

CB 404

618-819

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY AND COUNTY OF DENVER

AND

FRATERNAL ORDER OF POLICE,

DENVER SHERIFF LODGE 27

JANUARY 1, 1998 - DECEMBER 31, 1999

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**PREAMBLE**

This Agreement which is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 1998, 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 C5.83-3(a) of the Charter.

Article 2 RECOGNITION AND REPRESENTATION

~~2.1~~ 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 ~~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 within thirty (30) days of the execution of this agreement for 1998 and thereafter, prior to the first day of January 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 will be granted time off with pay by the Undersheriff, or his/her designee, to conduct bona fide FOP business. The President may be granted up to twenty (20) days per contract year to conduct such 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.

### 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 at the end 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 hire 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 work day;
- (b) If the holiday falls on the second or third day off, it shall be observed on the next work day;
- (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 effective date of retirement or death, or for the difference between the balance of sick leave days to his/her credit and thirty six (36) hours multiplied by the years of service to a maximum of ten (10) years, whichever is higher, but not to exceed six hundred (600) working hours.

13.4 GRANTING SICK LEAVE

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

- 13.4(a) Sick leave shall not be granted in advance of accrual.
- 13.4(b) Leave without pay may be granted for sickness extending beyond the earned credits.

13.4(c) After six (6) continuous months of service, vacation leave credits may be used for sick leave when sick leave has been exhausted.

13.4(d) Sick leave for family care:

13.4(d)1 Sick leave may be used when an employee is incapacitated by sickness or injury; for disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom; for medical, dental or optical examination or treatment, including examinations for military service or disability payment; or for necessary care and attendance by the employee during sickness of the employee's immediate family. Immediate family includes husband, wife, son, daughter, mother, father, sister, brother, grandmother, grandfather, grandchildren, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, and domestic partner as defined by the City.

13.4(d)2 The amount of sick leave granted for necessary care of an employee's immediate family shall not exceed eighty (80) work hours in any twelve-month period. Nothing in this subsection shall limit the amount of unpaid leave which can be taken by an employee when federal law provides for such leave.

13.5 DEBITING SICK LEAVE - Sick leave shall be debited as follows:

1. The amount of sick leave to be debited shall be computed on the basis of the exact number of half hours an employee is scheduled to work when leave is utilized.
2. Holidays or other regular days off shall not be counted in debiting sick leave.
3. Sick leave shall be debited in no less than one-half hour units.

13.6 TRANSFER OF SICK LEAVE CREDITS

When an employee transfers from one agency or classification to another within the Career Service sick leave credits shall be transferred with the employee.

13.7 DONATED SICK LEAVE

An employee may donate sick leave to another employee in the bargaining unit, provided that all of the following conditions are met:

1. The amount of sick leave donated may not reduce the donor employee's sick leave balance to less than two hundred forty (240) hours..
2. The amount of sick leave to be credited to the recipient employee's account shall be computed as follows:
  - a. Multiply the number of hours of sick leave being given by the donor employee times the hourly rate of pay of the donor employee;
  - b. Divide the result of Step a. by the hourly rate of pay of the recipient employee; and
  - c. Round the result down to the closest full hour.
3. The computations made in subparagraph 2 above shall be reported to the auditor in accordance with procedures to be established by the Auditor's Office.

**Article 14    JURY LEAVE**

An employee who is required to serve as a juror in a federal, state or municipal court shall be granted jury leave with full pay to serve in that capacity except that the employee shall pay to the City any jury fees he/she received for such service.

Article 15 **FUNERAL LEAVE**

An employee may be granted up to three (3) days funeral leave per year in the event of the death of an employee's immediate family. Immediate family includes husband, wife, son, daughter, mother, father, sister, brother, grandmother, grandfather, grandchildren, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, and domestic partner as defined by the City. Funeral leave shall not be cumulative from year to year.



Article 16    **MILITARY LEAVE**

Employees who are required to attend annual military training exercise with the United States government or any political subdivision thereof shall be granted, in accordance with applicable ordinances, at least one (1) and up to fifteen (15) days of military leave in increments of one (1) to fifteen (15) days or any multiple thereof totalling fifteen (15) days. Employees who have requested but are not required to attend military training exercise may attend if the appointing authority grants military leave.

Article 17 OTHER LEAVES

17.1 ADMINISTRATIVE LEAVE

Administrative leave with pay and benefits may be granted, at the sole prerogative of the Undersheriff or his designee, to an employee and such leaves may be granted for the following:

- (a) to present grievances or appeals not covered by this Agreement;
- (b) to participate in meetings, institutes, examinations, and other activities related to the employee's work;
- (c) to compete for positions in the Career Service, including interviews and examinations;
- (d) collective bargaining as outlined by the Charter;
- (e) hearings, arbitrations, or court appearances provided for through this agreement.

17.2 LEAVES WITHOUT PAY

A leave of absence without pay of up to one (1) year may be granted at the discretion of the Undersheriff to an employee who has completed at least five (5) years of continuous service.

17.3 FAMILY AND MEDICAL LEAVE

Leave under the Family and Medical Leave Act (FMLA) may be taken in accordance with the Family Medical Leave Policy of the Career Service Authority.

Article 18 · EDUCATIONAL REFUND PROGRAM

Employees are eligible to participate in the City's educational refund program, subject to the ordinances and/or rules and regulations governing said program.

Article 19 PAY RATES AND LONGEVITY

19.1.1 The pay rates which are effective January 1, 1998 are as follows:

PAY RATES FOR 1998

Deputy Sheriff

Step A	\$26,604
Step B	27,756
Step C	28,956
Step D	30,204
Step E	31,524
Step F	32,868
Step G	34,296
Step I	37,320
Step J	41,652
(There is no Step H)	

Deputy Sheriff Sergeant

Step A	\$37,212
Step B	39,480
Step C	41,928
Step D	45,624
Step E	47,220
Step F	50,100

Deputy Sheriff Captain

Step A	\$46,440
Step B	49,164
Step C	52,032
Step D	55,056
Step E	58,272
Step F	61,668

19.1.2 The pay rates which are effective January 1, 1999 are as follows:

PAY RATES FOR 1999

Deputy Sheriff

Step A	\$27,204
Step B	28,380
Step C	29,604
Step D	30,888
Step E	32,232
Step F	33,612
Step G	35,064
Step I	38,160

Step J ..... 42,588  
 (There is no Step H)

Deputy Sheriff Sergeant

Step A ..... \$38,052  
 Step B ..... 40,368  
 Step C ..... 42,864  
 Step D ..... 46,644  
 Step E ..... 48,276  
 Step F ..... 51,228

Deputy Sheriff Captain

Step A ..... \$47,484  
 Step B ..... 50,268  
 Step C ..... 53,208  
 Step D ..... 56,292  
 Step E ..... 59,580  
 Step F ..... 63,060

19.2 LONGEVITY

19.2.1 All employees hired on or after January 1, 1996, upon reaching their ninth (9th) anniversary date of employment, shall be paid longevity pay at the rate of \$4.00 per month for each year of service except that no employee shall receive longevity compensation in excess of one hundred dollars (\$100) per month or one thousand two hundred dollars (\$1,200) per year.

19.2.2 Effective January 1, 1997, all employees hired on or before December 31, 1995 upon reaching their fifth (5th) anniversary date of employment, shall be paid longevity pay at the rate of \$7.00 per month for each year of service except that no employee shall receive longevity compensation in excess of one hundred seventy five dollars (\$175.00) per month or Two thousand one hundred dollars (\$2,100.00) per year.

19.3 STEP PLAN

An employee shall serve one (1) year at each step. The employee shall move to the next step in his/her respective rank on the anniversary date or promotional date provided the employee receives an evaluation rating of at least "meets expectations" for that year and provided further that if the anniversary date or promotional date is on a day other than the first day of the payroll period, the employee shall move to the next highest step on the first day of the payroll period after his/her anniversary date or promotional date. The evaluation rating is subject to grievance under the Rules of the Career Service Authority and the determination under such Rules shall be final and binding. The evaluation rating is not subject to the grievance and arbitration procedure under this Agreement.

#### 19.4 PROMOTIONS

When an employee is promoted within the bargaining unit from one rank to another, the employee shall be placed at the closest step in the higher rank that results in at least a nine and one-half (9.5) per cent increase above the base salary received prior to promotion.

#### 19.5 SHIFT DIFFERENTIAL

Employees who are assigned to work a shift as described in subparagraphs (1) and (2) below shall be paid shift differential for regularly scheduled shifts as follows:

- (1) Sixty cents (\$0.60) per hour for shifts which include the entire hour from 8:00 p.m. to 9:00 p.m.
- (2) Seventy-five cents (\$0.75) per hour for shifts which include the entire hour from 4:00 a.m. to 5:00 a.m.

Article 20    **FUNERAL EXPENSES**

In the event an employee is killed in the line of duty or dies from injuries sustained in the line of duty, the City shall pay the cost of reasonable funeral expenses up to a maximum of ten thousand dollars (\$10,000), which amount shall be offset by any other payments for these purposes made by any other agency or organization.

Article 21 GRIEVANCE AND ARBITRATION PROCEDURES

- 21.1 A grievance is a claim that the City has violated an express provision of this Agreement.
- 21.2 Any employee or group of employees may discuss any matter with their Division Chief or the Undersheriff without invoking the formal grievance procedure provided for in this Article. No agreements reached in such informal discussion shall be binding on the FOP or any other employee nor shall they be binding on the City or employee raising the issue except for the specific incident which led to the discussion. The FOP may report an impending grievance to the City in an effort to forestall its occurrence.
- 21.3 Neither the City nor the FOP shall threaten or coerce any employee for filing a grievance under this Agreement
- 21.4 All grievances shall be settled in the following manner:

Step 1. A grievance must be initiated by either an aggrieved employee or by the Association on behalf of more than one employee. The grievant must reduce the grievance to writing and present the written grievance to the Division Chief within fifteen (15) calendar days after the grievant knew or should have known of the facts which gave rise to the grievance. The written grievance must contain (a) a statement of the grievance and the facts upon which it is based; (b) the specific section(s) of the Contract allegedly violated; and (c) the remedy or adjustment sought. The Division Chief shall hold a meeting with the grievant within fifteen (15) calendar days from the receipt of the grievance and a representative of the FOP may be present at that meeting. Within fifteen (15) calendar days from the date of such meeting the Division Chief will issue a written response to the grievant and provide a copy to the FOP. The FOP shall be given notice of the meeting and have a right to attend the meeting.

Step 2. If the grievance is not resolved at Step 1, the grievant shall have fifteen (15) calendar days from the issuance of the Step 1 denial to present the grievance to the Undersheriff or his designee. Within fifteen (15) calendar days of receipt of the grievance at Step 2, the Undersheriff or his designee shall hold a meeting with the grievant and representative(s)/attorney of the FOP. Within fifteen (15) calendar days of such meeting the Undersheriff or his designee shall issue a response in writing to the grievant and FOP



- Step 3.a. If the grievance is not resolved at Step 2, the FOP may demand arbitration. Any demand for arbitration must be in writing and received by the official designated by the City within fifteen (15) calendar days of the FOP's receipt of the Step 2 denial. The Grievance Arbitration Board shall consist of:
1. Appointee of the City;
  2. Appointee of the FOP;
  3. The two appointees shall select a neutral third party to be the Chair of the Grievance Arbitration Board.
- b. If, within twenty one (21) calendar days, the representatives of the City and the FOP fail to select a neutral third panel member, either party or its representatives may refer the matter to the American Arbitration Association for the selection of an impartial arbitrator to act as the third member of the Grievance Arbitration Board, by requesting a panel of seven arbitrators to be sent to the parties. The Chair shall be selected by a method of alternative striking of names from the panel, with the first strike determined by a coin flip. The final name left on the panel shall be the Chair.
- c. The Arbitration Board shall have the authority to hold hearings and make procedural rules. The Chair shall have the power to administer oaths and to require by subpoena the attendance and testimony of witnesses, the production of books, records and other evidence pertinent to the issues presented to the Arbitration Board for determination.
- d. The award of the Arbitration Board, or failing a majority decision, the decision of the Chair shall be final and binding on the City and the Association. Neither the Arbitration Board nor the Chair shall have authority to add to, subtract from, alter or modify any terms of this Agreement.
- e. The costs of any arbitration shall be borne equally by the parties to this Agreement.
- f. Either party may request a certified court reporter to take a stenographic record of the evidence taken at the arbitration hearing. If such a stenographic record is taken, a copy of the transcript shall be provided to the Chair. The party requesting a stenographic record shall pay the cost thereof, except that if the other party shall request a copy of any transcript, the parties shall share equally the entire cost of making the stenographic record.

21.5 If the grievant or FOP fails to comply with any time limit set forth in this Article, the grievance shall be deemed forfeited. If the City fails to meet the time limit set forth in this article, the grievant or FOP may take the grievance to the next step.

21.6 The following matters are not subject to the grievance procedures of this Agreement:

Any matters covered by the Charter of the City and County of Denver, the rules and regulations of the Department not inconsistent with the terms of this Agreement, the Policy Manual of the Department not inconsistent with the terms of this Agreement, the Rules and Regulations of the Career Service Authority of the City and County of Denver adopted pursuant to its authority, City ordinances, statutes and constitutional provisions.

21.7 The time limits for processing grievances as set forth in this Article may be extended by agreement between the Undersheriff or his designee and the FOP. Any such agreements shall be memorialized in writing. If the last day of any time limits set forth in this Article occurs on a Saturday, Sunday or holiday, the limit shall be automatically extended to the next calendar day which is not a Saturday, Sunday or holiday.

Article 22 SAVINGS CLAUSE

In the event any article, section or portion of this Agreement be held invalid and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific article, section or portion thereof specifically held invalid in the court's decision; and upon issuance of such decision, the City and the FOP agree to immediately commence negotiations for a substitute, if possible, for the invalidated article, section or portion thereof.

Article 23 ENTIRE AGREEMENT

The City and the FOP agree that this Agreement is intended to cover all matters affecting subjects of bargaining in that, during the term of this Agreement, neither the City nor the FOP will be required to negotiate on any other matters except where the parties have agreed to do so within this Agreement or when the parties have agreed to negotiate by mutual consent in writing.

Article 24 TERM

This Agreement shall be effective as of January 1, 1998 and shall remain in full force and effect until December 31, 1999.

FRATERNAL ORDER OF POLICE  
DENVER SHERIFF LODGE 27

CITY AND COUNTY OF DENVER

By: [Signature]  
President

By: [Signature]  
Wellington E. Webb  
Mayor

By: [Signature]  
Secretary

ATTEST: **ACTING MAYOR**

By: [Signature]  
Treasurer

[Signature]



ROSEMARY E. RODRIGUEZ  
Clerk and Recorder,  
Ex-Officio Clerk of the  
City and County of Denver

By: [Signature]  
CONDUCTOR

APPROVED AS TO FORM:  
DANIEL E. MUSE, Attorney for the  
City and County of Denver

REGISTERED AND COUNTERSIGNED:

By: [Signature]  
Assistant City Attorney

By: [Signature] Deputy Auditor  
Donald J. Mares  
Auditor