

COOPERATIVE AGREEMENT

BETWEEN

CITY OF LONGMONT

&

**LONGMONT FRATERNAL ORDER
OF POLICE LODGE 6**



JANUARY 1, 2016

Through

DECEMBER 31, 2018

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PREAMBLE

This Cooperative Agreement (Contract) entered into on this ___ day of _____, 2015, between the City of Longmont, hereinafter "City", and the Fraternal Order of Police Longmont Lodge 6 hereinafter "FOP". It is the purpose of this Agreement to establish a productive relationship between the City and its Police Department employees and to set compensation and certain other conditions of employment as specified in Article XV of the Longmont City Charter. It is understood that this Agreement was negotiated in good faith to protect the health, safety, and welfare of the public by assuring at all times the orderly and uninterrupted operations and services of the City government, and shall not be violated or abridged in any way by either party. In this Agreement, the terms "member" or "employee" refers to members of the bargaining unit as defined by Section 15.2 of Article XV of the Longmont City Charter.

ARTICLE 1. RECOGNITION/REPRESENTATION

The City recognizes the Fraternal Order of Police (FOP) as the sole and exclusive bargaining agent for certain Longmont Police Department employees so chosen by the members of the bargaining unit in accordance with the provisions of Section 15.5 of Article XV of the Longmont City Charter.

ARTICLE 2. STRIKES/JOB ACTIONS PROHIBITED

The protection of the public health, safety and welfare demands that Police Department employees of the Longmont Police Department not be allowed to strike or engage in any work stoppage, slowdown or mass absenteeism. Therefore, all such actions are expressly prohibited and subject to the provisions of Section 15.19 (b) and (c) of the City Charter.

ARTICLE 3. LENGTH OF AGREEMENT

- A. The terms of this Agreement shall be in effect from one minute past midnight January 1, 2016 through midnight December 31, 2018. The parties to this Agreement mutually desire that all of its provisions shall be and remain in effect from January 1, 2016 through December 31, 2018. However, the parties agree that the Agreement may be reopened, by the City, for negotiations on salary in 2017 for 2018 in Appendix A and Appendix B on the timetable for negotiations as specified in the Charter, and such negotiations will be subject to the provisions of the Charter including the impasse procedures. No other article may be reopened.

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

ARTICLE 4. DISCRIMINATION PROHIBITED

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

ARTICLE 5. MANAGEMENT RIGHTS

- A. 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 to take all necessary actions to carry out the mission of the Employer and of the State during emergencies. The management of the Department and the direction of the employees are vested solely and exclusively in the City, and shall not in any way be abridged except as specifically limited or defined by the express terms of this Agreement between the parties.
 - 1. The exclusive rights of the City include, but are not limited to, the right to determine Department policy, including the right to manage the affairs of the Departments in all respects; to develop, enforce, modify or terminate any policy, procedure, manual or work method associated with the operations of the Employer; to determine training needs, methods of training and employees to be trained; to establish employee committees, and employee suggestion programs; to determine or consolidate the location of operations, offices, work sites, including permanently or temporarily moving operations in whole or part to other locations; to determine the Employer's functions, programs, organizational structure and use of technology; to determine the levels of service and the introduction of new equipment; to determine the Employer's mission and strategic plans; to hire, lay-off, transfer, promote and assign employees in the City; to classify, evaluate and retain employees; to demote, suspend and discharge or otherwise discipline employees; to determine work schedules, and establish or modify the workweek including mandatory overtime work; to establish, modify and enforce Department rules, regulations and orders; to determine and implement the methods, equipment, facilities and other means and personnel by which City operations are to be conducted, and to take steps it deems necessary to maintain the efficiency and safety of said operations and of the personnel engaged therein; to determine its budget, organization and the merits, necessity and level of any activity or service provided by the City and size of its workforce and the financial basis for any layoffs.
 - 2. Nothing in this Agreement between the City of Longmont and the FOP shall be construed to limit the authority of the Chief of Police, City Manager or the City

Council to exercise powers to discipline as set forth in the Charter. However, in exercising Management Rights, nothing shall be construed or applied which negates, modifies or supersedes the rights of employees, or their Bargaining Agent, where such rights are included in this Agreement between the City of Longmont and the FOP.

3. Work schedules including number of shifts and the number of hours in a work shift, and procedures for promotions and assignments in the department, to the extent they are negotiated into this Agreement, may be temporarily suspended in accordance with the City Charter to address compelling organizational needs or compelling public needs as determined by the Chief of Police.

ARTICLE 6. FOP RIGHTS

- A. Bulletin Boards- The FOP may maintain one (1) secure bulletin board approved by the Chief, in each main hallway of the Department's first and second floors. The bulletin boards will be paid for by the FOP who shall also be responsible for their maintenance and security. The Chief or his designee will approve the location of such bulletin boards.
- B. There shall be no postings regarding any political candidate or candidates, nor postings concerning any issues being considered as part of a federal, state or municipal election. Any posting deemed inflammatory or outrageous in nature, as deemed as such by the Chief, shall be removed upon direction of the Chief.
- C. These boards may be used for the following notices:
 - Recreation and Social Affairs of the FOP.
 - FOP Meetings.
 - FOP Elections.
 - Reports of FOP Committees.
 - Resolution of grievances under the collective bargaining agreement.
 - State and National legislative information concerning law enforcement legislation.
 - Communications from FOP leadership to their members.
- D. Subject to prior approval by the Chief or his designee, but not more than twice a month, notices announcing scheduled FOP meetings or social events of the FOP may be sent to FOP members via the Department's e-mail system. This shall not apply to those communications, mutually agreed to by the FOP Lodge President and Chief of Police, conveying information to the employees that both parties feel is necessary and appropriate.

- E. Subject to prior approval by the Chief or his designee, the FOP may use in-house employee mail boxes to distribute notices to FOP members concerning matters announcing scheduled FOP meetings or social events of the FOP.
- F. With prior approval of the Chief, the FOP's Executive Board or their designee(s) shall be permitted to address each Department recruit class (or newly hired employees) for a period not to exceed one (1) hour concerning FOP membership and benefits.
- G. The City shall make available on Department's computer access files a current copy of this Agreement.
- H. The FOP shall be permitted, upon prior approval of the Chief of Police, to place a ballot box in an area in the Department that is convenient and accessible to all bargaining unit members for the purpose of collecting members' ballots on all FOP issues that are subject to a general membership vote in accordance with the FOP Constitution and By-Laws. The ballot box shall be the property of the FOP and neither the ballot box nor its contents shall be subject to the Department's review.
- I. During the first week of April of each calendar year of this Agreement, the City shall provide to the FOP a complete list of names of all employees, including their job classification and rank, which are classified as members of the bargaining unit. During the first week of each successive quarter for the remainder of this Agreement, the City shall notify the FOP in writing of all employees who have hired into or left the bargaining unit, unless there has been no personnel change in the bargaining unit during that preceding.

ARTICLE 7. LABOR MANAGEMENT COMMITTEE

- A. The City and FOP Lodge 6 agree to establish a Labor Management Committee which shall consist of two members appointed by the President of FOP Lodge 6, and two members appointed by the Chief of Police. This Committee will discuss and review labor issues of mutual concern. There is no obligation on either party to enter into any agreement on such subjects.
- B. During the life of this Agreement, the Labor Management Committee members may enter into "*Memorandums of Understanding*" to resolve issues of mutual concern specific to the Department subject to approval and signature by the Chief and President of FOP.
- C. Unless otherwise agreed upon, the Labor Management Committee shall meet at least once each quarter at a time and place mutually agreed upon by the Chief or his designee and the FOP President.

ARTICLE 8. DUES/FAIR SHARE CHECKOFF

- A. Within thirty (30) days after the effective date of the commencement of this Agreement, or within thirty (30) days after being hired into the bargaining unit and continuing thereafter, any bargaining unit employee who is not a member of the FOP shall tender to the FOP the employee's individual fair share of the costs associated with the negotiation and administration of this Agreement, including the processing of grievances.
- B. Fair Share is assessed one year in arrears, meaning that the costs are assessed in the year immediately after the year they are paid by the FOP. This shall include all costs germane to collective bargaining, and/or to the collective bargaining process. The individual fair share amount is the total of such costs divided by the total number of bargaining unit members, but the individual fair share amount shall not exceed the dues of an FOP member.
- C. The payment of the individual fair share amount shall be made by either a continued deduction authorization or by lump sum. If fair share payment is made in lump sum then that payment is due in full no later than March 1st of the assessment year. The FOP is responsible for any collection action for unpaid fair share and may seek costs and attorneys' fees to the extent permitted by law in connection with any such action.
- D. On February 1st of each year, the FOP shall notify all fair share employees of the amount of fair share due for the preceding contract year. A copy of the notice will also be provided to the City along with a fair share fee schedule. The notice shall also contain a procedure for fair share members to challenge the assessed fair share fee. Such challenges must be filed by March 1st of the year in which the fair share fee is assessed. The FOP will comply with all federal and state legal requirements related to challenge(s) to the assessed fair share fee.
- E. The City shall accept a signed dues and continued deduction authorization, by any member of the FOP covered by this Agreement, in the amount of the monthly dues uniformly required by the FOP as certified by the Treasurer of the FOP as being the proper amount. Such authorization shall remain in full force and effect unless a member of the bargaining unit revokes any such authorization by written notice to the City Finance Director who will send a copy to the FOP.
- F. Deduction of FOP dues or the fair share amount shall be made on each paycheck following the pay period in which the authorization was received. Deductions provided herein shall be remitted to the Treasurer of the FOP no later than twenty (20) working days following the payment date in which deductions were made and shall include all deductions remitted, an alphabetized listing of all employees for whom a deduction is made, showing the exact amount of each respective deduction.
- G. Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body or sect which has historically held conscientious

objections to joining or financially supporting labor organizations shall not be required to financially support the FOP; except that such employee shall be required to pay, in lieu of fair share payment, sums equal to such fair share payment to a non-religious non-labor organization so designated by the FOP. The employee shall submit such claim no later than the first pay period of the current contract year, and provide sufficient supportive information to validate their claim.

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

ARTICLE 9. SENIORITY

- A. Seniority as defined and determined in this Article will be used for all Articles of this Agreement where seniority is the basis for determining employee choice.
- B. Employees who terminate and are subsequently rehired shall have no seniority except that accrued from the most recent date of employment.
- C. Unpaid FMLA or Military (USERRA) leave shall not be considered an interruption for purposes of accrual of seniority, and a member on unpaid FMLA or Military (USERRA) leave will continue to accrue seniority the same as an employee on paid leave.
- D. Basis for Calculating Seniority:
 - 1. Department Seniority: Every employee shall have a seniority rank commensurate with the total amount of continuous, uninterrupted service as an employee of the Department. In the instance of identical hiring dates, seniority among individuals so situated shall be determined according to their ranking at time of hire.
 - 2. Job Seniority: Employees who are promoted to Sergeant, or First Level Civilian Supervisor within the bargaining unit, shall have Job Seniority within that specific position. Job Seniority begins anew every time an employee is promoted. Seniority for Sergeants and First Level Civilian Supervisors shall begin as of the date of their promotion. In the instance of simultaneous promotions, seniority among individuals so promoted shall be determined according to their final ranking in the promotional process.
 - 3. Team Seniority: Employees shall have Team Seniority when assigned to a specialized work unit. For the purpose of this Article "specialized unit" shall

include Detectives, Gang & Crime Suppression, SEU, SRO, Traffic, and Training. Team Seniority begins anew every time an employee is assigned to a new specialized work unit. In the instance of simultaneous assignments to a "specialized unit", seniority among individuals so selected shall be determined according to their final ranking in the selection process to the "specialized unit".

ARTICLE 10. WORK SCHEDULE

A. Work Schedule

1. The normal work schedule for all employees, including roll call and meal periods, shall consist of five (5) eight (8) hour work days or four (4) ten (10) hour work days. Any change in an employee's bid or assigned schedule (starting time, quitting time, scheduled days off) will be made in accordance with the provisions of this Agreement.
 - (a) An employee's schedule shall be defined as either a standard work schedule or a shift work schedule:
 - i. A "standard work schedule" is defined as normally beginning on Monday and ending on Friday within a seven (7) day period which normally starts and ends between the hours of 6:00AM and 6:00 PM daily.
 - ii. A "shift work schedule" is defined as normally beginning and ending on any day of the week and any hour of the day in any seven (7) day period.
 - (b) Employees working a "shift work schedule" shall be allowed to bid their work schedule and regular days off annually. For employees bidding in accordance with the provisions of Article 11 "Annual Patrol Bid" the bid shall be according to seniority as determined in Article 9. For those employees not covered by Article 11, their bid shall normally be determined by seniority unless the needs of the department dictate another selection process is necessary.
 - (c) Work schedules including number of shifts and the number of hours in a work shift, to the extent they are negotiated into this Agreement, may be temporarily suspended in accordance with the City Charter to address compelling organizational needs or compelling public needs as determined by the Chief of Police.

B. Meal Breaks For Shift Work Schedule Employees

1. Employees who are required to be available for duty during meal breaks shall have their meal break paid for as a part of the normally worked schedule.
2. Every reasonable effort shall be made to insure these employees be granted a paid meal period of thirty (30) minutes for each eight (8) hour work shift; or for employees working a ten (10) hour work shift, a paid forty-five (45) minute meal period.
3. An employee may conduct personal business during their meal break. The employee shall notify the Department of their location and shall be available for recall during their meal break. The employee's supervisor or designee will determine when the meal break is taken.

C. Rest Periods

All employees are required to be available for duty during approved rest periods and shall be paid for their rest period as part of their normal work schedule. An employee's paid rest period shall not exceed fifteen (15) minutes during approximately the first one-half of the employee's work day and an additional fifteen (15) minutes rest period approximately in the second one-half of their work day. The employee's supervisor or designee shall determine when the employee takes his rest periods during the work day.

ARTICLE 11. ANNUAL PATROL BID

- A. Officers and sergeants assigned to Patrol shall bid once each year for their watch (shift), days off, and primary vacation. Sergeants will bid separate from officers as determined by the Department. Patrol bidding is for assignment to all watches planned for the year being bid on. Patrol officers shall also bid for work assignments during this bidding process. The bidding date will normally happen on or after September 1 each year immediately preceding the year being bid for.
- B. The Department shall determine shift duration, watch configurations, prior to initiating the bidding process. A schedule indicating the location, date, time for each officer to bid, and the schedule for each patrol watch (shift) is distributed along with bidding ground rules. This schedule of bid, and the bid procedure, shall be distributed to all affected employees as soon as practicable prior to the date of the bid.
- C. Patrol officer and sergeant bidding are done in order of seniority (as defined in Article 9 of this Agreement) with the most senior bidding first. Bid selection of watch (shift), schedule, work assignment, and vacation may be made in person, by telephone, or in writing. An appropriate time period will be provided for each officer to record his/her

selection. The failure of an officer to bid during their allotted bid time may result in forfeiture of bidding privilege.

- D. Certain collateral assignments held by patrol officers, such as SWAT, Range Officer, etc., may limit an officer's bid selection due to the fact that available shift slots for staffing distribution of those officers may be limited to fit Department needs.
- E. Recruit officers in the academy or Field Training Program at the time of the bid, and officers on disability, extended injury leave or extended alternative duty may be required to relinquish their bidding privilege in order for the division to meet required service delivery levels.
- F. After the bid is completed, shift assignment is not to be considered guaranteed. The Department will make every reasonable effort to grant the schedule bid by an employee. However, promotions, transfers, collateral assignments, extended alternative duty, injuries, personnel issues, etc., could require temporary or permanent changes in established bid requests in order to meet required service delivery levels or for the good of the division.
- G. The Department shall establish a bidding process based on seniority for civilian non-sworn members assigned to Patrol.

ARTICLE 12. SHIFT TRADES

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

ARTICLE 13. HOLIDAYS

- A. Paid Holidays The following are recognized City holidays for all employees:
 - 1. New Year's Day (January 1st);
 - 2. Martin Luther King Jr.'s Birthday (3rd Monday in January);
 - 3. President's Day (3rd Monday in February);
 - 4. Memorial Day (last Monday in May);
 - 5. Independence Day (July 4th);
 - 6. Labor Day (1st Monday in September);

7. Veterans Day (November 11th);
 8. Thanksgiving Day (4th Thursday in November);
 9. Christmas Day (December 25);
 10. In addition to the above-named holidays, each employee not covered by Section C of this Article shall be entitled to one additional holiday to be taken during the calendar year. This holiday shall not be accrued.
- B. Shift Employee Exception: All police officers and bargaining unit employees, working a shift schedule position which requires continuous operation to provide adequate service to the public, are designated as "shift employees" and shall be compensated for "official City holidays" through a combined holiday-vacation leave schedule as provided for in Article 14 of this Agreement.
- C. Non-Shift Employees: Bargaining unit employees, designated by classification or work assignment, identified as "non-shift employees" in the Department, shall be compensated for "official City holidays" with holiday pay or leave in accordance with applicable City of Longmont Policy, Procedure, Regulation, Ordinance, or Rule governing paid holidays or holiday leave for such employees.
- D. Holidays During Vacation or Sick Leave: Holidays which occur during a "non-shift employee's" absence due to vacation or sickness shall not be counted as vacation or sick leave, but as holiday leave.

ARTICLE 14. VACATION LEAVE

- A. Vacation leave accrual is provided to employees based on their job classification and years of service. All police officers, and bargaining unit employees working a shift schedule requiring continuous operation to provide adequate service to the public, are designated as "shift employees" and shall be compensated for "official City holidays" by an adjusted vacation accrual leave schedule designed to compensate those employees for required holiday work. All other bargaining unit employees will accrue leave at the rate assigned all City employees classified as non-shift personnel in accordance with City Policy.

B. Shift Employee Vacation Accrual Rates shall be:

Police Officers and Bargaining Unit Shift Employees			
Beginning the	An employee shall accumulate per pay period	Equal to hours per year	Maximum Allowed Carryover Vacation Hours
1st year	6.77 hours	176 hours	216 hours
6th year	7.69 hours	200 hours	240 hours
11th year	8.62 hours	224 hours	264 hours
16th year	9.54 hours	248 hours	288 hours

1. Annual vacation leave accumulation in excess of the above limitations shall be subject to forfeit except where the employee has been denied the opportunity to take vacation time, or where special circumstances exist, and approval to exceed the limits has been authorized by the City Manager.

C. Non-Shift Employee Vacation Accrual Rates:

Non-Shift Bargaining Unit Employees			
Beginning the	An employee shall accumulate per pay period	Equal to hours per year	Maximum Allowed Carryover Vacation Hours
1st year	3.69 hours	96 hours	136 hours
6th year	4.62 hours	120 hours	160 hours
11th year	5.54 hours	144 hours	184 hours
16 th year	6.46 hours	168 hours	208 hours

1. Annual vacation leave accumulation in excess of the above limitations shall be subject to forfeit except where the employee has been denied the opportunity to take vacation time, or where special circumstances exist, and approval to exceed the limits has been authorized by the City Manager.

D. Primary Annual Vacation:

Primary annual vacation is limited to eighty (80) work hours of leave (2 weeks) per annum. Employees shall have the choice of taking their annual vacation in two (2) forty (40) consecutive hours (1 week) segments, or one (1) eighty (80) consecutive hours two (2) weeks block. Employees shall bid their primary vacation annually according to the Departmental bid procedure used for their division, section, or unit. That bid procedure will normally be based on "Seniority" as defined in Article 9 of this Agreement and shall be used to determine the order of

vacation selection during the primary vacation bidding unless the needs of the department dictate another selection process is necessary. Unless cancelled by the Chief of Police due to an emergency as declared by the Chief, employees are guaranteed their Primary Vacation in their assignment as bid.

E. Secondary Annual Vacation:

Secondary annual vacation is limited to a block of forty (40) consecutive work hours of leave (one (1) week) per annum. Employees shall be allowed to bid a secondary vacation annually in accordance with the Departmental bid procedure used for their division, section, or unit. That bid procedure will be based on "Seniority" as defined in Article 9 of this Agreement. The secondary vacation leave bid will be offered to employees beginning February 1st through February 15th. Seniority shall be used to determine the order of Secondary Vacation bid. Secondary annual vacation is not guaranteed and approval is based on staffing and needs of the Department. Nevertheless, the Department will make every reasonable effort to grant such leave.

F. Other Use of Vacation Leave

1. Other than Primary Vacation, all other use of vacation leave requires advanced approval by a supervisor. Vacation leave may be taken in any increments, but the employee may only take or request vacation leave if it has been accumulated or if sufficient leave will be accumulated by time of usage.
2. Requests for leave other than primary or secondary vacation shall be submitted to the employee's supervisor not more than ninety (90) days prior to the date of requested leave. Requests outside of this ninety (90) day period normally will not be accepted unless there is a compelling need for a waiver of this restriction. The employee's supervisor will work with the employee to give full consideration to this exception; however, the supervisor has the sole discretion whether or not to approve a request submitted outside the ninety day time restriction.
3. If projected staffing levels and departmental needs for the time period of requested leave are sufficient for approval, the employee's supervisor shall make every reasonable effort to notify the employee as soon as possible as to whether or not the leave is approved.

ARTICLE 15. SICK LEAVE

- A. Employees shall accumulate eight hours of sick leave per month. Employees may continuously accumulate sick leave.
- B. Paid sick leave absence shall be authorized only if the employee has accumulated or will accumulate the requisite hours to cover the absence for the time of the absence. Paid sick

leave absence from the worksite shall be authorized for the following purposes only: any sickness, injury, medical treatment, hospitalization or medical and dental appointments not compensated for under injury leave. Sick leave absence shall also be authorized for family illness. "Family" in this case shall be defined as any parent, spouse, domestic partner, or child of the employee. In addition, sick leave may be authorized for any male employee in the event of the birth of his child.

- C. An employee needing to take sick leave must notify a Department supervisor or appropriate designated personnel of the illness prior to the time the employee is expected to report to work or as soon thereafter as possible.
- D. The Chief of Police or his designee may, at the time of the illness or upon the employee's return to work, request a doctor's statement confirming the employee's illness, or the employee's immediate family member's illness, or require the employee to undergo a physical examination conducted by a city-designated physician, paid for by the City, specifying the medical reason for the employee's absence.
- E. Sick Leave Conversion: Annually the City will identify all employees who have accumulated in excess of four hundred eighty (480) hours of sick leave. For these employees, the amount of sick leave in excess of four hundred eighty (480) hours is considered excess sick leave.
 - 1. Unused excess sick leave earned during the prior calendar year, not converted and contributed to the employee's individual retirement health savings account as set forth in Article 34 - Retiree Health Savings of this Agreement, is eligible for conversion either to vacation days, or to a cash payment, or a combination of both at the employee's option.
 - 2. Conversion for all purposes under this section shall be at the rate of one hour for every two hours accumulated, i.e., each day of sick leave eligible for conversion to vacation days, or to a cash payment, or a combination of both at the employee's option.
- F. Upon termination of employment the City will convert the employee's accrued sick leave but not used before termination, in accordance with the provisions of Article 34 of this Agreement.
- G. Leave Sharing Program: Employees with a minimum of one year of continuous employment with the City as a regular employee are eligible to participate in the City's "Leave Share Program". Eligibility ends if the employee's employment ends for any reason, or the employee exhausts the annual or lifetime maximum amount of donated leave as outlined in City policy. Employees who have exhausted the maximum amount of annual or lifetime leave, or are not eligible for FMLA, are not eligible for the Leave Share Program.

ARTICLE 16. FAMILY MEDICAL LEAVE

- A. Leave under the Family Medical Leave Act (FMLA) shall be in accordance with all applicable State & Federal law. Administration and use of Family Medical Leave for employees shall be governed by applicable City Policy, Rule, and/ or Regulation.

ARTICLE 17. BEREAVEMENT LEAVE

- A. Employees shall be entitled to a paid leave of absence in the event of the death of a member of their immediate family. Such leave shall be granted by the Chief of Police or his designee for a period covering up to seven (7) calendar days.
- B. The employee shall notify his immediate supervisor prior to taking bereavement leave. Bereavement leave pursuant to this Article may be taken in conjunction with the employee's regularly scheduled days off and/ or other approved leave time.
- C. "Immediate family," in this case, shall be defined as husband or wife, domestic partner, child, brother or sister, grandchild, parent, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandfather, grandmother, stepparent, stepbrother, stepsister and stepchild.

ARTICLE 18. MILITARY SERVICE LEAVE

- A. Employees who are absent from work for military service in one of the uniformed services and who are otherwise eligible under the Uniformed Services Employment and Reemployment Rights Act ("USERRA") shall be granted leaves of absence for such military service.
- B. Eligible employees shall be granted all provisions, rights and benefits provided by the Uniformed Services Employment and Reemployment Rights Act ("USERRA") and any City policy, procedure, rule, ordinance or regulation covering Military Service absences.

ARTICLE 19. LEAVE OF ABSENCE (UNPAID LEAVE)

- A. Employees who have completed probation as covered in Article 41 of this Agreement may request an extended leave of absence without pay (unpaid leave) for a maximum period of up to one year. A request for unpaid leave of absence must be in writing and directed to the Chief of Police and the City Manager. The request shall state the reason for the requested leave and date of return if granted. The request may be granted or denied at the sole discretion of the City.
- B. Outside employment while on a leave of absence without pay automatically constitutes termination of employment with the City.

- C. Employees returning from leave of absence prior to their agreed upon date shall be returned to their former positions as soon as practicable.
- D. The City cannot promise to hold an employee's position open during such a leave. An employee wishing to return to work after an extended leave of absence will be placed in the first vacancy, if any, in the employee's classification of position which becomes available within 90 days after the intended date of return, provided that the employee is able to perform all essential functions of the position and is determined fit for duty with or without reasonable accommodation.
- E. The failure of an employee on a leave of absence without pay to report back to work at the designated end of his leave, or failure to secure the approval of the Chief of Police or the Human Resources Director to extend the leave, will be considered a voluntary resignation by the employee.
- F. An employee on leave of absence without pay shall not accumulate seniority during his absence, and upon his return to duty an employee's seniority shall be adjusted according to the length of his absence.

ARTICLE 20. ADMINISTRATIVE LEAVE

A. Administrative Leave is Required at The City's Discretion.

Employees may be required by the City to go on paid administrative leave at any time, with or without cause or notice, at the sole discretion of the City. Such notice shall be in writing to the affected employee, and shall specify the reason for such action.

B. Circumstances under which such a leave may occur include, but are not limited to, the following:

1. To make inquiries into or investigate a work-related matter;
2. To remove the employee from the workplace pending a pre-deprivation hearing or decision;
3. To protect the employee;
4. To protect the public;
5. To protect other employees or property in the workplace;
6. To further any other work-related or business-related purpose.

C. Effect on Wages and Benefits.

During administrative leave, employees will continue to receive their "regular rate of pay" and benefits as if they were present at work. Administrative leave time shall supersede any other leave time such as holidays or requested vacation time. With prior approval of the Chief, an employee on administrative leave shall be allowed to use holiday time, sick leave, or vacation leave.

D. Employee Required To Remain Available.

1. Employees on administrative leave must remain available so that they can be contacted by telephone or in person during their regular working hours, and so that they can return to work as directed by the supervisor placing the employee on administrative leave. This means that an employee on administrative leave may not consider the leave time as vacation or personal time.
2. The employee must provide their designated supervisor with telephone numbers where he or she can be reached during regular working hours, and must promptly return calls from the supervisor or the Human Resources Division. In addition, the employee must obtain the prior permission of the supervisor who placed the employee on administrative leave in order to be away from his or her residence for longer than a single workday.

ARTICLE 21. INJURY LEAVE AND ALTERNATIVE LIGHT DUTY

- A. An employee who is injured on the job is entitled to receive injury leave in accordance with the Personnel Rules and Administrative Regulations of the City of Longmont up to a maximum of one thousand and forty (1,040) hours or, at such time as the employee is declared capable of performing normal duties by a physician appointed by the City or when the employee reaches maximum medical improvement (MMI), or when an employee is determined to be capable of performing limited work assignments under paragraph B, below, whichever occurs first.
- B. Prior to release to normal duties, if it is determined by a physician that the employee is capable of performing limited work assignments, the employee may return to work for a period of up to 1,280 hours under the conditions set forth by the physician in accordance with the Personnel Rules and Administrative Regulations of the City of Longmont. The employee has the option of utilizing accumulated sick or vacation leave.
- C. Except for authorized outside employment, no employee on injury leave shall engage in other employment or gainful occupation while on injury leave.

ARTICLE 22. PAY RATES AND LONGEVITY

- A. The monthly base step pay salary schedule for all Police Officers and Sergeants in the bargaining unit shall be in accordance with the monthly pay schedule attached in Appendix A and reflects the following salary percentage increases for all Police Officers and Sergeants each year of this Agreement:
1. The 2016 monthly base step pay schedule for all Police Officers and Sergeants in the bargaining unit is shown in Appendix A and reflects a three percent (3.0%) across the board increase over their 2015 pay schedule.
 2. The 2017 monthly base step pay schedule for all Police Officers and Sergeants in the bargaining unit is shown in Appendix A and reflects a three percent (3.0%) across the board increase over their 2016 pay schedule.
 3. The 2018 monthly base step pay schedule for all Police Officers and Sergeants in the bargaining unit is shown in Appendix A and reflects a three percent (3.0%) across the board increase over their 2017 pay schedule.
- B. The monthly 2016, 2017 and 2018 open range base pay salary schedule for all "open range" employees in the bargaining unit shall be in accordance with the schedule attached in Appendix B of this Agreement, unless modified by the City. The open range pay schedule for Longmont Emergency Communications Center Personnel is contained in paragraph A; the open range pay schedule for Community Service Officers is contained in paragraph B; and the open range pay schedule for Police Service Technicians is contained in paragraph C.
- C. All "open range" employees in the bargaining unit shall receive the following salary increases in 2016, 2017 and 2018:
1. On January 1, 2016 all Longmont Emergency Communications Center Personnel, Community Services Officers, and Police Services Technicians shall receive a three percent (3.0%) salary increase across the board over their respective 2015 monthly base pay.
 2. On January 1, 2017 all Longmont Emergency Communications Center Personnel, Community Services Officers, and Police Services Technicians shall receive a three percent (3.0%) salary increase across the board over their respective 2016 monthly base pay.
 3. On January 1, 2018 all Longmont Emergency Communications Center Personnel, Community Services Officers, and Police Services Technicians shall receive a three percent (3.0%) salary increase across the board over their respective 2017 monthly base pay.

4. In addition, following implementation of the above annual salary adjustments, the City may, during the term of the Agreement, move those employees who are below one hundred percent (100%) of market to market and may increase the open range schedule.
- D. Employees whose annual base pay is determined on a step pay basis shall advance from their current pay step to the next pay step provided:
1. If, at the end of their probationary period, an employee is recommended to be retained, the employee shall receive a step pay increase to the next highest pay step within the step pay range; unless the employee was hired at a rate higher than the minimum rate for that employee, in which case the employee shall receive step pay increases in accordance with the provisions of this Agreement.
 2. If at the time of the employee's annual performance review the Chief of Police or his designee determines that the employee is performing at a satisfactory level, the employee shall receive a step pay increase to the next highest pay step until the maximum step for the step pay salary range is reached.
 3. Once the maximum salary pay step is achieved, each employee shall continue to be reviewed for performance on at least an annual basis. If the employee's annual performance review indicates less than satisfactory performance, a step pay increase may be withheld until the employee has, in the judgment of the Chief of Police or his designee, demonstrated satisfactory performance.
 4. In addition to the above, the Chief of Police or his designee may, on the basis of exceptional performance by an employee, recommend more than one step pay increase at the time of the employee's annual performance review. The City Manager shall have final review of all such requests.
- E. Employees who are promoted or have advanced to a higher pay step shall receive that increase in pay effective on the first pay period immediately following the effective date of promotion or step advancement.
- F. When an employee is promoted to a supervisory position in the same classification or transfers to a higher classification in the bargaining unit, the employee shall suffer no reduction in pay, and shall move to a pay step equal to or greater than their pre-promotion/transfer pay level.
- G. "Hourly Base Pay" means monthly base pay for an employee as specified in Appendix A and B times twelve (12), divided by Two-Thousand Eighty (2,080) hours.

ARTICLE 23. OVERTIME PAY & COMPENSATORY TIME

- A. Non-exempt employees shall be compensated for all time worked. Such employees shall be compensated for overtime worked in accordance with applicable State and Federal laws or regulations and provisions of this Article. Employees classified by law as non-exempt are eligible to earn overtime pay. Such employees shall be compensated for overtime in (1/4) quarter-hour increments.
- B. The designated work period for all sworn police officers (or other identified non-sworn City employees in the Department) is eighty (80) hours in fourteen (14) consecutive days. The designated work period for all other employees of the Department is forty (40) hours in seven (7) consecutive days. Time worked in excess of the defined work period is considered overtime.
- C. If a paid holiday or period of paid leave occurs during the designated work period, such time shall be counted as hours worked in determining eligibility for overtime.
- D. To the extent that circumstances permit, whenever an employee contemplates working overtime hours within his work shift and/or work period, the employee is responsible for notifying his supervisor as soon as possible of the need. The employee's supervisor has the authority to direct that the extra hours be worked or may direct that the assignment be handled in some other way. In the event prior approval of overtime is not practical, the employee shall notify the supervisor as soon as possible thereafter.
- E. Unless otherwise provided in this Agreement, any non-exempt employee who works time in excess of the designated work period shall be compensated for overtime in accordance with the provisions of Section F of this Article and any applicable State and Federal laws or regulations. Overtime pay shall be paid at a rate of time and one-half computed on the employee's "regular rate of hourly pay". There shall be no pyramiding of overtime.
- F. Call-back Overtime: Call-back is additional time worked that requires the employee to return to a work site after the end of, or prior to the beginning of, their scheduled shift; or to return to a work site on a regular scheduled day off.
 - 1. Scheduled Callback Overtime is defined as callback to work at a specific date and time with at least twenty-four (24) hours advanced notice. Scheduled callback in excess of the designated work period will be compensated with overtime or compensatory time if not adjusted out during the same work period in which it is earned.
 - 2. Emergency Callback Overtime is defined as callback to work with less than 24 hours of advance notice. Emergency callback will be compensated with overtime. If the emergency call-back is cancelled while the employee is en-route, the employee will be compensated at the overtime rate for the actual time the

employee spent in travel time with a maximum not to exceed sixty (60) minutes, rounded to the highest fifteen (15) minute increment. Should the employee arrive at their designated work location, the employee shall be paid a minimum of two (2) hours at the overtime rate with travel time counting toward the two (2) hour minimum.

3. Emergency callback shall be paid at the overtime rate unless the employee requests compensatory time. At the employee's request the Department may also allow a schedule adjustment, in lieu of overtime, if the Department determines that sufficient manpower allows for such an adjustment. Any schedule adjustment shall be at one and one-half (1.5) times the actual hours of emergency callback time worked.
4. If overtime is posted and an employee volunteers for that overtime, then the employee who volunteered for that overtime shall not have their schedule adjusted to avoid the payment of that overtime.

G. Compensatory Time:

1. Overtime compensation may be in the form of overtime pay or compensatory time off in accordance with applicable State and Federal laws or regulations. Compensatory time is accrued at the rate of one and one-half (1 ½) times actual hours worked.
2. An employee shall not accrue more than sixty (60) hours of compensatory time. Any compensatory time earned over the maximum of sixty (60) hours accrued shall be converted to overtime pay in the form of wages.
3. In lieu of overtime pay, non-exempt employees may request to receive compensatory time provided that time does not exceed the cap in Subsection G(2) above. Supervisors have the sole discretion to grant or deny such requests to use compensatory time based upon personnel needs, budgetary constraints, city regulation, and for other business reasons.
4. Employees must have prior supervisory approval before utilizing accrued compensatory time off. An employee, who has accrued compensatory time, may request the use of such time by submitting the appropriate leave request. With approval, the employee shall be permitted to use such time if the use does not adversely affect staffing levels or unduly disrupt operations. Approval shall be based on consideration of such factors as normal staffing, anticipated peak workloads, emergency requirements, the availability of other required or substitute personnel, or anticipated situations that could create overtime needs. Denials of compensatory time requests must be based on the fact that the time off

would impose an unreasonable burden on the Department's ability to provide services of an acceptable quality.

5. Compensatory time off does not count as hours worked for the purpose of calculating overtime.
6. Compensatory time shall be converted to a cash payment at the time of termination of employment with the City.

H. Court Time and Administrative Hearing Compensation

1. "Court Time" shall mean any time spent attending a hearing involving a criminal or traffic case to which the employee has been subpoenaed or summoned. Court time shall also mean required meetings with the DA's office outside of the employee's regular scheduled shift.
2. This Article does not apply to appearances at hearings involving internal discipline, private or personal matters not related to employment with the City of Longmont, or jury duty.
3. Off-duty court time shall be compensated at the overtime rate at one and one half (1 ½) times the employee's "regular hourly rate of pay", unless the employee requests compensatory time or a schedule adjustment in lieu thereof.
4. If an employee, outside of his regular scheduled shift, reports to a court or administrative hearing for which he was summoned, and is called off enroute or upon arrival at that location, then the employee shall be paid a minimum of two (2) hours of overtime.

ARTICLE 24. ON CALL

- A. The decision to designate divisions or units of the Department that will provide an "on-call" status rests solely with the Chief. Detectives and certain positions in specialized assignments, including but not limited to Gang & Crime Suppression Unit, Special Enforcement Unit, and the Traffic Unit provide essential functions and services, but are not scheduled to provide 24 hour - 7 days a week coverage. Therefore, it is recognized that on occasion detectives and officers filling positions in specialized assignments may be required to be on-call.
- B. For purposes of this Article, on-call status means that employees so designated are required to return to the workplace or to a designated work site to perform their specialized job duties within forty-five (45) minutes of receiving a call to report to duty.

On-call employees are required to be able to report for duty within forty-five (45) minutes in a non-impaired condition and fully able to perform their job duties.

- C. A rotation schedule for eligible employees who work in a designated specialized assignment to "on-call" status shall be administered by the Commander of their Division or his designee. Every reasonable attempt will be made to allow equitable opportunity for "on call" to all eligible employees based on Departmental need and employee job assignment.
- D. On-call employees shall receive one (1) hour of pay at their overtime rate for each twenty-four (24) hour period that they are required to be on-call.
- E. On-call employees, who respond to the workplace or to a designated work location, shall be compensated at their overtime rate for all hours worked or a minimum of two (2) hours overtime whichever is greater.
- F. Employees' assigned "on-call" status shall be available at all hours for phone contact from on-duty personnel concerning situations that need their expertise or advice. If the employee is not needed on the scene and can adequately satisfy the needs of on-scene personnel via telephone conversations, then the employee shall be considered on official duty during the duration of those phone calls and/or subsequent follow-up phone calls. Under such circumstances, the employee shall be compensated with overtime pay in one-quarter (1/4) hour increments.

ARTICLE 25. SPECIALITY PAY/COLLATERAL DUTY PAY

- A. Canine (K-9) Officers: K-9 officers with assigned K-9s shall be paid seven (7) hours of overtime pay per pay period for maintenance activities associated with the K-9.
- B. Training Officers (FTO & CTO): Field Training Officers (FTOs) and Civilian Training Officers (CTOs), shall be paid an additional 1 hour pay at their overtime rate for each day they are assigned a trainee.
- C. Bilingual Pay:
 - 1. Employees, who are conversationally fluent in Spanish, or who are proficient in using American Sign Language, shall be compensated for that skill and shall be referred to herein as bilingual employees.
 - 2. The designation of bilingual employees shall be in accordance with all published City of Longmont Administrative Regulations, Personnel Rules, and/ or Department Policies or Procedures.

3. Bilingual employees shall be classified into one of three tiers of skill levels and each skill level shall be compensated as follows:

- a. Tier I - \$25.00 per month
- b. Tier II - \$75.00 per month
- c. Tier III - \$100.00 per month

D. Employees who qualify for more than one specialty pay will receive the highest specialty pay available to the employee. An employee with eligibility for an additional specialty pay shall receive fifty percent (50%) of the next highest specialty pay category for which he/she is qualified. Employees will not receive compensation for more than two (2) specialty/collateral duty assignments, even if they are qualified to receive more than two (2) compensations.

ARTICLE 26. PROMOTION PROCEDURES

- A. This Article supplements other applicable City of Longmont Administrative and Personnel Rules & Regulations or Department Policies and/or Procedures, which may apply to procedures of the promotional process, but not the decision to promote. Failure of personnel to follow promotional procedures or other applicable City of Longmont or Departmental administrative and personnel regulations may be grounds for denial of the promotional opportunity.
- B. This Article outlines various procedures (but not all) to be used in the promotion of qualified employees to supervisory positions as vacancies are announced, but not the decision to promote. This Article shall not be applicable to temporary acting assignments.
- C. City management reserves the right to establish and determine the qualities, work history, experience, and skills sought for promotion of employees, as well as the need and timing of the promotional process. The decision to promote rests solely and exclusively with the City, and is at the discretion of the City.
- D. Promotional Announcements: When a vacancy in a promotional position occurs which the Department seeks to fill, a "promotional announcement", approved by the Human Resources Division will be disseminated unless an active eligibility list exists. The announcement at a minimum shall include:
 - 1. The title and number of vacant position(s).
 - 2. The position's current salary schedule.
 - 3. A summary of the position's duties and responsibilities.

4. Ranks eligible to test for the vacancy.
 5. Minimum qualifications to apply.
 6. Application procedure description.
 7. The deadline for filing applications.
 8. Recommended reading (study) list (if applicable).
- E. The deadline for filing applications shall be no less than 30 days after the date of the promotional announcement.
- F. Examination Announcement: The details of the selection process including tests or exercises and their dates, may be determined based on the number of candidates and type of position. The examination announcement will be disseminated at least 30 days prior to the start of the examination process. Depending on circumstances at the time, the promotional announcement and examination announcement may be issued concurrently.
- G. Eligibility Requirements for Promotional Positions: Prior to the deadline for filing applications to the position applied for, applicants for promotion must meet the minimum service, experience, or educational requirements, identified in applicable administrative and personnel regulations which apply to the promotional process.
- H. Changes in eligibility requirements may be made only to meet specialized needs and only on the authority of the Chief of Police or his designee. In such cases the change and the need will be described in the promotional announcement.
- I. Application Procedure: Personnel seeking promotion shall submit a complete and signed application form and resume (if required in the Promotional Announcement) to the Human Resources Division by the deadline for filing applications listed in the promotional announcement.
1. Application forms will be available from the Department's Training Unit or the Human Resources Division.
 2. Information provided on the application form must document that application requirements and minimum qualifications are met by the applicant.
- J. Examination Process: Applicants for promotion must successfully complete an examination process in order to be placed on a promotional eligibility list unless the number of applicants is three (3) or less and the Chief of Police deems that an examination is unnecessary to fill vacant positions. The examination process will be designed to measure the degree to which applicants possess skills needed at the higher

rank. The weighting of each exercise in the promotional process shall be at the discretion of the Chief of Police and shall be indicated in the promotional announcement.

- K. The examination may consist of one or more of the following elements:
1. Written test.
 2. Assessment center.
 3. Oral board.
 4. Written resume.
 5. Promotability assessment. A written report and/ or oral presentation demonstrating evidence that the applicant's past performance was in accordance with departmental values and philosophy and indicative of success for the tested position.
 6. Peer evaluations.
 7. Supervisory evaluations.
 8. Other employee (peer) evaluations.
 9. Community evaluations.
 10. Written problem solving exercises.
 11. Pre-promotional practical on the job ratings.
 12. Additional processes as designated by the Chief of Police.
- L. Promotional Eligibility List: The final scores will be ranked in descending order (with the highest score first, lowest score last) on a list which will be called the promotional eligibility list. The list, with final scores attached, will consist of those applicants who receive a final rating of "*Highly Ready for Promotion*" or "*Ready for Promotion*".
- M. Promotional eligibility lists shall be considered certified when the Human Resources Division is satisfied that any challenges or complaints precipitated by the promotional process have been resolved. Normally the effective date will be the date of promotion for the first person promoted. Any variation in the method by which the eligibility is established will be stated in the promotional announcement. Promotional eligibility lists shall remain active and be used for one (1) year from the date of certification unless extended per City Administrative Regulation.

- N. All personnel to be promoted shall be chosen from an active, certified eligibility list. Such a list shall only be used to fill vacant promotional positions which are filled during the time the list is active.
- O. The Chief of Police may order a new promotional process to replace an active eligibility list if fewer than three (3) candidate names remain on the active list.
- P. The Chief of Police will recommend to the City Manager a candidate(s) for promotion.
- Q. All complaints filed by an employee alleging a violation of the promotion process shall be reviewed and decided by a panel consisting of the Human Resources Director, Chief of Police and designees of the Chief. The affected employee may appeal the decision of the panel to the City Manager. The City Manager shall review the record and render his decision in writing. The decision of the City Manager is final. This Article 26 is not subject to the grievance procedures of Article 40.
- R. All promotions of employees within the Police Department shall be subject to a provisional period of twelve (12) months of continuous and uninterrupted service. The provisional status period is a trial promotion period during which the Chief of Police or his designee will determine whether the promotee is fit to serve in the new promotional position. The provisional period is considered a part of the testing process.
- S. A promotion shall be considered provisional and shall not be considered final until successful completion of the provisional period, but shall entitle the employee to the salary for the position during provisional status.
- T. The Police Chief may, at his discretion, extend the provisional period for the good of the service for up to one (1) additional six (6) month period by informing the employee of intent to do so prior to the expiration of the original twelve (12) month period.
- U. If, at any time before the end of the period of provisional status, the Chief of Police or his designee, in his sole discretion, determines that the employee does not meet the required standards for the position, the employee may be removed from the position and reinstated to the former lower rank held by that employee immediately prior to his promotion.
- V. Employees returned to the former rank shall be credited at that rank for time served at the higher rank.

ARTICLE 27. WORK ASSIGNMENT IN HIGHER RANK

- A. For circumstances other than provisional status promotions as provided for in Article 26, Section S of this Agreement, the provisions of this Article shall apply whenever an employee is assigned or required by management to perform supervisory duties of a higher rank in the bargaining unit. Nothing in this Article shall be construed to prohibit or discourage the Department from temporarily promoting an employee to a higher rank.
- B. Assignment to Higher Rank:
1. For the purpose of the two-shift requirement in this Article an entire shift shall be considered "one day". Any portion of a third (3rd) shift performed at a higher rank qualifies for compensation as set forth in this Article. An employee's work schedule shall not be adjusted to avoid compensation.
 2. Employees shall be considered to have performed "supervisory duties" as provided in this Article whenever they have been given the responsibility for oversight and direction of other employees of a shift, unit or division in the Department by a supervisor or manager.
 3. An employee assigned to work at a higher rank for two (2) entire shifts shall be compensated, for any shift or portion of a shift thereafter, at the hourly wage rate equivalent to the "base hourly rate of pay" of the higher rank assigned, or the employee's "regular hourly rate of pay" which-ever is higher.
 4. The hourly rate described in Subsection 3 above is compensation for work at a higher rank, and is not overtime, nor shall it be treated as overtime by the City when computing the employee's pay.
 5. If during the period of assignment at a higher rank (in accordance with the time frames set forth in Section B of this Article), the employee also works overtime as defined by Article 23 of this Agreement, the employee shall be paid overtime using the rate of pay for the higher rank, and not the employee's regular rate of pay.
- C. Participation in any supervisory "mentoring" program, or "apprentice" program designed to prepare the employee for promotion, shall not constitute work performed at a higher rank, and shall not qualify for compensation as set forth in this Article.
- D. At completion of a temporary assignment at higher rank, the employee shall be returned to his former rank, regular rate of pay, and assignment which he held prior to his temporary assignment to higher rank.

E.

1. Employees shall be considered to have performed "Communications Manager duties" or "Commander duties" as provided in Article 27 whenever an employee is assigned or required by management to perform supervisory duties of the higher rank of Communications Manager or Commander.
2. Beginning with the third shift, Sergeants assigned to the higher rank of Commander and Communications Shift Supervisors working as the Communications Manager shall receive their regular hourly rate of pay plus ten percent (10%) for each hour worked in higher rank up to eighty (80) hours in a pay period.
3. The hourly rate described in Section 2 above is compensation for work at a higher rank, is not overtime and shall not be treated as overtime by the City when computing the employee's pay.
4. If during the period of an assignment at the higher rank of Communications Manager or Commander, an employee also works overtime as defined by Article 23 of this Agreement, the employee shall be paid overtime using the employee's regular hourly rate of pay as a Sergeant or a Communications Shift Supervisor.

ARTICLE 28. EQUIPMENT AND UNIFORM MAINTENANCE

A. Uniform & Equipment Issue:

1. All new hire commissioned uniformed officers and new hire uniformed civilians shall be issued a complete set of uniforms and equipment as specified by Department Policy.
2. Employees may exchange worn out or damaged clothing with approval of their immediate supervisor.
3. Any replacement or repair of equipment or uniforms due to wear and tear or damage must first be approved by the member's supervisor. This also applies to items lost or misplaced. Any replacement or repair of personal property damaged or destroyed as a result of official action must first be approved by the member's supervisor and/or division commander for replacement/repair authorization.

B. Bullet Resistant Vest:

1. The department will purchase a bullet resistant vest for each full time commissioned officer, CSO Field Investigator, CSO Detective, CSO Animal

Control, and Police Service Technicians working outside of the Police Department building. The Department will provide a high quality bullet resistant vest (flak jacket) for those positions identified by the department requiring such equipment.

2. All vests shall be replaced once every five (5) years, or at such earlier time as the City is notified of any event or condition rendering such a vest unsafe for its intended purpose. If the employee requires a specialized or customized vest, the City will pay the same dollar amount for the City issued and authorized vest with the employee paying the difference in cost.
3. Vests that are replaced will be returned to the department unless other disposition is authorized by the patrol services division administrative analyst. The vest must meet or exceed the ballistic standard as established by the National Institute of Justice (NIJ STD 0101.03). The minimum acceptable protection level is described as "Type II" (Threat Level) armor, providing proper protection up to and including the .357 magnum.

C. Clothing Allowance:

1. The City shall pay each commissioned officer and uniformed civilian an annual allowance for care and maintenance of uniforms and equipment. These funds are to assure that uniforms, clothing, and equipment meet specifications, and are maintained in good condition.
2. Commissioned uniformed officers and uniformed civilians shall receive a clothing allowance of \$400.00 annually for care and maintenance of uniforms and equipment. Commissioned officers and non-commissioned Community Service Officer(s), whose primary work assignment requires they not wear a uniform, shall receive a clothing allowance of \$700.00 annually for care and maintenance of clothing and equipment. These clothing and equipment care and maintenance allowances shall be in equal halves twice per annum on dates determined by the City.

ARTICLE 29. EDUCATIONAL REIMBURSEMENT

- A. The City will provide tuition assistance for educational classes that are job-related and for approved language classes in accordance with City of Longmont Admin Regulation A-24. Decisions regarding the job-relatedness of specific courses and approval of language classes are at the discretion of the Human Resources Director.
- B. Subject to budgeted resources, reimbursement of tuition and fees shall be provided to employees who satisfactorily complete approved courses taken through accredited

academic institutions in accordance with the payment schedule authorized in City of Longmont Admin Regulation A-24, Subsection 2.02.

- C. The rates and amounts of reimbursement are contingent upon the availability of budgeted funds. Reimbursement of tuition and fees will be made only to the extent that they are not paid from other sources, such as Veterans Administration benefits, scholarships, and/or grants.
- D. To be eligible for reimbursement, undergraduate courses must be completed with a grade of "C" or better and graduate courses must be completed with a grade of "B" or better. No reimbursement will be made for non-credit courses, continuing education courses, courses that do not meet the requirements of this program, books, late registration fees, or charges for deferred tuition.

ARTICLE 30. LIFE INSURANCE/LONG TERM DISABILITY INSURANCE

- A. The City shall provide fully-insured non-contributory term life insurance and Accidental Death and Dismemberment coverage for each employee in an amount equal to one and one-half (1 ½) times the employee's base pay rounded up to the next \$1,000.00. The maximum benefit for each employee is \$250,000.
- B. The City shall provide a City funded/fully insured non-contributory long-term disability plan. The benefit shall be equal to 60% of the employee's base salary paid monthly (offset by other income sources) that covers both job-related and non-job-related disabilities. The maximum monthly benefit shall be \$10,000.

ARTICLE 31. MEDICAL AND DENTAL INSURANCE

- A. Medical, Dental and Vision plans shall be made available to every bargaining unit member who elects to participate.
- B. For the term of this Agreement the City agrees to continue its current 2015 employer/employee percentage contribution levels toward the health insurance plan. 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. It is agreed by the parties that the medical/health plan is subject to the rules and regulations of the carrier and provider.
- C. For the term of this Agreement the City agrees to continue its current 2015 employer/employee percentage contribution levels toward the dental insurance plan. 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. It is agreed by the parties that the dental plan is subject to the rules and regulations of the carrier and provider.

- D. For the term of this agreement the City agrees to provide a vision plan for the employees. The employee is responsible for premium contributions.

ARTICLE 32. POLICE PENSION PLAN

- A. The pension plan for certified police officers of the City of Longmont shall be known as the "CITY OF LONGMONT POLICE PENSION PLAN AND TRUST AGREEMENT" hereafter referred to in this Article as the "Plan".
1. The plan is a self-directed 401(a) defined contribution plan provided through ICMA Retirement Corporation (ICMA-RC). The plan is created for the exclusive benefit of eligible employees who qualify as Participants and their Beneficiaries.
 2. All employee contributions and earnings are immediately 100% vested. City contributions and earnings are 60% vested after 3 years of service, 80% after 4 years and 100% after 5 years of service with the City.
 3. Under this Article of this Agreement administration, eligibility, vesting, regulation and rules governing the police pension of the City of Longmont shall be in accordance with the provisions of this agreement and the plan.
 4. The plan is intended to qualify under the applicable provisions of Section 401(a) of the Internal Revenue Code of 1986 as amended, and the Plan Trust created pursuant to the plan is intended to be exempt under the applicable provisions of Section 501(a) of such Code and all provisions of the plan shall be construed in accordance with this intention.
 5. Since the Employer is a municipal government, it is not the intention of the Employer for the plan to qualify under Section 401(a) of the Code after the enactment of the Employee Retirement Income Security Act of 1974 ("ERISA") to the extent that the requirements of ERISA are not applicable to the government plans. The plan was adopted as a replacement for the Colorado Fire and Police Pension Association ("FPPA") Plan for police officers of Longmont who were hired after April 7, 1978. The assets of such plan were transferred to this plan.
- B. Each permanent full-time police officer of the City of Longmont shall become a Participant of the plan on his date of employment or such later date as may be approved by the City provided such police officer is in Covered Employment.

- C. Any Employee who is eligible to participate in the plan who is a Participant in any other retirement plan maintained by the City must elect to either continue to participate in such other plan or plans or become a Participant in the plan. Such other plan Participants shall become Participants in the plan after electing to participate in the plan and completing the necessary election forms.
- D. If a Participant terminates his employment with the City, or is terminated by the City, he shall be eligible to again become a Participant in the plan on his date of hire, or his re-employment or reinstatement.
- E. A Participant in the plan shall be entitled to participate in the contribution of the Employer based upon his actual compensation for any period in which he is a Participant and is employed by the Employer. A re-employed Participant shall be entitled to participate in the Employer's contribution beginning immediately upon his return to service.
- F. The City shall contribute and pay into the Plan Trust Fund for each pay period to the credit of the Employer Contributions Account of each Participant an amount equal to ten percent (10%) of such Participant's Compensation as defined in the Plan for such pay period. The City shall make payment of its contributions for each pay period in one sum within thirty (30) days after the end of such pay period. Such contribution shall be made in cash.
- G. Each Participant in the plan shall contribute to the Plan Trust Fund for each pay period to the credit of the Participant Contributions Account of such Participant, an amount equal to ten percent (10%) of such Participant's Compensation as defined in the Plan for such pay period. Each Participant shall have the option to contribute an additional percentage of such Participant's Compensation as defined in the Plan for such pay period over and above their required contribution to the Plan Trust Fund. Such additional voluntary contributions are made on an after-tax basis.
 - 1. Mandatory Participant contributions shall be picked up and paid by the City as provided in section 414(h) of the Internal Revenue Code and the Participant's gross income shall be reduced by the amount of the contributions picked up by the City.
 - 2. Each Participant, as a condition to his employment, shall be deemed to have authorized the City to reduce the Participant's Compensation by such amount from each of his paychecks and to transmit such amount directly to the Plan Trustee.
- H. Separate accounts shall be maintained for the amounts contributed by the City and the contributions picked up by the City. For the purpose of distributions from the plan, the amounts picked up and paid by the City shall be considered as Employer contributions.

I. Voluntary contributions and rollover contributions shall be allowed as provided for in the plan in accordance with applicable law.

J. 457 Deferred Comp

Employees shall be permitted to participate in a voluntary self-directed 457 deferred compensation plan available through ICMA Retirement Corporation. Employees shall have the option to contribute a portion of their base salary to the 457 plan on a pre-tax basis. Nothing shall prohibit the employee from contributing any amount they desire within the Federal and ICMA-RC guidelines for such accounts.

ARTICLE 33. PENSION PLAN FOR NON-SWORN MEMBERS

A. The pension plan for all non-sworn civilian bargaining unit members of the Longmont Police Department shall be the "*The City of Longmont General Employees' Retirement Plan*" and "*General Employees' Money Accumulation or MOPC Plan*". Participation is mandatory for all regular non-sworn civilian employees of the Department.

B. The pension plan for all non-sworn civilian bargaining unit members of the Department is created for the exclusive benefit of eligible employees who qualify as Participants and their Beneficiaries.

C. Administration, eligibility, vesting, regulation and rules governing the pension plan for all non-sworn civilian bargaining unit members of the Department under this Article of this Agreement, shall be in accordance with the provisions of "*The City of Longmont General Employees' Retirement Plan*" and "*General Employees' Money Accumulation or MOPC Plan*".

ARTICLE 34. RETIREMENT HEALTH SAVINGS

A. Employees shall participate in a retirement health savings ("RHS") plan administered by ICMA-RC. The plan administration shall be in accordance with ICMA-RC's "Vantage Care Retirement Health Savings Plan". Participation shall begin on the first (1st) pay period of employment.

B. Employees shall contribute one percent (1%) of the employee's base salary each pay period to their retirement health savings account. The City shall contribute one percent (1%) of the employee's base salary each pay period to the employee's retirement health savings account.

C. A payroll deduction account shall be designated whereby the employee's contribution is deducted from the employee's paycheck and deposited directly into the employee's RHS plan on behalf of the employee in accordance with the applicable ICMA-RC guidelines.

- D. Annually, and in addition to the contributions provided for in Section B above, the City will identify all employees who have accumulated in excess of four hundred eighty (480) hours of sick leave. For these employees, the amount of sick leave in excess of four hundred eighty (480) hours is considered excess sick leave. The City will convert to a cash equivalent and pay to the employee's individual retiree health savings account, at the rate of one (1) hour for every two (2) hours sick leave accumulated, the first forty (40) hours of excess sick leave earned but unused during the prior calendar year as permitted by Federal and ICMA-RC guidelines for such accounts.
- E. Upon termination of employment the City will convert the employee's unused sick leave in accordance with Article 37, "Payment of Benefits - Separation or Death."
- F. Employees shall have the right to invest all contributions how they wish and manage their RHS account in accordance with Federal and ICMA guidelines.

ARTICLE 35. DEATH AND DISABILITY CONTRIBUTION

For all Officers hired after January 1, 1997 who are eligible for the death and disability coverage provided under CRS § 31-31-811(4), the City shall make 100% of the required contribution for Officers hired before March 1, 2000 and 50% of the required contribution for Officers hired on or after March 1, 2000 to the Death and Disability Fund.

ARTICLE 36. LINE OF DUTY DEATH

- A. When a police officer, or any non-sworn police employee whose primary civilian job duties require activities in the field, is killed in the line of duty, or dies as a direct and proximate result of injuries sustained in the line of duty, the City shall be responsible for the actual funeral, burial, or cremation expenses incurred by his survivors up to a maximum of ten thousand dollars (\$10,000.00), less funeral, burial, or cremation payments received under the Worker's Compensation Program.
- B. In accordance with paragraph (A) of this Article, the City will pay the full cost of health and dental insurance for the police officer's or non-sworn police employee's spouse & dependents covered by the City of Longmont at the time of death of a police officer or non-sworn police employee who is killed in the line of duty or who dies as a direct and proximate result of injuries sustained in the line of duty. Eligibility shall remain consistent with the current plan. Payment will be made for up to a maximum of two (2) years after the death of the officer, or until spouse or dependents are no longer eligible for such insurance programs, whichever occurs first.

- C. "Line of duty" means any action that the police officer or non-sworn police employee is authorized or obligated to perform by law, rule, regulation or condition of employment or service.

ARTICLE 37. PAYMENT OF BENEFITS - SEPARATION OR DEATH

- A. All earned wages due an employee upon retirement or separation shall be paid to the employee. Any employee upon retirement or separation may convert their final vacation leave accrual due into their 457 Deferred Compensation Plan account as designated by the employee or their beneficiary as permitted by Federal and ICMA-RC guidelines for such accounts.
- B. Upon separation or retirement or death, the City shall convert up to (but not more than) nine hundred sixty (960) hours of the employee's unused sick leave at a rate of one (1) hour compensation for each two (2) hours of sick leave accrued, and that amount shall be deposited into the employee's Retirement Health Savings account (RHS) as permitted by the Federal and ICMA-RC guidelines for such accounts.
- C. An employee, with City approval, may elect to use up their existing vacation leave and compensatory time leave balances, in part or in whole, and select a retirement date that coincides with the end date of that leave.
- D. Any employee who dies while in the employment of the City shall have all earned wages and compensatory time leave, and vacation leave paid to his/her estate. The executor of the estate may also elect to have the vacation leave balance placed into the deceased member's 457 Deferred Compensation Plan account (if one exists) as designated by the employee as permitted by ICMA-RC and Federal guidelines and/or applicable law.

ARTICLE 38. EXTRA DUTY EMPLOYMENT

- A. Extra duty employment is a Department approved police related work assignment. Extra duty work is voluntary. An extra duty assignment will only be approved if it is related to the assigned employee's usual scope of city duties.
- B. Extra duty employment is contracted between the City and the Extra Duty Employer. Extra duty employment and assignments are administered and regulated by Section 3.04.920 of the City Personnel Rules, and Policy 213.00 of the Department. As such, employees are expected to familiarize themselves with all applicable policies, procedures and rules covering an Extra Duty work assignment prior to volunteering for such assignments.

- C. Police officers at the rank of Sergeant and below shall be compensated for an Extra Duty assignment at an hourly rate equivalent to their current overtime rate based on the employee's "regular rate of pay".
- D. Police officers, below the rank of Sergeant, assigned in a supervisory capacity during an extra duty assignment requiring four (4) or more officers, or when circumstances require specific supervision, shall be compensated at an hourly rate equivalent to the current overtime rate for entry level Sergeants (Step 1).
- E. Employees working an extra duty assignment shall not accept any payment, gratuity, benefit, or other thing of value, made or offered to them, directly or indirectly.
- F. Employees are paid for extra duty assignments through the City's regular payroll system. All taxes and appropriate deductions will be made prior to payment. The extra duty wages will not be used in calculating pension deductions. While extra duty is calculated at overtime rates, it is not "overtime" nor shall it be treated as overtime by the City when computing the employee's pay.

ARTICLE 39. DISCIPLINE AND DISMISSAL

A. General

- 1. Employees may be disciplined in any of the following manners: written reprimand, suspension, demotion, and/ or dismissal.
- 2. Employees should review the terms of this Agreement, all departmental rules, policies and procedures, and directives, as well as civil and criminal law for an understanding of some actions that may bring about the imposition of discipline.
- 3. The definition of a Professional Standards Investigation (PSI) shall be understood to mean: Any time the Department initiates an investigation to establish a basis for disciplinary action whether such investigation is initiated by an internal, external, formal, or informal complaint.
- 4. Any review of a disciplinary investigation involving citizens of the community who serve on the "Police Professional Standards Review Panel" will be in accordance with City Administrative Regulation A-2. Any recommendation issued from that panel on any investigation shall be included as part of the investigative record.

B. Discipline

1. Disciplinary action shall be defined as any written reprimand, suspension, demotion, or dismissal.
2. Employees, who receive disciplinary action, except a written reprimand, may appeal such action either:
 - (a) By filing a grievance through Steps two (2) and three (3) of Article 40 of the Agreement; or
 - (b) By filing an appeal in accordance with "*City Administrative Regulation 22*", and the Disciplinary Appeal provisions of *Longmont Municipal Code Sections 3.04.570, 3.04.580, and 3.04.590*.

The employee must choose the appeal procedure of either Subsection (a) or (b) above, but not both.

3. In the event an employee is suspended without pay as a disciplinary action, there shall be no suspension of employee benefits, to include seniority. At the time the employee is relieved from duty or placed on suspension without pay, the employee shall be informed of the specific duration of such suspension.

C. Disciplinary Investigations

An employee, who is under investigation, shall be presumed innocent and the investigation shall be conducted in a fair and impartial manner in accordance with the general guidelines in Subsections 1 and 2 below. The Department shall initiate any investigation within fourteen (14) calendar days, whenever possible, of the time it has knowledge of such event. If it is deemed to be in the best interest of the community, department, or employee, the Chief of Police or his designee may place the employee on paid administrative leave or reassign the employee during the investigation.

1. Initial/Informal Investigations

Supervisory personnel may at any time require written reports or meetings with employees to review events, circumstances, or an employee's conduct. If the meeting or report is to review a specific allegation or complaint against the employee, he will be so notified at the outset of the meeting or at the time the report is requested. If the meeting could result in disciplinary action the employee shall be advised immediately, and if the employee requests, he shall be allowed a representative to be present before any further questioning.

2. Formal Investigations

If after this informal investigation (as described in Subsection C(l) of this Article), the Department determines that further investigation is warranted, such further investigation shall be conducted in accordance with the following general guidelines:

- (a) An employee, who is the subject of an internal investigation, shall be informed, in writing of the existence of the complaint and/or the specific allegations which initiated the PSI.
- (b) Employees shall be given specific notice of any charges that have been or could be filed against him and of the specific nature of the investigation.
- (c) An employee, who is the subject of an internal investigation, shall have the right to be represented by a designated representative, or an attorney. The employee and/ or the FOP will bear the cost of such representation by an attorney. The City will pay the FOP representative his/her regular pay for attendance at such interview during his/her regular duty cycle. Investigative interviews shall be suspended for a reasonable time, not to exceed three (3) days, to allow for a representative(s) of the employee's choosing to be present for the interview.
- (d) Representatives may not be a witness in, the subject or potential subject of the administrative investigation or be a supervisor in the chain of command of the employee. The representative's role shall be that of an advisor and counsel to the employee.
- (e) The employee may request the presence of a representative or legal counsel of his choice before or during any related interview, but that representative will not be permitted to interrupt or otherwise disrupt the interviewer's questioning. Further the representative shall not answer any questions on behalf of the employee.
- (f) An employee who is the subject of an investigation shall be given seventy-two (72) hour notice prior to being required to attend any meetings, interviews, or hearings held as a part of such investigation or a meeting that would likely lead to disciplinary action. The seventy-two (72) hour notice period may be waived if the Chief determines that there is a critical need for an immediate interview.
- (g) The employee shall be given a *Garrity advisement* prior to any questioning in a PSI. Questions will be specifically directed and related to the alleged violation. Employees shall assist the investigation and shall furnish

information and/or give statements as requested. All employees are required to be truthful when they are participating in a PSI.

- (h) The subject employee shall be provided an opportunity to respond to the complaint and/or charge and shall be assured that the Department will consider the employee's response.
 - (i) All interviews conducted as a PSI, shall be electronically recorded and all questions shall be "on-the-record".
 - (j) Once the investigation is completed, and as soon as practical after requested, and reasonably in advance of any pre-disciplinary conference, the employee, his representative and/or FOP attorney will be provided access to transcripts, records, written statements, tapes pertinent to the investigation, including transcripts of questioning and responses to any truth verification examination and, subject to written authorization by the employee, a copy of the employee's personnel file.
- D. Investigative interviews of the employee shall be conducted at reasonable hours, unless the seriousness of the allegation requires immediate action. The duration of the interview of an employee shall be for a reasonable period of time, and shall allow for reasonable personal necessities and rest periods. The employee being interviewed shall not be subjected to offensive language or threatened with transfer or discipline. However, an employee may be advised that failure to cooperate in the investigation, including a refusal to honestly and completely answer relevant questions, could result in discipline up to and including termination of employment.
- E. The interviewer shall make no promise or offer of a reward to any employee as an inducement to answer questions. The interview may be audio and/or video recorded by the Department. Upon request, the Department will provide a copy of the recording to the employee without charge. Questions asked of an employee during an interview must be reasonably relevant to the internal investigation. However, the employee's failure to recognize the relevance of a question shall not be justification for the employee to refuse to answer the question.
- F. Dismissal or acquittal of criminal charges shall not preclude disciplinary action.
- G. Upon order of the Chief, subject employees shall submit to a truth verification examination as part of an administrative investigation. Truth verification examinations will not generally be utilized unless the matter under investigation is very serious and sufficient evidence cannot be discovered by other means to sustain or not sustain an allegation of misconduct. All such examinations shall be specifically, directly and narrowly related to the particular administrative investigation. The results of any truth verification examination shall not be the sole basis for discipline.

ARTICLE 40. GRIEVANCE PROCEDURE

- A. A grievance is defined as any controversy concerning the meaning or application of any provision of this Agreement, and such grievances shall be settled in accordance with these established grievance procedures outlined below.
- B. Grievance regarding the violations of Article 39, shall be sent directly to the Chief of Police. If the grievance is not resolved at this Step of the grievance procedure, it may not be appealed to arbitration but may be appealed to the City Manager or his designee who shall make final determination of the matter.

C. Informal Grievance Procedure

As a matter of good labor-management relations, the parties encourage members to discuss and/or attempt to resolve grievances with their immediate supervisor, or the supervisor who initiated the action.

- 1. Within ten (10) working days of the event, or reasonable knowledge of the event that gave rise to the grievance, the employee shall take his complaint (grievance) to his immediate supervisor and/or the supervisor who initiated the action causing the complaint.
- 2. If the above informal discussion is held and does not resolve the grievance, the member may file a formal grievance in accordance with Article 40 (D) below.

D. Formal Grievance Procedure

Should a grievance not be resolved through "informal resolution", the aggrieved shall reduce the grievance to writing and complete a grievance form provided by the FOP. The written formal grievance shall be submitted within ten (10) working days from the date that the "informal resolution" process is final. The grievance shall be signed by the member; or, in the case of group grievance by an FOP representative. The FOP shall retain a copy of the grievance. Once a grievance has been reduced to writing it may not be amended in any manner, except for additions or deletions which are in support of, and not in addition to, the original grievance. The FOP shall, upon request, receive a copy of the disposition(s) as it progresses through the process. The following formal steps will be followed. Steps 1-3, below, may be by-passed upon written agreement of the parties.

- 1. Step 1. The written grievance shall be presented to the member's Commander or Manager. The FOP will forward a summary notice of the grievance complaint to the Police Chief and the City Manager or his designee. The Commander or Manager shall render a decision, in writing, which shall specify the reason(s) for the disposition to the member within ten (10) working days after receipt of the grievance.

2. Step 2. Within ten (10) working days of receipt of the Commander's or Manager's decision, that decision may be appealed to the Chief of Police, in writing and signed by the employee. The written appeal must specify the reason(s) the Commander's or Manager's decision is unsatisfactory. The Police Chief shall render a decision, in writing, which shall specify the reason(s) for the decision to the member within ten (10) working days after receipt of the grievance appeal.
3. Step 3. Within ten (10) working days after receipt of the Chief of Police's decision an appeal of that decision, or appeal of any disciplinary action, may be made in writing to the City Manager or his designee by the aggrieved member, or the FOP. Appeals to the City Manager or his designee on disciplinary matters may only be made on the basis of whether the investigative process in Article 39 was violated. The City Manager's decision, or the decision of his designee, shall be rendered, in writing, which shall specify the reason(s) for the disposition to the employee within ten (10) working days following the date the appeal was received or any hearing was held. The decision of the City Manager on a grievance on an alleged violation of Article 39 is final and binding.
4. Step 4. In the event of the failure of the parties to settle a grievance at the 3rd Step of the grievance procedure, such grievances excluding appeals of alleged violations of the disciplinary procedures in Article 39 may be appealed to arbitration. The FOP shall have the exclusive right to determine whether or not the employee's grievance, shall be submitted to arbitration. A written notice of such appeal shall be given to the City Manager or his designee by the FOP President or his designee. The written notice of appeal must specify the reason(s) the decision of the City Manager or his designee is unsatisfactory. Cases not appealed to arbitration within ten (10) working days from the date of the final decision given at Step 3, shall be considered settled on the basis of said decision of the City Manager or his designee.

E. Arbitration

The parties shall select a mutually satisfactory arbitrator from a panel of five (5) possible arbitrators submitted by the American Arbitration Association. Upon receipt of such panel, representatives of the City and FOP shall strike in alternate turn, with the party striking first decided by coin toss, one of the names of the panel until four (4) names have been so struck, whereupon the arbitrator whose name remains shall be deemed the arbitrator selected by mutual agreement of the parties.

1. The arbitrator shall have the right to arbitrate grievances concerning the interpretation and application of this Agreement, as authorized in Step 4 of this Article.

2. The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or any agreements made supplementary hereto, nor any other matter not specifically provided for within the Agreement.
3. The arbitrator shall not establish any new or different wage rates not negotiated as part of the Agreement. The arbitrator shall have the authority to award wages or otherwise make whole an employee who has suffered loss of wages and benefits.
4. The arbitrator shall be without authority to recommend any right to relief on any alleged grievance occurring at any other time than the agreement period in which the right originated.
5. The parties shall endeavor, whenever possible, to stipulate to the facts included in the case prior to the opening of the arbitration hearing.
6. Unless circumstances deem otherwise, the arbitrator shall call a hearing to begin within twenty-five (25) days of his selection. In any event the arbitrator shall give at least ten (10) days notice in writing to the FOP and the City of the time and place of such hearing. These time limitations may be waived by mutual agreement of the parties or their representatives.
7. The hearing shall be informal, and the rules of evidence prevailing in judicial proceedings shall not be binding. All oral or documentary evidence and other data deemed competent and relevant by the arbitrator shall be received in evidence. The arbitrator shall have the power to administer oaths and to require by subpoena the attendance and testimony of witnesses and the production of books, records and other evidence relating to or pertinent to the issues presented for determination.
8. The decision of the arbitrator shall be final and binding subject to appeal under applicable law.
9. Any member, whose testimony is relevant to the arbitration, shall be released with pay to attend the hearing, provided that the hearing is held during the member's regular work hours. The expenses of any non-member witnesses shall be borne by the party requesting the non-member's attendance at the Arbitration Hearing.
10. The fees and necessary expenses of any arbitration, including the arbitrator's fee, but excluding all fees and expenses incurred by either party in the preparation or presentation of its case, shall be borne equally by the City and the FOP.
11. Upon the acceptance of an answer from the City in any step of the Grievance Procedure, the issue will be considered resolved and not subject to any further appeal. Acceptance shall be in writing.

12. Anything in this Agreement to the contrary notwithstanding, the following matters are not subject to the grievance procedure 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 Right of Management or to the discretion of the City of Longmont or the Chief of Police by the terms of this Agreement, except as to the resolution of whether or not a matter is a specific Right of Management; or
 - (c) Any matter which would require a change from the wages, rates of pay, grievance procedure, and 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 City of Longmont in the City Code, administrative regulations, the official Standard Operating Procedures of the Longmont Police Department, state and federal statutes and constitutional provisions except to the extent that any such matter is addressed in the Agreement and the grievance alleges that the City of Longmont has violated an express provision of this Agreement.

F. Time Limits

1. Should the grievant fail to adhere to the time limits as described (except as mutually agreed upon), the grievance shall be considered resolved.
2. If the City fails 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.
3. Regardless of absences, time limits will not be exceeded at any step of the process, unless extended by mutual written agreement.
4. For purposes of meeting time limits, employee notification shall include personally served written notification to the employee, and/or employee's FOP representative, and/or a member of the FOP executive board.

- G. Grievance decisions shall not be interpreted to change the meaning or intent of this Agreement.

- H. All costs of a court stenographer or other transcription fees at the arbitration hearing shall be paid by the party desiring such service. If the other party requests a copy of the transcript, all the costs, including the costs of the court reporter's appearance at the hearing, shall be shared equally by the parties.
- I. Employees may be represented by an FOP official and/or legal counsel at any step of this grievance procedure.
- J. Grievances may also be filed by Management or FOP and may be settled formally or informally with the other party for, but not limited to, matters concerning the interpretation or application of the particular clauses of this Agreement.

ARTICLE 41. PROBATIONARY STATUS

- A. The probationary period for Police Officers commences on the date of appointment and ends one (1) year after the Police Officer has completed all training as determined by the Chief. The probationary period for Communications Specialists and Communications Shift Supervisors commences on the date of appointment and ends six (6) months after the Communications Specialist or Shift Supervisor has completed all training as determined by the Chief. The probationary period for all other newly appointed regular fulltime employees in the bargaining unit shall be six (6) months from their date of appointment. The Chief of Police may extend the probationary period by up to an additional six (6) months as he deems necessary. Probationary employees do not have any appeal or grievance rights and may be laid off or terminated at the discretion of the City.
- B. Any approved leave without pay, injury leave in excess of fourteen (14) calendar days that is taken during the probationary period, or period of police training as a recruit, including, but not limited to, orientation, attendance at a police training academy, and completion of the field officer training program, may extend an employee's probationary status proportionately.
- C. To accommodate the needs of the Department, probationary status employees may be assigned shifts and days off by the Department. This includes a change of shifts or days off during probation. Reasonable effort will be made to accommodate employee choice, but the needs of the Department shall prevail.

ARTICLE 42. LAYOFF & RECALL

- A. In the event of a layoff, employees shall be laid off on the basis of inverse seniority, provided the employee possesses the demonstrated abilities to perform the duties as required to carry out the mission of the Department. For purposes of administering this

Article, seniority is defined as the length of an employee's continuous service in a classification since the last date of hire in that classification.

- B. Any bargaining unit employee who is to be laid off who had advanced to his/her present classification from a lower classification within the bargaining unit in which he/she held a regular appointment shall be offered a position in the lower classification. Seniority for the purpose of bumping to the lower classification shall be the aggregate of the bargaining unit employee's seniority in the lower classification and all higher classifications.
- C. No new employees shall be hired in a classification until all employees on layoff status in that classification have had an opportunity to return to work. Layoff status shall not extend beyond 24 months. Employees will be called back from layoff in the inverse order of layoff provided the employee possesses the demonstrated abilities to perform the duties as required. Employees must pass classification, appropriate screening and testing as part of the recall process.
- D. When recall occurs, the City will notify the employee through registered mail. The employee is obligated to keep the City informed of their current address. An employee on layoff status shall accept or decline an opening within seven (7) days of notification. The employee shall be available to return to work within fourteen (14) calendar days of notifying the City of their intent to return to work. An employee's denial or acceptance of the recall shall be conveyed in writing. In the event the employee declines or fails to notify the City in the above specified time, all recall rights will be waived.

ARTICLE 43. NEW CLASSIFICATIONS

When a new employment classification is established within the bargaining unit by the City, the City will designate the classification and compensation for that position. The FOP shall be notified of the classification and compensation for that position in writing.

ARTICLE 44. JOINT RETIREMENT REVIEW COMMITTEE

- A. The City and the FOP agree to maintain a standing joint retirement review and consultation committee. The purpose of this committee is to determine the feasibility of changing the current pension system for sworn law enforcement officers of the City of Longmont to a defined benefit retirement plan or "hybrid" retirement plan. This committee shall be composed of not more than three representatives of the FOP and all members of the New Hire Pension Board.
- B. Unless otherwise agreed to, the committee shall meet on a monthly basis. The committee shall meet at a time and place mutually agreed upon by the committee members. Nothing in the language of this Article shall be interpreted to preclude the participation of

representatives of the Fire Employee Bargaining Agent from participating in the consultations or expansion of this committee.

- C. All meetings with representatives of any defined benefit and/or "hybrid" retirement plans, for the purpose of discussing plan specifications, structure, feasibility, and possible implementation of such plans shall be conducted by and with the entire committee.
- D. Upon completion of its study and research, the Committee shall report in writing its findings and recommendations to the City Manager, Chief of Police and the President of the FOP. Neither party is bound by the findings and/or recommendations of the committee.
- E. If upon receipt of the findings and recommendations of the committee either the City or the FOP has an interest in implementing the recommendations; then either the City or the FOP may request the other to enter negotiations for change. If the non-requesting party chooses not to negotiate, then the current "Police Pension Plan" Article under this agreement shall remain unchanged and in full force and effect for the duration of this contract.

ARTICLE 45. SEVERABILITY, SAVINGS AND COMPLIANCE CLAUSES

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

ARTICLE 46. EXCLUSIVENESS OF AGREEMENT

The City and the Fraternal Order of Police agree that the terms and provisions herein contained constitute the entire Agreement between the parties and supersede all previous communications, representations or agreements, either verbal or written, between the parties with respect to the subject matter herein. The City and the Fraternal Order of Police agree that all negotiable items have been discussed during the negotiations leading to this Agreement and, therefore, agree that negotiations will not be reopened on any item during the life of this Agreement except in accordance with the terms expressed in Article 45 of this Agreement or by mutual consent.

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their respective representatives, and their signatures placed thereon, on this ____ day of _____, 2015 at Longmont, Colorado.

CITY OF LONGMONT

**FRATERNAL ORDER OF POLICE
LONGMONT LODGE 6**

Mayor – Dennis Coombs

FOP Lodge 6 President – Stephen Schulz

ATTEST:

City Clerk – Valeria Skitt

FOP Lodge 6 Secretary – James Brown

City Manager – Harold Dominguez

APPROVED AS TO CONTENT:

Public Safety Chief – Mike Butler

Date

APPROVED AS TO FORM

City Attorney – Eugene Mei

Date

APPENDIX A

2016 STEP PAY SALARY SCHEDULE (MONTHLY)

- A. Effective January 1, 2016 through December 31, 2016, the following monthly base step pay shall be in place for all Police Officers and Sergeants:

Rank	Step 1	Step 2	Step 3	Step 4
Police Recruit	\$4,728	N/A	N/A	N/A
Police Officer	\$4,728	\$5,220	\$5,719	\$6,215
Master Police Officer	\$6,837	N/A	N/A	N/A
Sergeant	\$7,819	\$8,232	N/A	N/A

2017 STEP PAY SALARY SCHEDULE (MONTHLY)

- B. Effective January 1, 2017 through December 31, 2017, the following monthly step pay shall be in place for all Police Officers and Sergeants:

Rank	Step 1	Step 2	Step 3	Step 4
Police Recruit	\$4,870	N/A	N/A	N/A
Police Officer	\$4,870	\$5,377	\$5,891	\$6,401
Master Police Officer	\$7,042	N/A	N/A	N/A
Sergeant	\$8,054	\$8,479	N/A	N/A

2018 STEP PAY SALARY SCHEDULE (MONTHLY)

- C. Effective January 1, 2018 through December 31, 2018, the following monthly base step pay shall be in place for all Police Officers and Sergeants:

Rank	Step 1	Step 2	Step 3	Step 4
Police Recruit	\$5,016	N/A	N/A	N/A
Police Officer	\$5,016	\$5,538	\$6,068	\$6,593
Master Police Officer	\$7,253	N/A	N/A	N/A
Sergeant	\$8,296	\$8,733	N/A	N/A

APPENDIX B

NON-SWORN OPEN RANGE 2016, 2017 & 2018 SALARY SCHEDULE (MONTHLY)

- A. Effective January 1, 2016, and continuing through December 31, 2018 unless adjusted by the City, the monthly open range pay schedule for the term of this agreement for all Longmont Emergency Communications Center Personnel shall be:

Rank	Minimum	Mid-Point	Maximum
Communications Specialist	\$3,888	\$4,320	\$4,622
Communications Shift Supervisor	\$5,058	\$5,620	\$6,013

- B. Effective January 1, 2016, and continuing through December 31, 2018, unless adjusted by the City, the monthly open range pay schedule for the term of this agreement for all Community Service Officers shall be:

Rank	Minimum	Mid-Point	Maximum
CSO Field Investigator	\$4,018	\$4,464	\$4,776
CSO Animal Control	\$3,587	\$3,985	\$4,264

- C. Effective January 1, 2016, and continuing through December 31, 2018, unless adjusted by the City, the monthly open range pay schedule for the term of this agreement for all Police Service Technicians shall be:

Rank	Minimum	Mid-Point	Maximum
Police Service Tech	\$3,146	\$3,496	\$3,741
Senior Police Service Tech	\$3,638	\$4,042	\$4,325