory time off at any time. The supervisor will make the final determination on granting that time based on staffing levels. When compensatory time is earned in a pay period, the Officer may be allowed to receive a portion of that compensation in leave time, and a portion in paid overtime.

**7.7 No Guarantee.** This Article is intended to define the normal hours of work and to provide the basis for the calculation and payment of overtime. It shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

## **ARTICLE VIII**

### **SALARY**

8.1 Police Officers covered by this Agreement shall be paid in accordance with the following position classifications:

Effective January 7, 2016 (3% Increase)

	Hourly	Monthly	Annual
Step A	27.51	4,768.86	57,226.31
Step B	28.47	4,934.31	59,211.69
Step C	30.31	5,253.58	63,042.92
Step D	32.27	5,593.59	67,123.08
Step E	34.36	5,955.72	71,468.61
Step F	37.98	6,583.08	78,996.96

Effective January 5, 2017 (3% Increase)

	Hourly	Monthly	Annual
Step A	28.34	4,911.92	58,943.09
Step B	29.32	5,082.34	60,988.04
Step C	31.22	5,411.18	64,934.21
Step D	33.24	5,761.40	69,136.77
Step E	35.39	6,134.39	73,612.67
Step F	39.12	6,780.57	81,366.87



Effective January 4, 2018 (3% Increase)			
	Hourly	Monthly	Annual
Step A	29.19	5,059.28	60,711.39
Step B	30.20	5,234.81	62,817.68
Step C	32.15	5,573.52	66,882.24
Step D	34.24	5,934.24	71,210.88
Step E	36.45	6,318.42	75,821.05
Step F	40.29	6,983.99	83,807.88

Officers will be eligible for a step increase every twelve (12) months upon satisfactorily completing all requirements. New employees with prior law enforcement experience may be paid at a level above starting salary. The level at which new employees enter the salary schedule shall be determined by the Police Chief and the Human Resources Director. In the event that this occurs, thereafter, Officers will be eligible for a step increase every twelve (12) months upon satisfactorily completing all requirements.

The Police Chief may exercise discretion in delaying the eligibility of an increase due to pending disciplinary review. Depending on the outcome and circumstances, the Officers may receive their pay increase retroactive to their eligibility date.

**8.2 Tuition Assistance.** Police Officers who have completed the original probationary period are eligible for tuition assistance for job-related college-level courses up to \$2,000 per year and \$15,000 per lifetime as approved by the Chief of Police. Approval must be requested and received in advance of enrollment. Courses or degree programs must be administered by an accredited college, university or technical training center. Correspondence courses will not qualify for assistance. Reimbursements will be made only upon the satisfactory completion of courses (a grade "C" or higher for undergraduate work, a grade "B" or higher for graduate work). The cost of books is not eligible for reimbursement. Mandatory student fees as verified by the Registrar's Office will be eligible for reimbursement. Tuition amounts paid by other sources (e.g. G.I. Bill) will not be eligible for tuition reimbursement. When employees enroll in programs that are not local, the amount of tuition reimbursement will be the amount charged by the closest university to Greeley which is offering a comparable program. Police Officers who terminate for any reason before the expiration of three hundred sixty five (365) days from the date of completion of the subject courses(s), shall be responsible for reimbursing the City for any monies paid for tuition for said course(s).

**8.3 Collateral Assignment.** Police Officers in the collateral assignment of Field Training Officer (FTO) or acting in the capacity of the FTO shall receive one hour of pay at the Officer's regular rate for each full working day performing as an FTO or one half hour of pay at the Officer's regular rate for each half working day performing as an FTO.

**8.4 Defined Contribution Plan Contributions.** During the term of this Agreement, the City shall make a ten and one-half percent (10.5%) contribution to an Officer's defined contribution plan, while the Officer's contribution shall be nine and one-half percent (9.5%).

## **ARTICLE IX**

### **HEALTH AND WELFARE**

9.1 Health Insurance Contribution. The City agrees to continue its current contribution toward the current health insurance plan. Maximum contributions of the City will be 80% for family coverage and 80% for single coverage. The City reserves the right to provide this insurance through a self-insured plan or under a group insurance policy or policies issued by an insurance company or companies selected by the City.

9.2 Dental Insurance Contribution. The City agrees to provide the Police Officers with the same dental insurance plan provided to other City employees. The City reserves the right to provide this dental insurance through a self-insured plan or under a group insurance policy or policies issued by an insurance company or companies selected by the City. It is understood that the insurance plan is subject to the rules and regulations of the insurance carrier.

9.3 Life Insurance Contribution. The City agrees to provide Police Officers with one and one-half (1 ½) times annual salary life insurance with Accidental Death and Dismemberment. The City will continue to provide \$1,000 of dependent life insurance coverage for dependents. The City reserves the right to provide this life insurance through a self-insured plan or under a group insurance policy or policies issued by an insurance company or companies selected by the City. It is understood that the life insurance plan is subject to the rules and regulations of the insurance carrier.

9.4 Physical Examinations. Any physical, psychological, or fitness-for-duty examinations required of Police Officers by the City shall be at City expense and the results thereof shall be submitted to the City. Upon request, the Police Officer shall be afforded an opportunity to review the results. The above shall not be construed to include examinations for work-related injuries or illnesses covered by the City's worker's compensation program.

9.5 Line of Duty Death. If a Police Officer is killed in the line of duty, the City shall pay ten thousand dollars (\$10,000.00) to the Police Officer's estate to assist with funeral expenses.

If a Police Officer is killed in the line of duty, the City shall pay 100% of the health, dental and/or vision insurance premiums for the first twelve months of COBRA coverage for a surviving spouse and eligible dependents of the Police Officer enrolled in the City's health, dental and/or vision insurance plans at the time of the line of duty death.

9.6 Post Employment Health Plan. Police Officers shall be required to contribute \$250 annually to a Post Employment Health Plan (PEHP) or similar retirement savings plan in accordance with the terms and conditions of the plan's participation agreement. The City agrees to deduct \$9.62 from the biweekly paycheck of each Police Officer. The Association agrees that the City will not be responsible for administrative or other fees or costs associated with administration of the plan.

## **ARTICLE X**

### **DEATH AND DISABILITY**

10.1 The City of Greeley will pay the full amount of the premium charged for the statewide death and disability plan for Police Officers hired on or after January 1, 1997.

## **ARTICLE XI**

### **SICK LEAVE**

11.1 Traditional sick leave is available if selected by Police Officers hired prior to January 1, 2016. The Police Officer shall be entitled to accrue sick leave at the rate of three-point-seven (3.7) hours after each biweekly period the Police Officer is in a pay status; up to a maximum of nine hundred and sixty (960) hours. Police Officers with more than nine hundred and sixty (960) hours of sick leave as of January 4, 2012 will be grandfathered and allowed to bank any hours above 960. Banked hours can be accessed at any time while the Police Officer is an active employee until the hours are exhausted. Police Officers shall not accrue sick leave for any pay period which they are on layoff, leave of absence or other forms of unpaid status, or while engaged in conduct in violation of Article V of this Agreement.

11.2 When a Police Officer is absent due to an incapacitating personal illness or injury, or required medical, dental, or optical examination, the Police Officer shall personally notify a supervisor as soon as the Police Officer knows the Police Officer will not be able to report to work. Time off for non-emergency doctor, dental, or optical appointments should be scheduled on off-duty time when possible. Each Police Officer shall be paid at their regular straight-time rate for each regular workday, or portion thereof, missed because of said absence to the extent the Police Officer has available sick leave.

11.3 A Police Officer may use up to forty (40) hours of available sick leave annually for the illness or injury of a Police Officer's spouse, dependent child, or parent. At the Chief's discretion, the forty (40) hour cap shall not apply in the case of a major illness or injury of a Police Officer's spouse or dependent child.

11.4 No Police Officer shall be entitled to claim the benefits of this Article unless the Police Officer informs the Police Chief or the Chief's designee of their illness. The Police Chief or the Chief's designee shall forward the request for payment for said absence to the appropriate payroll person for processing.

11.5 A doctor's certificate or examination by a City designated physician may be required by the City as verification of illness. Any abuse of the sick leave privileges shall be subject to disciplinary action. Police Officers returning to work after a major or potentially incapacitating illness must submit a doctor's written release before returning to duty.

11.6 It is the intent of this Article that no Police Officer absent from work due to such illness, injury, examination or treatment, shall receive more compensation per any work week than forty (40) hours of pay at their regular straight-time pay, including other sources of compensation to which they are entitled, such as Workmen's Compensation, under applicable State laws.

11.7 No Police Officer shall be allowed to receive cash for accrued sick leave except upon termination as set forth in Paragraph 11.9. At no time shall sick leave be converted to vacation, holiday leave, or any other time off with pay.

11.8 Upon termination from employment, a Police Officer hired prior to January 1, 1991 and who did not elect to participate in the Paid Time Off program, will be paid for:

- 1) One-half of their sick leave accrual at the time of termination; or
- 2) One-half of their sick leave accrual as of December 31, 1990, whichever is less.

In either case, payment will not exceed a maximum of sixty (60) working days (480 hours). Employees hired after January 1, 1991 will not receive pay for accumulated sick leave balances at the time of termination.

11.9 Injury Leave. If an employee has been disabled due to an on-the-job injury and is entitled to receive benefits under the Worker's Compensation Law of the State of Colorado for temporary partial disability or temporary total disability, work time missed shall be charged as injury leave as follows:

If an employee misses work due to an on-the-job injury, the employee is permitted to be off work only when a designated physician has certified the time off as related to the injury, in writing, prior to the taking of the time off. In cases involving an emergency, the Officer's physician's certification for time off must be received as soon as practical.

An employee's leave time will be charged to injury leave unless there is some question as to whether the claim will be admitted for liability by the third-party administrator. Injury leave is paid at the employee's normal rate of pay for a maximum of ninety (90) calendar days per injury. Injury leave pay will be reduced by payments provided by other sources (e.g. State Police Pension Plan, Social Security). The employee shall submit to the City evidence of such payments.

If a question arises concerning liability for the claim, leave time will be charged to the employee's accrued sick, vacation or other leave balance until there is an admission of liability by the third-party administrator. If an admission of liability is entered, the employee's sick, vacation, or other leave time will be reinstated.

Appointments for treatment related to an on-the-job injury must be made outside normal working hours; time absent due to medical appointments cannot be charged to injury leave. If scheduling appointments outside of normal work hours is not possible due to the medical provider's schedule, time missed for the length of the medical appointment only (not travel time) may be charged to injury leave.

Injury leave shall terminate after ninety (90) calendar days or as it applies below:

- 1) On the date a ruling of permanent disability is made.
- 2) At such time as the employee is declared capable of performing their normal duties by a City designated physician.



- 3) At such time as the employee is declared capable of participating in the alternate duty program by a designated physician, if an alternate duty assignment is available.
- 4) When the employee reaches maximum medical improvement (MMI).

Employees who exhaust the 90 calendar days of injury leave may be eligible to continue to receive compensation at a rate equal to two-thirds (2/3) of their regular pay as administered through the third-party administrator. If the employee is not released to return to their regular job duties by the expiration of the injury leave period, the employee will be considered for reassignment to an available position for which the employee meets the essential job functions. If such reassignment is not possible the employee may be terminated.

An employee who is injured while on duty and/or acting within the scope of their employment with the City of Greeley will be entitled to injury leave.

**11.10 Sick Leave Incentive.** After the last pay check of the year is processed, each Police Officer's leave usage for all time paid that year will be totaled (approximately equal to 12 months) to determine whether the Police Officer qualifies for the sick leave incentive program. Police Officers who have worked for the City for a full 12 month period and who use 30 hours or less of sick leave, will receive an additional 16 hours of vacation.

Police Officers who qualify for additional vacation hours will be credited with the additional hours in February of the following calendar year.

## **ARTICLE XII**

### **HOLIDAYS**

12.1 Police Officers shall be granted ten (10) days (80 hours) of holiday leave each year in lieu of taking the actual holiday off. For the purpose of calculating holiday accruals for new and terminating employees, holiday accrual is based on 6.67 hours for each full month worked.

The holiday leave will be granted to each Officer on January 1 of each calendar year. Holiday leave must be taken no later than the end of the last pay period in the year in which it was granted, with the exception that holidays that are canceled by the Police Chief or the Chief's designee may be rescheduled and must be taken within thirty (30) days of the date the Officer was notified of the cancellation.

Holidays shall not accrue during a period of layoff, leave of absence, other forms of unpaid status or while engaged in conduct in violation of Article V of this Agreement.

Time spent on holiday leave will be considered time worked for overtime purposes.

- A) Except as provided for above, there shall be no credit for holidays carried over from one calendar year to the next.
- B) Scheduling holiday leave must be approved by the Police Chief or the Chief's designee.



C) Holiday leave shall not be taken in increments of less than one (1) hour.

12.2 Police Officers hired after January 1 will be granted holiday leave on a pro-rated basis at the time of hire.

12.3 The following shall be paid holidays:

New Year's Day	Veteran's Day
President's Day Birthday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Eve
Labor Day	Christmas Day

12.4 No Police Officer shall be allowed to receive cash in lieu of time off except upon termination as set forth in Paragraph A below.

- A) Upon termination, total holiday hours to which the Police Officer is entitled will be calculated based on the number of full months worked and the Police Officer shall:
  - 1) Be paid for unused holiday hours; or
  - 2) Receive an adjustment from the Officer's final paycheck deducting the hours used in excess of the hours earned.
- B) Police Officers assigned to any of the following functions or positions: Community Services Officer, Crime Prevention, Inspectional Services or any other administrative function or position created by the Chief of Police, may be required by the Chief of Police or the Chief's designee, in the Chief's sole discretion, to take a given listed holiday when City offices are closed depending on the work assignment of such Officer.

## **ARTICLE XIII**

### **PTO, VACATION AND LEAVES OF ABSENCE**

#### **Paid Time Off**

13.1 Police Officers hired on or after January 1, 2016, and current Police Officers who elected to transfer to the Paid Time Off (PTO) plan by completing enrollment paperwork prior to November 15, 2015, shall accrue PTO hours for each biweekly pay period in which the Police Officer has been in paid status effective with the pay period beginning January 7, 2016, pursuant to the schedule below. PTO can be used for rest, recreation, personal illness/injury or time off to meet other personal needs such as doctor, dentist or EAP appointments with supervisory approval as outlined below.

After the first full pay period following completion of two months of employment with the City, Police Officers will be credited with 16 hours of PTO and begin accruing PTO at the rate listed below. The maximum PTO accrual for full-time Police Officers is listed below:

<u>Length of Service</u>	<u>Bi-weekly Accrual (Hours)</u>	<u>Annual Accrual (Hours)</u>	<u>Maximum Accrual (Hours)</u>	
			<u>Hired prior to 12-31-15</u>	<u>Hired On or After 1-1-16</u>
Initial employment through 2 <sup>nd</sup> yr	4.64 hrs	120.6	300	240
3 <sup>rd</sup> through 5 <sup>th</sup> year	5.24	136.2	300	240
6 <sup>th</sup> through 10 <sup>th</sup> year	6.14	159.6	300	280
11 <sup>th</sup> through 15 <sup>th</sup> year	7.04	183.0	300	280
16 <sup>th</sup> through 20 <sup>th</sup> year	7.74	201.2	320	300
21 <sup>st</sup> year or more	8.04	209.0	320	300

All PTO hours accrued but not taken are paid upon termination. A Police Officer must work the full pay period to accrue PTO for that pay period. PTO can be taken with supervisory approval. Requests must be submitted and approved in advance except as otherwise indicated below.

#### Unscheduled Use of PTO

PTO may be used without prior approval for Police Officer or family illness or emergencies. If advance notice is not possible, the Police Officer must notify his/her supervisor of the need for the request of the time off prior to the beginning of the Police Officer's work shift. A Police Officer must keep his/her supervisor informed of his/her condition. Additionally, the Police Officer may be required to provide a doctor's certification or other documentation related to the unscheduled leave. Unscheduled use of PTO which interferes with job performance or City operations may subject the Police Officer to disciplinary action as may be appropriate under City policies and state and federal law.

For Police Officers with Banked Sick Leave time off due to personal illness or injury (including medical appointments) whether scheduled or unscheduled should be charged to the "Unscheduled PTO" pay code. After charging a minimum of 32 hours per payroll calendar year to Unscheduled PTO, a Police Officer is eligible to charge time off due to personal illness or injury to Banked Sick Leave and is responsible for coding the timekeeping system with the appropriate pay code.

#### Banked Sick Leave

Banked Sick Leave refers to those sick leave hours that have been accrued by Police Officers as of December 16, 2015. These sick leave hours are placed in a bank and may be used in the following ways:

- To supplement Short Term Disability (STD) payments to 100% of regular salary during the term of the disability;
- For personal illness or injury (including medical appointments) after 32 hours of time charged to the unscheduled PTO code have been taken in a payroll calendar year;
- For illness or injury (including medical appointments) of family members (spouse, civil union partner, dependent child or parent) up to 40 hours in a year calculated based on the pay periods paid in the calendar year.

On the January 7, 2016 paycheck Police Officers hired prior to January 1, 1991 who elected to transfer to the PTO plan will be paid for:

- One-half of their sick leave accrual as of December 16, 2015; or
- One-half of their sick leave accrual as of December 31, 1990, whichever is less.

The hours paid out will be deducted from the Police Officer's banked sick leave hours.

Police Officers will not receive pay for banked sick leave balances at time of termination of employment.

### Short Term Disability

Short Term Disability (STD) is income coverage that is provided by the City in the event a Police Officer enrolled in the PTO program is unable to perform the essential functions of his/her job due to medical incapacity for scheduled work hours after any consecutive fourteen (14) calendar day period (referred to as the "elimination period"). The STD benefit will be paid at the rate of 70% of the Police Officer's normal base salary. STD payments are considered taxable income to the Police Officer.

Leave time charged to STD will be considered as part of and administered in accordance with the Family and Medical Leave policy. Time charged as STD is included to calculate the 12-week maximum Family and Medical Leave period.

Police Officers are eligible for STD effective the first day of the month following completion of four full months of employment. A Police Officer must be actively at work on the scheduled work day before the scheduled effective date of STD or STD will not be effective until the day after the Police Officer completes one full day of active work. A 90 day pre-existing exclusion will apply with the 90 day waiting period beginning the day just before STD becomes effective.

To be eligible for STD, scheduled work hours for the first fourteen (14) consecutive days of any period of medical incapacity relating to the same personal illness or injury will be charged to available leaves or leave without pay.

Written application for STD must be made through the Human Resources Department as soon as possible after a Police Officer is aware of the potential need for STD. It is the Police Officer's responsibility to submit the application to Human Resources although a relative or friend may submit the application if the Police Officer is unable to do so. Application for STD must be received in the Human Resources Department no later than fifteen (15) days after the first day of medical incapacity or fifteen (15) days from the date Short Term Disability paperwork is mailed to the Police Officer's home, whichever date occurs first. Retroactive STD payments will not be made after the shorter of these fifteen (15) day periods. The company hired by the City as the STD plan administrator will make decisions regarding eligibility for STD.

The written application for STD must be accompanied by a signed statement from a licensed medical doctor to be submitted to the City of Greeley's STD plan administrator: (1) verifying that the Police Officer is medically unable to perform assigned duties; (2) identifying the medically incapacitating condition involved; (3) estimating the anticipated length of the required absence. The City reserves the right to require a Police Officer to submit to an examination by one or more City-designated physicians at any time during the duration of the STD leave. Second medical opinions requested by the plan administrator when making the initial determination regarding eligibility for STD will be paid for by the City. All other physician examinations will be the responsibility of the Police Officer or the Police Officer's health plan. Leave associated with childbirth and/or conditions arising there from will be treated as any other temporary disability, where applicable.

If approved, STD will provide coverage for the period of disability in excess of the fourteen (14) calendar day period for a combined maximum period of 90 calendar days. Separate periods of STD that may or may not include intermittent or reduced work hours resulting from the same or related causes will be considered one period of STD unless separated by at least two consecutive weeks of the Police Officer's return to a full work schedule.

STD will be paid at 70% of the pre-disability rate of pay for the duration of the STD. Available leave hours may be used to supplement STD pay to 100% during the disability. Under

no circumstances will a Police Officer receive a combination of paid leave and STD which exceeds 100% of the Police Officer's normal base pay. A Police Officer must make a one-time decision at the beginning of the STD period regarding use of available leave to supplement STD. Police Officers receiving or eligible to receive partial or total disability whether permanent, temporary, or vocational under workers' compensation either through the City or through the workers' compensation administrator will not be eligible for STD.

If an Police Officer's initial application for STD is not approved by the STD plan administrator prior to the end of the first pay period in which the STD hours would be entered, leave hours will be charged to STD pending approval from the STD administrator. If a Police Officer's application for STD is denied or delayed beyond the initial pay period in which STD hours would be entered, leave hours charged to STD will be reversed and charged to other available leave or leave without pay.

In the event that a Police Officer chooses to use leave time to supplement STD or STD is denied or delayed the leave time will be charged to the Police Officer in the following order:

- Banked Sick Leave
- Holiday
- Compensatory time
- Paid Time Off (PTO)
- Leave without pay

Benefits will continue during the period of STD as set forth below:

- City and Police Officer contributions to health, dental, vision and life insurance premiums for the Police Officer will continue during the period of STD.
- City and Police Officer contributions to the Pension Plan will continue during the period of STD and will be based on the compensation received during STD.
- Police Officer contributions to a flexible spending account will continue unless the Police Officer is eligible and makes a change due to a change in status.
- Accrual of all leave will continue during any period of STD and holiday hours occurring during the time a Police Officer is on STD will be charged to holiday leave and not to STD. Holiday leave will also be charged to holiday leave and not to STD for Police Officers granted holiday leave in a lump sum at the beginning of each year when the Police Officer's period of STD encompasses a City-designated holiday. Holiday hours charged during a period of STD will count toward the STD maximum period.

On the Police Officer's return from STD leave, s/he must bring a fitness for duty release from the physician in all cases except for the delivery of a child without medical complications.

In some situations, alternate duty assignments may be available for Police Officers otherwise eligible for STD. Police Officers offered, but who refuse an alternate duty assignment, will not be eligible for STD on or after the date the alternate duty would begin. Such Police Officers may take applicable accrued leave, Banked Sick Leave or leave without pay if approved.

#### Eligibility for STD for Terminated Police Officers

If a Police Officer qualifies for STD while employed in a regular position and employment ends prior to the end of the STD period, STD payments will continue. The City, in its sole discretion, will determine whether STD will be administered through the regular payroll process or another process as deemed appropriate by the City. An individual who is employed at the beginning of the STD period but whose employment ends at any point during the STD period will not be eligible for any benefits as described above other than STD. The STD benefit will be



paid at the rate of 70% of the individual's base salary on the individual's last full day of employment prior to disability. STD payments are considered taxable income.

#### Paid Time Off Sell Back

A Police Officer may also be eligible to cash in ("sell back") accrued PTO hours one time during each calendar year if the Police Officer has been employed in a regular position for at least two years and the following conditions are met:	Full-Time
Maximum hours eligible to be sold back	40
Have used a minimum number of PTO hours in the 12 month period prior to request	40
Minimum PTO balance at the time of the sell back request	80

Paid Time Off Sell Back forms are available on City's intranet or from Human Resources.

#### 13.2 Traditional Vacation (if selected by Police Officers hired prior to January 1, 2016).

No Police Officer shall earn any vacation during the Police Officer's first six (6) months of employment, but shall earn forty (40) hours of vacation immediately upon successful completion of the six (6) month period.

Every Police Officer who has been in the continuous service of the City for more than six (6) months shall be eligible for paid vacation on the following basis:

<u>YEARS OF SERVICE COMPLETED</u>	<u>VACATION HOURS PER PAY PERIOD</u>
After completion of 6 months	40 hours
6 months – 2 years	3.1 hours per pay period (80 hours/year)
3-5 years	3.7 hours per pay period (96 hours/year)
6-10 years	4.6 hours per pay period (120 hours/year)
11-15 years	5.5 hours per pay period (144 hours/year)
16-20 years	6.2 hours per pay period (160 hour/year)
21 years and up	6.5 hours per pay period (168 hours/year)

Vacation shall be earned at the rates detailed above and will be accrued on a bi-weekly basis for periods in which the Police Officer is in a pay status. No vacation may be taken in advance of the pay period in which it is earned.

- A. Police Officers shall not accrue vacation for any pay period during which they are on layoff, leave of absence, other forms of unpaid status, or while engaged in conduct in violation of Article V of this Agreement.
- B. The rate of vacation pay shall be the Police Officer's regular, straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken.



- C. Vacation leave will be scheduled at the discretion of the City in accordance with Department Policy.
- D. The maximum vacation accrual for Police Officers is 280 hours.
- E. No Police Officer shall be allowed to receive cash in lieu of time off except as set forth in Paragraphs F and G below.
- F. A Police Officer who terminates for any reason shall receive vacation pay for the actual amount of vacation accrued at the time of their separation from employment with the City. The amount of payment for said vacation shall be calculated based upon the Police Officer's regular straight time hourly rate of pay in effect for the Police Officer's regular job on the Police Officer's last work day.
- G. Police Officers may sell back to the City up to forty (40) hours of vacation one (1) time during the calendar year. To be eligible to sell back vacation hours, the Officer must be employed a minimum of two (2) years, must have used 40 hours of vacation during the previous twelve (12) month period and must have a minimum balance of eighty (80) hours at the time of the sell-back request. The vacation leave will be paid by the City at the Police Officer's regular straight time hourly rate of pay on the day of the receipt of the request.

### 13.3 Military Leave.

- A. A Police Officer is eligible for leave without pay for military service as defined by Congress in the Selective Service Act of 1977. An affected Police Officer should notify the Officer's supervisor in writing immediately after receiving orders for active duty and furnish copies of such orders to the supervisors. Said Police Officer shall not receive any termination pay (i.e. accrued sick leave, vacation, holidays). If the Police Officer applies for reinstatement within the time period provided by law after discharge from such military service, the Police Officer will be reinstated with pay commensurate with what the Police Officer would have obtained in the Police Officer's vacated position, but for the military service, if the Police Officer is found to be mentally and physically qualified to do so. If the Police Officer is not found to be able to perform the duties of the vacated position, the employee may be placed in a different classification at an appropriate pay rate if such position is available, or terminated.
- B. Police Officers belonging to guard or reserve units will be allowed to take up to fifteen (15) calendar days per year of time off from their regular duties for military training. If the Police Officer's salary from the Armed Services, exclusive of travel allowance, is less than the gross pay from the City, the Officer will receive the difference between the two salaries for a period not to exceed fifteen (15) days for annual training. In no event shall the total pay for such period exceed the normal pay of the Police Officer. Police Officers shall be required to submit to the City proof of the pay they received from the

military.

#### 13.4 Funeral Leave.

- A. In the event of a death in the Police Officer's immediate family a Police Officer may be granted between one (1) and three (3) consecutive work days of funeral leave for the purpose of allowing the Police Officer to attend the funeral and handle the personal affairs of the deceased. This period of time may be extended up to a total of five (5) consecutive work days of funeral leave if extended travel time is necessary and the additional days would have been scheduled work days. During such time a Police Officer shall be paid at their regular straight time rate for regularly scheduled work hours missed because of said absence. Time spent on funeral leave will not be considered as hours worked for purposes of overtime calculations. For purposes of funeral leave, immediate family is defined as spouse, child, parent, grandparent, grandchildren, brother, sister (these include step, half and in-law relationships), aunt, uncle, niece, nephew and first cousin.
- B. A Police Officer desiring additional time off with pay in conjunction with funeral leave may request vacation leave in accordance with the provisions of this Article.

#### 13.5 Jury Duty.

- A. When Police Officers are called for jury duty at a time which conflicts with their regular work schedule, they shall be compensated for time lost from the job at the regular straight time hourly rate, for regularly scheduled work hours missed because of said absence but in no case more than forty (40) hours per week, up to a maximum of thirty (30) working days. Time spent on jury duty will not be considered in overtime calculations.
- B. The Police Officer must sign over to the City the compensation received for jury duty.
- C. If scheduled for work, the Police Officer shall be expected to report back to work within thirty (30) minutes from the time the Police Officer is excused from jury duty.
- D. If a Police Officer is excused and does not serve on the jury, the Officer will be required to work a regular shift.
- E. A Police Officer may be required to show evidence of jury duty upon request by the Police Chief or the Chief's designee.

13.6 Leave Without Pay. Police Officers covered by this Agreement may request, in writing, a leave of absence from the Chief of Police, who may grant a leave of absence to a Police Officer who has been in the bargaining unit for not less than one (1) year, for such period as the Police Chief sees fit, not to exceed ninety (90) calendar days. Upon written request, an extension of leave of absence may be granted at the sole discretion of the Chief of Police. Said

extension shall not exceed an additional ninety (90) calendar days. An additional extended period of leave without pay cannot be requested until the Police Officer has been at work for not less than twelve (12) months. Leaves of absence shall not be granted to Police Officers to accept remunerative employment elsewhere.

As a condition to such leave being granted, the Police Officer may be required to waive all rights to immediate reinstatement in the Officer's position upon termination of the leave and to retain only the right to be appointed to the first vacancy for the position in which the Officer has been employed.

A Police Officer granted a leave of absence shall continue to accrue leave and be eligible for benefits for only the first thirty (30) days of leave without pay. A Police Officer must pay in advance to the City the full cost of insurance or other benefits requiring the payment of a cash premium, if the Officer wishes to retain such benefits after the thirty-day period.

In the event the Police Officer does not desire to retain such benefits, the Officer shall sign a waiver releasing the City from any and all liability resulting from the discontinuance of such benefits. The Police Officer must agree in writing to pay for any costs associated with resuming such benefit coverage and shall be subject to the term and conditions of benefit plans as they exist at the date of reinstatement.

**13.7 Family/Medical Leave.** All provisions of Family/Medical Leave (FMLA) will be administered in accordance with the Family and Medical Leave City policy with detailed information available through the Human Resources Department.

## **ARTICLE XIV**

### **CLOTHING AND EQUIPMENT**

**14.1** New Police Officers shall receive the following uniform clothing which will be paid for in full by the Police Department. This uniform clothing will be in lieu of the cash payment for the purchase of clothing and duty related equipment made to other Police Officers for that calendar year.

Three (3)	Short Sleeve Shirts
Three (3)	Long Sleeve Shirts
Three (3)	Pairs of Pants
One (1)	Winter Coat
One (1)	Hat
One (1)	Light Coat
One (1)	Winter Hat
One (1)	Set of Rain wear

Such uniform clothing must be obtained at a City-designated supplier.

**14.2** Each Police Officer with 12 or more months of service as of January 1 shall receive eight hundred dollars (\$800) annually, 50% of which shall be paid on the pay date following January 1 and the remaining 50% on the pay date following July 1, for the purchase of clothing and duty related equipment and for uniform and clothing cleaning and maintenance. Police

Officers with less than 12 months of service as a Police Officer at the beginning of each calendar year or Officers hired mid-year shall receive a sixty-two dollar and fifty cent (\$62.50) quarterly cash payment paid at the beginning of each quarter of the year for uniform and clothing cleaning and maintenance. Police Officers must be employed at the beginning of the quarter to be eligible for the quarterly cash payment; quarterly payment amounts will not be prorated. Uniforms and duty-related equipment shall be defined and approved by the Police Department.

14.3 In consideration of the uniform allowance provided under Section 14.1 above, all uniformed Police Officers shall provide their own uniforms in accordance with City specifications. The City will provide insignia, name plates and badges required to be worn. Police Officers not required to wear uniforms shall wear clothing in conformity with departmental requirements.

14.4 All Police Officers shall be responsible for maintaining their work clothing in a proper manner (including repairing, dry cleaning and laundering as required). They shall also be responsible for replacing any worn out or lost uniform articles.

14.5 The City agrees to issue each Police Officer the following equipment: leather gear, weapon and ammunition, baton, handcuffs, flashlight, whistle, chain and one concealable protective body armor vest. The City will select and obtain issued equipment in a responsible, professional manner. All equipment issued to the Police Officer is and shall remain City property. Any equipment damaged through the abuse or neglect of the Police Officer shall be repaired or replaced at the expense of that Police Officer. Upon termination of employment, all City equipment shall be returned to the City in good working condition prior to the issuance of the Police Officer's final paycheck.

14.6 The City agrees to provide each member of the Tactical Team with appropriate clothing and equipment.

14.7 The City agrees to provide lockers for the use of Police Officers in accordance with departmental standards.

14.8 Personal items belonging to Police Officers which are damaged, broken, or destroyed in the line of duty, through no fault of the Officer shall be repaired or replaced at City expense. In no event will repair or replacement expense exceed the value of the item or items at the time of damage or destruction.

## **ARTICLE XV**

### **LAYOFF AND RECALL**

15.1 For purposes of this Agreement, "continuous service" shall mean the period of continuous employment in the Police Department from the most recent date of hire without break or interruption; provided that any suspension for disciplinary purposes or absences on authorized leave without pay shall not constitute a break or interruption of service within the meaning of this section. A list of Police Officers arranged in order of continuous service shall be made available for examination by all Police Officers at the end of each calendar year. Where two (2) or more Police Officers were appointed on the same date, their continuous service standing shall be determined in the order of their ranks on the Civil Service eligibility list from which they



were hired.

15.2 The City, in its sole discretion, shall determine whether layoffs are necessary. Although not limited to the following, layoffs shall ordinarily be for lack of work and/or lack of funds. If it is determined that layoffs are necessary, Police Officers will be laid off in the following order:

- A. Probationary Police Officers. The probationary Officer serves a probationary period of twelve (12) months in which there is an opportunity for the supervisor to train, observe, and evaluate the employee. During the twelve month original probationary period, the employee may be demoted, laid off, or terminated without cause at the discretion of the City; and
- B. In the event of further reductions in force, Police Officers will be laid off from the affected classification in accordance with their continuous service and their ability to perform the remaining work available without further training. When two (2) or more Police Officers have relatively equal experience, skill, ability, and qualifications to do the work without further training, the Police Officer(s) with the least continuous service will be laid off first.

15.3 Police Officers who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, Police Officers who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training.

Police Officers recalled under this section shall not be required to take a Civil Service written examination or participate in a Civil Service oral interview but may be required to successfully complete all other phases of the screening process.

15.4 Police Officers who are eligible for recall shall be given fourteen (14) calendar days notice of recall and notice of recall shall be sent to the Police Officers by certified or registered mail, provided that the Police Officer must notify the Police Chief of the Officer's intention to return within three (3) days after receiving notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing address provided by the Police Officer, it being the obligation and responsibility of the Police Officer to provide the Police Chief with the Officer's latest mailing address.

## **ARTICLE XVI**

### **GRIEVANCE PROCEDURE**

16.1 A grievance is a claim that the City has violated any expressed provision of this Agreement and does not include any disciplinary matters. Any appeals related to disciplinary matters will follow the appeal procedures as outlined in the Civil Service Rules and Regulations manual. Officers cannot use the grievance procedures contained in this contract and the Civil Service Rules and Regulations interchangeably.

16.2 A grievance may be initiated by an individual officer or by the Association on behalf of one or more members of the bargaining unit. The grievant must reduce the entire grievance and all the reasons therefore to writing and present the written grievance and the provisions of



this Agreement which the grievant feels have been violated, signed and dated by the grievant, to the Captain or the Captain's designee with a copy to the Police Chief or the Chief's designee, the City Attorney, and the Human Resources Director within ten (10) calendar days of the date the grievant knew or should have known the facts which gave rise to the grievance. Otherwise, the grievance shall not be entitled to consideration. A grievant may, upon request, be represented at any level of the grievance procedure by a representative of the Association, or by counsel. 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 within the time limits provided at any step, such grievance shall be declared closed and settled on the basis of the most recent City decision.

16.3 In the event of failure to answer a grievance within the time limit provided, it shall be considered a denial and the grievant may appeal the grievance to the next step of the procedure in accordance with the time limitations specified. Extensions of time may be requested by either party. To be effective, any extension of time must be set forth in writing.

All grievances shall be settled in the following manner:

Step 1. The grievance shall be discussed first between the grievant and the Captain or the Captain's designee. The Captain must give an answer to the grievant within seven (7) calendar days of the holding of such meeting.

Step 2. If the grievant is not satisfied with the answer obtained at Step 1, the Police grievant may appeal the grievance to Step 2, providing that the appeal is presented to the Police Chief or the Chief's designee within seven (7) calendar days of receipt by the grievant of the Step 1 answer. Within seven (7) calendar days of receipt of the appeal, the Police Chief or the Chief's designee shall discuss the grievance with the grievant. The Police Chief or the Chief's designee must give the grievant an answer in writing within seven (7) calendar days of the holding of such meetings.

Step 3. If the grievant is not satisfied with the answer obtained at Step 2, the grievant may appeal the grievance to Step 3, providing that the appeal is presented to the City Manager or the Manager's designee, with a copy to the Human Resources Director, within seven (7) calendar days of receipt by the grievant of the Step 2 answer. Within seven (7) calendar days of receipt of the appeal, the City Manager or the Manager's designee shall discuss the grievance with the grievant. The City Manager or the Manager's designee must give the grievant an answer in writing within seven (7) calendar days of the holding of such meeting.

Step 4. If the grievant is not satisfied with the answer obtained at Step 3, the Association President must give written notice of intent to seek advisory fact-finding to the City Manager of the City, with a copy to the Human Resources Director, within fourteen (14) calendar days. The advisory fact-finding board shall consist of:

1. Appointee of the City;
2. Appointee of the Association;
3. The representative of each party shall select the third member of the advisory fact finding board, who shall be the chairman;

4. If within twenty-one (21) calendar days, the representatives of the City and the Association fail to select a third member, either party or its representative may refer the matter to either the American Arbitration Association or the Federal Mediation and Conciliation Service for the selection of an impartial advisory fact-finder to act as the third member of the advisory fact-finding board, in accordance with the Rules of the American Arbitration Association or the Federal Mediation and Conciliation Service, as may be applicable. The cost of advisory fact-finding shall be shared equally by the City and the Association.

The majority of the advisory fact-finding board shall render a decision within thirty (30) calendar days of hearing the grievance, and failing to reach a majority, the decision of the chairman shall prevail.

The advisory fact-finding board shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement, nor shall the board have jurisdiction to determine that the parties by practice or implication have amended or supplemented this Agreement. The advisory fact-finding board shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement. The advisory fact-finding board shall be empowered to determine the issue raised by the grievance as submitted in writing at Step 1. The advisory fact-finding board shall have no authority to make a recommendation on any issue not so submitted or raised. The advisory fact-finding board shall be without power to make recommendations contrary to or inconsistent with, in any way, applicable laws or rules and regulations of administrative bodies that have the force and effect of law. The advisory fact-finding board shall not, in any way, limit or interfere with the powers, duties and responsibilities of the City under law and applicable court decisions. The recommendation shall be advisory only.

After receipt of the decision of the advisory fact-finding board, the President of the Association and the chief spokesman for the City bargaining committee shall meet within seven (7) calendar days and attempt resolution of the grievance based upon the findings and recommendations of the advisory fact-finding board. In the event that either party is not available to meet within seven (7) calendar days, the time limits described herein will be extended as appropriate.

16.4 Anything in this Agreement to the contrary notwithstanding, the following matters are not subject to the grievance procedures of this Agreement:

- A. 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 in this Article; or
- B. Any matter reserved solely to the Rights of Management or to the discretion of the City or the Police Chief by the terms of this Agreement, except as to resolution of whether or not a specific matter is a management right; or
- C. Any matter which would require a change from the wages, rates of pay, hours, grievance procedure, working conditions, and all other terms and conditions of employment as set forth in this Agreement; or

- D. Any matter which is not covered by this Agreement; or
- E. Any matter covered by the Charter of the City of Greeley, the Rules and Regulations and the Official Order Book of the Greeley Police Department in effect on the signing date of this Agreement, the Rules and Regulations of the Civil Service Commission of the City of Greeley, City Ordinances, Statutes and Constitutional provisions except to the extent that any such matter is addressed in this Agreement and the grievance alleges that the City has violated an express provision of this Agreement.

## **ARTICLE XVII**

### **WAIVER AND NOTICE**

17.1 Failure of the City or the Association to enforce, or insist upon, the performance of any term, condition or provision of this Agreement in any one or more instances, shall not be deemed a waiver of such term, condition or provision. No term, condition or provision of this Agreement shall be deemed waived by the City or the Association unless such waiver is reduced to writing and signed by the City Manager or the Manager's designee or the President of the Association or the President's designee. If such written waiver is given, it shall apply only to the specific case for which the waiver is given and shall not be construed as a general or absolute waiver of the term, condition, or provision, which is the subject matter of the waiver.

17.2 Where any provision of this Agreement requires any notice of information be given by the Association to the City or by the City to the Association within a specified time, such requirement will not be met unless the official of the City or the Association specified herein, who has actual authority to receive such notice, actually receives the notice or information within the time limit specified in this Agreement.

## **ARTICLE XVIII**

### **ENTIRE AGREEMENT**

18.1 The City shall not be bound by any requirement which is not specifically stated in this Agreement.

18.2 This Agreement constitutes the entire agreement between the parties; and no past practice, stipulations or understandings, memoranda or bulletins shall be construed as in any way modifying, altering, or amending the terms or conditions hereof.

18.3 The Association and the City agree that this Agreement is intended to cover all matters affecting wages, rates of pay, hours, grievance procedure, working conditions, and all other terms and conditions of employment and similar or related subjects, and that during the term of this Agreement neither the City nor the Association will be required to negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement

## **ARTICLE XIX**

### **SEVERABILITY**

19.1 If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with the applicable laws, statutes, and regulations of the United States of America and the State of Colorado, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to agree on a substitute provision. However, if both parties are unable to agree within thirty (30) days following commencement of the initial meeting then the matter shall be postponed until contract negotiations are reopened.

## **ARTICLE XX**

### **LIMITATION ON ECONOMIC ISSUES**

20.1 In the event that it is determined the terms and conditions in this Agreement exceed any limitations imposed upon the City of Greeley by Article XI, Section 20, of the Colorado Constitution, the Articles VIII, IX, XI, XII, XIII and XIV of this Agreement may be open to further collective bargaining as provided by this Section. The determination shall be reduced to writing by the City, specifically citing the nature and extent of the prospective violation by any existing term or condition of this Agreement.

## **ARTICLE XXI**

### **TERM OF AGREEMENT**

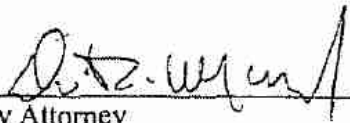
21.1 This agreement shall be effective January 1, 2016 and shall continue to and include December 31, 2018.

This contract is subject to appropriation and availability of City funds on an annual basis.


21.2 This agreement shall continue for the duration of the contract. This agreement shall then automatically continue from year to year for successive terms of one (1) year each unless the City or the Association shall give to the other written notice of request for collective bargaining no later than March 1 of the year the contract expires stating its desire to modify or terminate this agreement.

In the event that either the City or the Association gives written notice of a request for collective bargaining, and no new agreement is executed prior to the expiration of the current agreement, the terms of the current agreement shall continue in full force and effect during the period of time that the City and the Association are engaged in Advisory Fact-Finding pursuant to Section 14-4, subsections f-h of the City of Greeley Municipal Charter. The agreement may be further extended by mutual agreement of the parties so that it may continue in full force and effect during the period following Advisory Fact-Finding up through the conclusion of the special election authorized by Section 14-4(i) of the City of Greeley Municipal Charter.

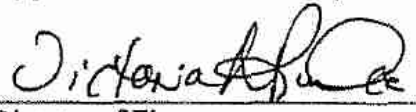
Approved as to Legal Form:

  
City Attorney

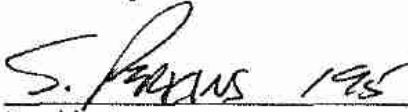
Approved as to Substance:

  
City Manager

Approved as to Availability of Funds:

  
Director of Finance

Union Representative:

  
President