

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY AND COUNTY OF DENVER

AND

FRATERNAL ORDER OF POLICE,

DENVER SHERIFF LODGE 27

JANUARY 1, 2000 - DECEMBER 31, 2002

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PREAMBLE

This Agreement which is entered into on this 12th day of January, 2000, between the CITY AND COUNTY OF DENVER (hereinafter referred to as "City"), and the FRATERNAL ORDER OF POLICE, DENVER SHERIFF LODGE 27 (hereinafter referred to as "FOP"), is the result of negotiations between the parties, pursuant to Section C5.83-5(a) of the Charter.

Article 2 RECOGNITION AND REPRESENTATION

2.1 The City and County of Denver recognizes the right of the Fraternal Order of Police, Denver Sheriff Lodge 27 to represent Denver Sheriff Deputies, Denver Sheriff Sergeants, and Denver Sheriff Captains (hereinafter referred to as "Employees") as the sole and exclusive bargaining Agent for the purpose of negotiations pursuant to Section C5.83 of the Charter and under the terms of this Agreement.

2.2 FAIR SHARE FEE

2.2.1 Within thirty (30) days after the effective date of this agreement, or within thirty (30) days after being hired into the bargaining unit, as a condition of employment, any employee who is not an active member of the FOP shall be required to pay a "fair share" fee in an amount equal to the cost to finance collective bargaining, contract administration and grievance administration, including all costs germane to collective bargaining divided by the number of bargaining unit members, but not to exceed FOP dues. The FOP shall provide the City with the "fair share" fee schedule prior to the first day of April of each contract year.

2.2.2 Any employee who is a member of and adheres to established tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to support the FOP as a condition of employment; except that as a condition of employment, such employee shall be required to pay, in lieu of "fair share" payment, sums equal to such "fair share" payment to a non-religious, non-labor organization designated by the FOP.

2.2.3 The City agrees to deduct FOP dues and "fair share" fees from the pay of such employees who individually request in writing that such deductions shall be made on a form agreeable to the City. FOP shall certify to the City the amounts to be deducted. The written authorization for FOP dues deduction shall remain in full force and effect until revoked in writing by the employee.

2.2.4 The FOP agrees that it will indemnify and save the City harmless from all suits, actions and claims against the City or persons acting on behalf of the

City whether for damages, compensation or any combination thereof, arising out of the City's compliance with the terms of this section. The FOP shall reimburse the City for any and all reasonable costs and reasonable attorneys fees arising out of the defense of any such action against the City. The City agrees to cooperate with the FOP and its counsel concerning any such litigation.

2.3 FOP MEMBER TIME OFF

Upon giving five (5) days written notice acknowledged by the Undersheriff, or his/her designee, the President of the FOP may be granted up to thirty (30) days off with pay per contract year to conduct such FOP activities as:

- a) FOP labor related seminars and educational programs;
- b) State of Colorado FOP Board of Directors meetings;
- c) State of Colorado FOP Conferences and Conventions;
- d) National FOP Board of Directors meetings; OR
- e) National FOP Conferences and Conventions.

The President may request, subject to the approval of the Undersheriff, or his/her designee, that a designee of the President be allowed to use one or more of such thirty (30) days for the conduct of the activities listed in subsections a) through e).

2.4 USE OF OTHER LEAVE

Subject to manning requirements of the work assignment in question and at the discretion of the Undersheriff or his designee, upon giving five (5) days notice as above, any FOP Director/Officer, Committee member, hearing or arbitration witness, delegate, or such other employee in an official FOP capacity, may use vacation leave, compensatory time, or holiday leave to conduct bona fide FOP business.

Article 3 NON-DISCRIMINATION

The provisions of this agreement shall be applied equally to all employees without discrimination as to age, sex, marital status, race, color, creed, religion, national origin, disability, sexual orientation or membership or non-membership of the F. O. P. Nothing in this section, however, shall be construed to prohibit actions taken because of bona fide occupational qualification.

Article 4 MANAGEMENT RIGHTS

The City reserves and retains solely and exclusively all of its constitutional, statutory, charter and common law rights and responsibilities to manage the Department

and direct the employees and such rights shall not in any way be abridged except as specifically limited by the express terms of this Agreement.

Article 5 JOB-RELATED INJURY BENEFITS

- 5.1 The provisions of Article V, Chapter 18 of the Revised Municipal Code shall apply with regard to job-related injury leave, except that employees shall be granted such leave at the employee's full salary for a period not to exceed one hundred eighty (180) calendar days immediately following the date of the occupational injury or occupational disease.
- 5.2 If an employee who is on job-related injury leave, as described above, is not cleared to return back to duty by the City physician, after the one hundred eighty (180) day limit set above, the employee may use available vacation or sick leave.

Article 6 OVERTIME

- 6.1 Pursuant to Section 7(k) of the Fair Labor Standards Act (29 U.S.C. §207(k)), a work period of twenty-eight (28) days is established for employees.
- 6.2(a)(1) All Denver Sheriff Deputies shall be paid overtime for all hours worked over one hundred and sixty-five (165) hours in a twenty-eight (28) day work cycle. The overtime rate shall be at time and one-half the applicable regular hourly rate as computed in Section 6.3.1 below. Court time, as

well as all time off with pay, including but not limited to sick leave, vacation, compensatory time, administrative leave, holiday leave including personal days, jury leave, military leave, and funeral leave shall be included in the "hours worked" to calculate the 165 hours for Denver Sheriff Deputies.

6.2(a)(2) All Denver Sheriff Sergeants and Denver Sheriff Captains shall be paid overtime for all hours worked over one hundred sixty (160) hours in a twenty-eight (28) day work cycle. The overtime rate shall be at time and one-half the applicable regular hourly rate as computed in Section 6.3.2 below. The parties agree that Sergeants and Captains who participate in roll call(s) or supervisor briefing(s) outside their regularly scheduled work hours will not receive any additional compensation over their base pay for such participation. Court time, as well as all time off with pay, including but not limited to sick leave, vacation, compensatory time, administrative leave, holiday leave including personal days, jury leave, military leave, and funeral leave shall be included in the "hours worked" to calculate the 160 hours for Denver Sheriff Sergeants and Captains.

6.2(b) All overtime shall be paid in either cash or compensatory time off, at the discretion of the City. An employee may accumulate no more than sixty

(60) hours of compensatory time. This compensatory time, upon request of the employee, may be used within a reasonable period after making a request if the use of the compensatory time does not unduly disrupt the operations of the department.

6.2(c) All overtime work must be approved by the employee's supervisor prior to the work being performed.

6.3 BASE PAY

6.3.1 Computation of the Denver Sheriff Deputy's hourly rate shall be determined by adding the Deputy's annual salary, longevity pay and shift differential pay, if applicable, to which the Deputy is entitled in a given year and dividing that total annual figure by two thousand one hundred forty five (2,145) hours.

6.3.2 Computation of the hourly rate for Denver Sheriff Sergeants and Denver Sheriff Captains shall be determined by adding the Sergeant's or Captain's annual salary, longevity pay and shift differential pay, if applicable, to which the Sergeant or Captain is entitled in a given year and dividing that total annual figure by two thousand and eighty (2,080) hours.

6.4 Actual overtime worked is to be converted to the nearest one-tenth hour.

Article 7 CALL-BACK AND COURT TIME

7.1 CALL-BACK

Each employee who is called back to work by an authorized superior officer after the completion of his or her regular shift and before the beginning of his or her next regularly scheduled shift, shall be paid a minimum of two and one-half (2.5) hours or actual time worked, whichever is greater, at one and one-half (1.5) times the base hourly rate.

7.2 CALL-BACK FOR INTERNAL INVESTIGATION

Any employee called back to duty by the Undersheriff or his designee after completion of his or her regular shift and before the beginning of his or her next regular scheduled shift to give evidence, make a report or answer questions or otherwise assist in connection with an internal investigation by the department shall be paid at the rate of one and one-half (1.5) times the base hourly rate from the time of arrival at the requested location to the time the employee is excused.

The provisions of this section are not applicable to an employee who has been placed on suspension or leave with or without pay in connection with any such internal investigation.

**7.3 OFF DUTY COURT APPEARANCE -
DUTY RELATED**

When an employee is subpoenaed to testify in state, federal or municipal court as a witness in a case which relates to a matter arising out of the performance of his/her duty and that employee is off duty or on approved leave the employee shall be compensated at one and one-half (1.5) times the base hourly rate. The number of hours to be compensated is calculated from the time the employee arrives for appearance at such court to the time the employee is released by the court from his or her obligation to testify.

Article 8 WORKING OUT OF CLASSIFICATION

Any employee who is temporarily assigned by his/her supervisor to work in a higher rank in the bargaining unit and who works in that rank in excess of ninety (90) consecutive days shall receive additional compensation of nine and six tenths per cent (9.6%) times his/her base salary for the entire length of the period in which the employee worked in the higher rank.

**Article 9 UNIFORM ALLOWANCE AND
ALLOTMENT**

9.1 ALLOWANCE

An annual allowance of four hundred fifty dollars (\$450) shall be paid to each employee for the maintenance of uniforms. This payment shall be made with the last paycheck in November of each calendar year. This

payment shall be prorated for the number of months served during the calendar year, except that employees terminated for cause shall not be entitled to any such payment.

9.2 ALLOTMENT

All employees shall be issued, and/or exchange two (2) pairs of uniform trousers, two (2) uniform shirts each calendar year. In addition, employees wearing utility uniforms shall be issued five (5) pairs of utility trousers and five (5) utility shirts each calendar year.

One (1) winter coat is issued at employment and subsequently replaced every five (5) years thereafter.

9.3 WEAPON

9.3.1 All employees hired on or after January 1, 1998 shall receive an allowance of \$430 toward the cost of purchasing a weapon from the list of duty weapons approved by the Sheriff's Department. Such payment shall be made within thirty (30) days after the employee presents the City with written proof of purchase of the weapon.

9.3.2 Upon separation from employment, any employee who received this allowance will retain the weapon, which he or she purchased, and shall reimburse the City in accordance with the following proration schedule:

1. If employed as a Deputy Sheriff for less than one year: \$430

2. If employed as a Deputy Sheriff for less than two years: \$344
3. If employed as a Deputy Sheriff for less than three years: \$258
4. If employed as a Deputy Sheriff for less than four years: \$172
5. If employed as a Deputy Sheriff for less than five years: \$86
6. If employed as a Deputy Sheriff for five or more years: -0-

9.3.3 Every eligible employee, prior to receiving the weapon allowance, must sign a memorandum of understanding indicating acceptance of this proration schedule.

9.3.4 The proration, if any, will be deducted from the employee's final paycheck.

9.3.5 All employees who reimbursed the City in accordance with the provisions of 9.3.2 and who are rehired by the Sheriff's Department shall be entitled to an allowance of the amount of such reimbursement toward the cost of purchasing a weapon from the list of duty weapons approved by the Sheriff's Department, and such payment shall be made within thirty (30) days after the employee presents the City with written proof of purchase of such weapon.

**Article 10 MEDICAL, DENTAL AND LIFE
INSURANCE**

10.1 MEDICAL INSURANCE

For the term of this agreement the City shall offer to all employees participation in the Denver Career Service Medical Plan.

10.2 DENTAL INSURANCE

The City shall offer to all employees participation in the Denver Career Service Dental Plan.

10.3 LIFE INSURANCE

The City shall provide group life insurance coverage for each employee in an amount equal to two (2) times the employee's annual salary, up to a maximum of seventy five thousand dollars (\$75,000) and a double-indemnity benefit for accidental death and dismemberment, subject to the provisions and limitations contained in the contract between the City and the insurance carrier and to such requirements and conditions as the health committee may from time to time establish.

**10.4 VOLUNTARY INSURANCE/BENEFIT
PROGRAMS**

During the term of this Agreement employees may continue voluntarily to participate, at the employee's cost, with no contribution by the City, in the Deferred Compensation Program, the FLEX Cash Program, Provident Life (Vision) Plan, Supplemental Life Plan, and

voluntary accidental death and dismemberment insurance, as long as these programs or plans are offered to the Career Service employees.

Article 11 HOLIDAYS

11.1 DESIGNATION OF HOLIDAYS

The following shall be observed as holidays:

1. New Year's Day (January 1)
2. Dr. Martin Luther King Day (3rd Monday of January)
3. Presidents Day (3rd Monday in February)
4. Memorial Day (last Monday in May)
5. Independence Day (July 4)
6. Labor Day (first Monday in September)
7. General Election day (Tuesday following first Monday in November in even-numbered years)
8. Veterans Day (November 11)
9. Thanksgiving (fourth Thursday in November)
10. Christmas Day (December 25)
11. Personal Holiday (On a date chosen by the employee under procedures approved by the Undersheriff)

- 11.2 An employee who actually works on a holiday will be paid one and one-half times his/her base rate of pay for any time actually worked on the holiday.
- 11.3 When a designated holiday falls on an employee's scheduled day off, the employee will be granted eight (8) hours of additional leave or pay at straight time rate at the discretion of the Undersheriff. Any such additional leave may be banked up to a maximum of eighty (80) hours in a year but all such leave must be used prior to the end of the year. Any such accrued but unused holiday leave will be paid in cash upon separation from the City.
- 11.4 When a holiday falls on a regular day off it shall be observed by the employee as follows:
- (a) If the holiday falls on the first day off, it shall be observed on the preceding workday;
 - (b) If the holiday falls on the second or third day off, it shall be observed on the next workday;
 - (c) If the holiday falls on a Sunday, then the Monday following shall be considered the holiday. If any holiday falls on a Saturday, the preceding Friday shall be considered as a holiday.

11.5 The foregoing provisions of this article shall be interpreted and applied precisely as done in 1996 and pursuant to the arbitration award in AAA No. 77390001897 dated October 10, 1997 in the grievance on holiday pay compensation.

Article 12 VACATION

12.1 For employees hired on or before December 31, 1995 vacation accrual shall be as follows:

12.1.1 CREDITS FOR FIRST TEN CONSECUTIVE YEARS

Employees shall receive eight and one-quarter (8.25) hours of vacation leave for each full calendar month of service with the City, for the first five (5) years of service.

Employees shall receive ten and one-quarter (10.25) hours of vacation leave for each full calendar month of service with the City for the sixth (6th -10th) through the tenth consecutive year of service.

12.1.2 CREDITS AFTER TEN CONSECUTIVE YEARS:

Employees shall receive twelve and one-quarter (12.25) hours of vacation leave for each full calendar month of service for the eleventh (11th - 15th) through the fifteenth consecutive years of service.

After the completion of fifteen (15) consecutive years of service, all employees shall receive fourteen and one-quarter (14.25) hours of vacation leave for each full month of service with the City.

12.2 For employees hired on or after January 1, 1996 vacation accrual shall be as follows:

12.2.1 For the first ten (10) years of service, employees shall receive eight and one-quarter (8.25) hours of vacation leave for each full calendar month of service with the City.

12.2.2 For the eleventh through the fifteenth (11th-15th) consecutive years of service, employees shall receive ten and one-quarter (10.25) hours of vacation leave for each full calendar month of service with the City.

12.2.3 For the sixteenth through twentieth (16th-20th) consecutive years of service, employees shall receive twelve and one-quarter (12.25) hours of vacation leave for each full calendar month of service with the City.

12.2.4 After the completion of twenty (20) consecutive years of service, employees shall receive fourteen and one-quarter (14.25) hours of vacation leave for each full calendar month of service with the City.

12.3 ACCRUAL

A maximum of two hundred eighty eight (288) hours of vacation leave may be accrued by an employee who has up to ten (10) years of service and three hundred thirty six (336) hours of vacation leave may be accrued by an employee who has more than ten (10) years of service.

12.4 GRANTING VACATION

The City shall grant vacation leave in accordance with the following provisions:

1. Vacation leave shall be granted only to employees who have been employed continuously for six (6) months.
2. Vacation leave shall not be granted in advance of accrual.
3. Employees who have been employed continuously for six (6) months and who are separated from the City for any reason shall be paid for any unused accrued vacation leave.

12.5 CREDITS FOR LESS THAN A FULL MONTH

An employee who works less than a full calendar month shall receive prorated vacation leave in accordance with the following schedule based on a pay period:

1. Under forty (40) hours - no vacation leave;

2. Forty (40) through fifty-nine (59) hours - half of vacation leave authorized for accumulation period;
3. Sixty (60) through seventy-nine (79) hours - three-fourths (3/4) of vacation leave authorized for accumulation period.

12.6 TRANSFER OF VACATION

When an employee transfers from one agency or classification to another agency or classification within the Career Service, vacation leave shall be transferred with the employee and the accrued vacation time as set forth in Section 12.1 shall include the continuous length of service accumulated in another agency and classification within the Career Service.

Article 13 SICK LEAVE

- 13.1.1 Employees hired on or before December 31, 1995 by the Sheriff's Department shall accrue sick leave at the rate of eight (8) hours per month of service.
- 13.1.2 Employees hired on or after January 1, 1996 by the Sheriff's Department shall accrue sick leave at the rate of six (6) hours per month of service for the first five (5) continuous years of service; thereafter they shall accrue sick leave at the rate of eight (8) hours per month of service.

13.2 ACCRUAL AND CONVERSION OF SICK LEAVE

Sick leave may be accumulated to a limit of nine hundred sixty (960) hours. When the accumulation exceeds eight hundred eighty (880) working hours, the employee may be granted either eight (8) hours of vacation leave or eight (8) hours at straight time pay at the discretion of the Undersheriff for each eight hour day of sick leave accumulated beyond eight hundred eighty (880) hours up to a limit of ninety-six (96) hours in a contract year.

13.3 PAYMENT UPON SEPARATION

- 13.3(a) Upon separation for any reason other than death or retirement or termination for cause, an employee who has completed five (5) consecutive years of service shall be paid at half of the employee's regular base rate of pay for the difference between the balance of sick leave days to his/her credit and forty (40) hours multiplied by the years of service to a maximum of ten (10) years.
- 13.3(b) Upon separation due to retirement or death, an employee shall be paid at his/her regular rate for half of all accumulated sick leave credits existing on the