

**CONTRACT BETWEEN THE  
CITY OF ENGLEWOOD AND  
THE  
ENGLEWOOD POLICE BENEFIT ASSOCIATION  
FOR THE YEARS 2019-2020**

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**CONTRACT BETWEEN THE**  
**CITY OF ENGLEWOOD**  
**AND THE**  
**ENGLEWOOD POLICE BENEFIT ASSOCIATION**

This Contract entered into by the City of Englewood, Colorado (“City”), and the Englewood Police Benefit Association (“Association”) has as its purpose the promotion of harmonious relations between the City of Englewood and its employees, a fair and peaceful procedure for the resolution of differences; the establishment of rates of pay and hours of work, and other conditions of employment mutually agreed upon.

Except where limited by express provisions elsewhere in this Contract, nothing in this Contract shall be construed to restrict, limit or impair the rights, powers and authority of the City as granted to it by constitutional provision, statute, ordinance, charter or special act, the exclusive power, duty and rights to:

- A. Determine the overall mission of the City as a unit of government.
- B. To maintain and improve the efficiency and effectiveness of City operations.
- C. To determine the services to be rendered, the operations to be performed, the technology to be utilized, or the matters to be budgeted.
- D. To determine the overall methods, processes, means, job classifications or personnel by which City operations are to be conducted.
- E. To direct, supervise, hire, promote, transfer, assign, schedule, retain or lay-off employees.
- F. To suspend, discipline, discharge, and demote for cause, all full-time permanent classified employees.
- G. To relieve employees from duties because of lack of work or funds, or under conditions where the City determines continued work would be inefficient or nonproductive.
- H. To take whatever other actions may be necessary to carry out the wishes of the public not otherwise specified herein or limited by a collective bargaining contract.
- I. To take any and all actions to carry out the mission of the City in cases of emergency.
- J. Nothing contained herein shall preclude the City from conferring with its employees for purposes of developing policies to effectuate or implement any of the above enumerated rights.

## ARTICLE 1. DURATION OF CONTRACT

- A. This Contract shall take effect on January 1, 2019 and shall continue in force to and including December 31, 2020.
- B. This Contract, or any part of it, may be terminated or renegotiated at any time by mutual consent of both parties.
- C. If any article or section of this Contract should be held invalid by operation of law or the District Court, or if compliance with or enforcement of any article or section should be restrained by such District Court, the remainder of this Contract shall not be affected thereby and this Contract shall remain in full force and effect, and the parties shall promptly negotiate for the purpose of attempting to arrive at a mutually satisfactory replacement of such article or section.
- D. Nothing in this agreement shall be interpreted contrary to present or future statutory or common laws of the State of Colorado.
- E. The parties acknowledge that during negotiations which resulted in this Contract, **they** had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for negotiation discussions and that the understandings and agreements arrived at by the parties after this exercise of that right and opportunity are set forth in this Contract.

## ARTICLE 2. RECOGNITION

The City recognizes the Englewood Police Benefit Association as the employee organization certified by the City of Englewood as the exclusive representative for sworn Police employees within the following bargaining unit:

Included: All full-time, classified sworn police officers below the rank of Sergeant of the City Police Department (“Employee” or “Officer”). (See City Charter, Article XV. 137:2 (b), (c)).

Excluded: All others.

### ARTICLE 3. EMPLOYEE RIGHTS

- A. A full-time classified employee who is not a confidential employee, a managerial employee, or a supervisor shall have the right:
  - 1. To form, join, support or participate in, or to refrain from forming, joining, supporting, or participating in any employee organization or its lawful activities.
  - 2. Bargain collectively through their certified employee representative.
  - 3. No employee shall be interfered with, restrained, coerced or discriminated against because of the exercise of these rights nor shall the right of an individual employee to discuss employment concerns with the City be infringed upon.
- B. The City and the Englewood Police Benefit Association mutually agree that a fair and impartial investigation of officers is deemed appropriate and necessary. A written policy has been developed and included in the operations manual specifically addressing the issue of administrative and criminal investigations and employee rights. No changes will be made in this policy without prior consultation and review with association representative(s).
- C. The City will provide bargaining unit employees a total annual bank, not to exceed two hundred (200) hours for use to attend FOP sponsored training or conferences. All costs shall be borne by the EPBA. All trainings shall be approved by the Chief, provided that sufficient staffing exists to meet the needs of the Department.

#### ARTICLE 4. SENIORITY

For the purposes of this Contract, seniority shall be determined by length of continuous full-time service with the City Police Department beginning on the date the employee is sworn in as a police officer. In cases where two or more employees have the same hire date, the badge number as issued by the Department shall establish priority of position on the seniority list. Employees shall not continue to accrue seniority while laid off, and seniority will terminate when an employee has been laid off for a period of twelve (12) months.

After an employee successfully completes the probationary period, their name shall appear on the seniority list as of the first date of hire.

The seniority of an employee shall terminate under any of the following conditions:

- When a laid off employee fails to give notice of the employee's intent to return to work within seven (7) calendar days after the City has sent, to the employee's last known address on file with the City, a certified letter requesting the employee's return to work.
- When the employee gives notice but fails to return to work within seven (7) calendar days after the aforesaid letter has been sent to the employee.
- When the employee's employment with the City is terminated for any reason, provided that if the employee is subsequently reinstated, his or her seniority shall be restored as if he or she had never been terminated.
- When an employee is on leave of absence as provided under Article 22, Leaves of Absence (Without Pay).
- If an employee is absent for three (3) consecutive regularly scheduled working days without notifying the Police Chief or immediate supervisor prior to such three (3) days' absence without good cause as determined by the Police Chief.
- Failure to return to work after expiration of a formal leave of absence.
- An employee rehired but whose absence from City employment was less than eighteen (18) months will have their prior accrued seniority with the retirement plan restored.
- An employee rehired, but whose absence from City employment was less than twelve (12) months will have their prior accrued seniority restored with regard to all other City benefits. Such employees shall begin to accrue additional seniority as of the date the employee received the formal job offer from the City.

## ARTICLE 5. HOURS OF WORK

The Police Department shall observe office and working hours necessary for the efficient transaction of their respective services.

### A. Work Period

A work period is a regular recurring period of fourteen (14) consecutive twenty-four (24) hour periods as defined by the City's Payroll Schedule.

### B. Work Schedule

The workweek need not be the same as the calendar week. The workweek may begin on any day of the week and any hour of the day and need not be the same for all employees. For Officers assigned to the Investigations Bureau, the work schedule, including roll call and meal periods, shall consist of five (5) eight (8) hour work days. Investigations personnel shall be permitted to "flex" their schedules and work four (4) ten (10) hour work days with supervisor approval. For officers assigned to the Uniform Patrol Bureau, Traffic and the Impact Team, the work schedule, including roll call and meal periods, shall consist of four (4) ten (10) hour work days. Any change in an officer's bid or assigned schedule (starting time, quitting time, scheduled days off) will be made in accordance with paragraph C except schedule changes may be made without notice if the affected officer agrees.

The City agrees to review with Association representative's issues and concerns regarding the method and possible compensation associated with schedule changes.

### C. Changing Work Schedules

The Chief of Police may change the work schedule to meet the needs of the Organization. In such circumstances, the Chief shall provide a minimum of five (5) days notice to the Association. Work schedules may be changed without advance notice in the case of emergencies as determined by the Police Chief. When an employee's work schedule is changed for purposes of training, special instruction, etc., the supervisor shall make a reasonable effort to accommodate the employee's interests concerning the scheduled change.

### D. Staffing

The need for an appropriate level of staffing is recognized by the City for the purpose of efficiency and safety. The Police Department will address this issue in Department policy.

E. Meal Periods

Officers shall be granted a paid meal period of thirty (30) minutes for each eight (8) hour work shift. Employees working a ten (10) hour work shift shall be allowed a paid forty-five (45) minute meal period. An employee may conduct personal business during the meal period. The meal period shall be authorized and controlled by the employee's supervisor.

F. Rest Periods

Employees shall be granted a paid rest period not to exceed fifteen (15) minutes during approximately the first one-half of the employee's regular work day and an additional fifteen (15) minutes rest break approximately in the second one-half of the work day. Rest periods shall be authorized and controlled by the employee's supervisor.

## ARTICLE 6. BIDDING PROCEDURES FOR SHIFT ASSIGNMENT

### Bidding for Watches and Days Off

- A. Seniority applicable to the seniority bid process will be determined in accordance with the total length of continuous employment as a Police Officer with the City of Englewood. Prior City employment in other than a Police Officer capacity will not apply toward seniority. Probationary employees will not be included in the bid process.
- B. The seniority bid system will be applicable to personnel assigned to the Uniform Patrol Bureau only, and will not be authorized in any other bureau or special assignment.
- C. The Uniform Patrol Bureau Commander will develop and post a schedule prior to each year for a twelve-month period.
- D. The bid process will begin on September 1<sup>st</sup> of each year and shall be completed by October 31<sup>st</sup> of each year. Employees will have one (1) calendar day to submit their bid request upon being notified that it is their turn to bid. Employees who bid during working hours will submit their bid prior to the end of their shift. The bid request shall consist of the employee's choice of shift assignment, days off and any seniority vacation and/or holiday requests as provided under Article 15 and Article 16. Employees' time for participating in the bid process shall not be considered hours worked for purposes of calculating overtime. The Uniform Patrol Bureau Commander shall make reasonable efforts to keep employees apprised of the status of the bid process.
- E. There will be a total of five (5) non-biddable positions which shall consist of two (2) non-biddable positions on Watch I and three (3) non-biddable positions on Watch II. Non-biddable positions shall not have any combination of Friday, Saturday or Sundays as the positions' regular days off unless agreed to by the Association and the Uniform Patrol Bureau Commander. The bidding process will begin with the most senior Police Officer bidding the positions of his/her choice. In descending order of seniority, each remaining Police Officer will have choice of the remaining biddable positions. The Uniform Patrol Bureau Commander may open the bid for any or all of the non-biddable positions at his discretion.

Employees may request non-biddable positions and an attempt will be made to accommodate them, but such positions will be assigned at the discretion of the division commander. If an employee fails to submit a bid in accordance with the bidding procedure, the employee will relinquish the opportunity to bid by seniority, and will be assigned at the discretion of the Uniform Patrol Bureau Commander.

- F. When a vacancy in Patrol occurs during the bid year due to a resignation, termination, promotion or a bid of a vacant position in accordance with this section, the Department shall place the vacant position up for bid for three (3) calendar days by posting notice of the vacancy via department email. The notice shall include a description of the vacant position and the deadline for submitting the bid to the Uniform Patrol Bureau Commander. Once the three (3) days expires, the Department shall review the submitted bids and the position shall be awarded to the most senior bidder. There shall be a maximum of two (2) total bids allowed, including the initial bid for the initial vacancy. Additional bids may be authorized at

the discretion of the Uniform Patrol Bureau Commander.

- G. An employee in another assignment, who is reassigned to the Uniform Patrol Bureau will occupy the position vacated by the employee they are replacing. If other positions are available, the employee may request assignment to such positions, but may only be assigned at the discretion of the Uniform Patrol Bureau Commander. The employee will then be allowed to bid at the next bid process.
- H. Employees, who wish to permanently trade work schedules, shall submit a request, in writing, to the Uniform Patrol Bureau Commander, who must approve all shift trades. Prior to such submission, the employees in question shall contact, via department email, any affected employees on the seniority list to determine whether any more senior employees are interested in shifts involved in the trade. All responses from affected employees shall be delivered to the Uniform Patrol Bureau Commander for review. The involved employees shall be responsible for accommodating any more senior employee's desire to fill a shift involved in the trade. If the involved employees are unable to accommodate the more senior employees, the trade will not be approved.

It is further understood that should a schedule change for unforeseen emergency circumstances arise, employees may be assigned by the Uniform Patrol Bureau Commander from one shift to the other to handle whatever emergency situation exists during the duration of the emergency.

## ARTICLE 7. SPECIAL ASSIGNMENT/OPTIONAL DUTY

Special Assignment means any assignment, other than Patrol, in which an employee serves in a full time capacity. Special Assignments include, Detective, Professional Standards Bureau Investigator, School Resource Officer, Traffic Officer, Impact Team and any other assignment that falls within the definition of Special Assignment.

Optional Duty means any duty that is in addition to an employee's full-time assignment. Optional Duties include, but are not limited to: Armorer, SWAT Officer, Negotiator, Field Training Officer, Crime Scene Investigator, and Skills Instructors such as Firearms, Arrest Control, etc.

The Department will maintain a written process for selection and service, including performance of employees for special assignments in the Police Operations Manual. A copy of the written process shall be provided to the Association for review at least fourteen (14) calendar days prior to it being disseminated to employees of the Department.

The Police Chief will consult with the Association regarding any future changes to the selection process.

Employees, who voluntarily accept a Special Assignment or Optional Duty, shall be permitted to withdraw from the Special Assignment or Optional Duty, upon request provided the officer gives at least ninety (90) days advance notice. Employees who are required to fill a Special Assignment or Optional Duty involuntarily shall not be required to do so for more than one (1) calendar year.

## ARTICLE 8. LAYOFF

Whenever there is lack of work, lack of funds, or under conditions where the City determines continued work would be inefficient or non-productive the appointing authority shall designate the positions in which the layoff is to be made.

The order of layoff shall be determined by the City Manager on the basis of the quality and length of service provided by the employees in the affected areas. Quality of work will include the employee's total employment record. This record includes annual performance evaluations, commendations, disciplinary actions, education, training, etc. Any employees who have not yet achieved permanent or regular status or who have less than twelve (12) months of full-time employment with the City shall be laid off first, regardless of performance. Permanent employees who are laid off have the right to be reemployed as a police officer, in inverse order of layoff, provided that such recall occurs within eighteen (18) months of layoff and the employee continues to meet the qualifications for that position. Laid off employees will stay on the recall list for eighteen (18) months. In the event the quality and length of service are equal, seniority shall prevail. The recall list shall terminate after eighteen (18) months. If financial conditions warrant and at the discretion of the Police Chief, an employee, recalled from layoff to a classification lower than that held at the time of the layoff, may be moved up to the highest classification previously held at an accelerated pace.

Employees shall not continue to accrue service credit, including seniority, or be eligible for any City benefits during layoff. In the event of a layoff, affected employees will be given as much advance notice as possible.

ARTICLE 9. COMPENSATION

A. **2018 Salary Schedule** Regular Straight Time Hourly Rate:

Classification	Hourly Rate	Annual Salary
Police Officer 1st Class	\$ 41.84	\$
Police Officer 2nd Class	\$ 38.04	\$ 79,142.78
Police Officer 3rd Class	\$ 34.58	\$ 71,932.28
Police Officer 4th Class	\$ 31.49	\$ 65,498.96
Police Officer Probationary	\$ 29.56	\$ 61,483.54
Police Academy Trainee	\$ 27.27	\$ 56,712.52

B. On January 1, 2019, the officers shall receive a three and one half percent (3.5%) annual wage increase and the salary schedule above shall be adjusted to reflect this annual increases for all classifications.

C. On January 1, 2020, the officers shall receive a three and one half percent (3.5%) annual wage increase and the salary schedule above shall be adjusted to reflect this annual increases for all classifications.

D. For purposes of a comparison of wages, hours, benefits and other terms or conditions of employment of bargaining unit members in future negotiations and proceedings under the Section 137:1 et seq. of the City Charter, the parties agree that the following shall be used as comparable jurisdictions: Arvada, Aurora, Boulder, Commerce City, Denver, Greenwood Village, Lakewood, Littleton, Longmont and Thornton.

E. Class Increase

The wage increase provided for Police Officer 4th Class through 1st Class shall not be considered automatic, but rather based upon meritorious service. Said class increase may be granted or denied to any individual Police Officer upon recommendation of the Police Chief and with the approval of the City Manager or designee upon written notice to such individual Police Officer. The date in which the class increase is approved shall determine the new class anniversary date.

F. Stipends

Field Training Officers (FTO)/Master Police Officer (MPO)

Employees, who are assigned as Master Police Officers (MPO), shall be compensated at two (2) hours at their overtime rate for each day that they serve in that capacity. Employees, who are assigned as Field Training Officers (FTO), shall be compensated at one (1) hour at their overtime rate for each day that they serve in that capacity.

## ARTICLE 10. MERIT PAY

- A. Each Police Officer I shall be eligible for merit pay in an amount determined by the Police Chief, up to a total of \$1,000.
- B. Such merit pay shall be awarded in the exercise of the Chief's discretion, based upon specific written objective and subjective performance criteria developed by the Chief. The Chief shall consult with the Association regarding the criteria and the criteria will be made available to employees.
- C. Eligible employees who believe they meet the criteria for such an award shall submit their application through their immediate supervisor for review by the Merit Pay Review Committee on or before the employee's employment annual evaluation date (date of hire). The Committee shall make a recommendation to the Chief regarding the amount of the merit pay, if any, to be awarded to the employee. The amount recommended shall not exceed the amount set forth in Paragraph A, above. The Chief shall promptly consider and make a determination as to each such recommendation.

## ARTICLE 11. OVERTIME WORK

- A. Employees covered by this Contract shall be compensated at time and one-half (1 ½) the employee's regular hourly rate of pay for all assigned hours worked over and above their regular DAILY work schedule.
- B. Overtime shall not be pyramided, compounded or paid twice for the same hours worked.
- C. The City retains the right to assign overtime work to any employee qualified to perform the work.
- D. Overtime available during a given watch shall be offered on a voluntary basis to uniformed officers working during the preceding or succeeding watch, as determined by the watch supervisor, in order of seniority. If no officer accepts, the least senior officer may be required to work the overtime, an accommodation may be authorized, or the City may, at its discretion, call any officer in to work the overtime.
- E. Employees who work overtime, call back, and/or standby hours may, in lieu of pay, take compensatory time off upon mutual agreement between the employee and the employee's supervisor. If there is no mutual agreement, the employee shall be paid. Members of the bargaining unit may accrue a maximum of eighty (80) hours of compensatory time to be utilized in accordance with City of Englewood Policy #46 (Compensatory Time). Compensatory time is to be compensated at the rate of one and one-half hours of time off for each one hour of overtime, call back, or standby worked in excess of the daily scheduled work shift.
- F. Employees who attend firearms qualification on their off-duty time will be guaranteed two (2) hours overtime pay whether they qualify or not. Employees who have already qualified, shall not be compensated for any additional time spent on the range.

## ARTICLE 12. CALL BACK

- A. An employee on off-duty status who is called back to duty for a non-emergency situation shall be credited with a minimum of two(2) hours of pay at the rate of one and one-half (1 ½) the employee's regular hourly wage rate. An employee on off-duty status who is called back to duty for an emergency situation where the employee is contacted and required to immediately report to work shall be credited with a minimum of two and one-half (2 ½) hours of pay at the rate of one and one-half (1 ½) the employee's regular hourly wage rate or actual time worked, whichever is greater.
- B. Should any employee be required to testify before any court or divisional administrative hearing as a result of his/her official duties with the City, the time spent by such employee in providing such testimony shall be considered to be work time. If such appearance for testimony is at a time when the employee would otherwise be off duty, the employee shall be paid as provided under Section A and B above. The employee shall pay to the City all witness fees, and other compensation paid to the employee in conjunction with so testifying excluding mileage fees. An employee who is called for witness duty shall present to their supervisor the original summons or subpoena from the court or at the conclusion of such duty, shall provide a signed statement from the clerk of the court, or other evidence indicating the amount of time his/her person was required.
- C. When an employee is subpoenaed as a witness in private litigation to testify, not in his/her official capacity but as an individual, the time absent by reasons thereof shall be taken as any accrued leave or leave without pay, if all accrued leave is exhausted.

### ARTICLE 13. STANDBY

Employees assigned to standby duty shall be credited with two and one-half (2 ½) hours of pay at the overtime rate of pay for each twenty-four (24) hour period, during which they are on standby.

Employees assigned to standby for less than a twenty-four (24) hour continuous period shall be credited with one (1) hour of pay at the overtime rate for each such assignment.

## ARTICLE 14. CLOTHING ALLOWANCE

- A. The City shall furnish, or reimburse the cost of uniforms, including leather gear, insignias, duty footwear and clothing, required while on duty, and shall pay all costs of maintenance, repair and cleaning thereof, provided that reimbursement of such costs shall not be required if approval of the Police Chief is not obtained in advance of purchase. All employees assigned to non-uniform positions for a period of thirty (30) days or more and not required to be in uniform during work, shall receive a clothing allowance as follows:
1. Upon initial assignment to a non-uniform position, the employee shall receive a lump sum of \$1200 to cover the initial cost of purchasing clothing for the first year of the employee's assignment. Employees, who leave non-uniform position voluntarily within the first year of their assignment, shall repay the clothing allowance at \$100 per month for every entire month remaining in the first year of their assignment.
  2. After the first year of their assignment to a non-uniform position, officers shall receive \$100 per month for each month that they remain in the non-uniform assignment.
- B. The employee shall be responsible for all lost or stolen items identified above, or damage to the same, as a result of the employee's negligence or deliberate act.
- C. The City will provide on a replacement basis a high quality bullet proof vest. Any bullet resistant vest issued after January 1, 2015 shall meet the minimum standard of level II (A) on the National Institute of Justice's Standard for Bullet Resistant Vests. At the employee's option, a level III (A) vest will be provided at no additional cost to the employee. Replacement shall be made 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. In the event of specialized or customized vests, the City will pay the same dollar amount for the City issued and authorized vest with the employee paying the differences in cost.
- D. All uniformed employees shall be annually reimbursed the cost of one pair of duty footwear up to a maximum of \$200. Officers shall present a receipt for the footwear to the City before receiving the reimbursement.
- E. Except in the case of the employee's personal negligence, employees shall be fully reimbursed for any department approved firearm, prescription eyewear, or flashlight, purchased by the employee that is damaged or destroyed in the performance of the employee's official duties; or any department approved firearm purchased by the employee that is seized as evidence and not returned to the employee within 30 days of seizure. Employees shall be furnished with or reimbursed for the costs of replacement batteries for flashlights and weapon sights. Employees must seek supervisory approval before purchasing replacement batteries and shall provide proper receipts to be eligible for reimbursement.

ARTICLE 15. ANNUAL LEAVE

Employees shall earn annual leave at the following rates.

<u>Length of Service</u>	<u>Hours per Year</u>
0-4 years	100
5-9 years	120
10-19 years	160
20-24 years	170
25 years or more	180

The earning limits for annual leave shall be as follows:

<u>Length of Service</u>	<u>Hours</u>
0-4 years	240
5-9 years	288
10-19 years	368
20 and above	428

- A. Annual leave shall not be granted to any employee until after completion of six (6) months consecutive service with the City.
- B. The schedule for use of annual leave shall be determined by the needs of the department. Annual leave shall be taken at a time convenient to and approved by the Police Chief. (See City of Englewood Administrative Policy 30, "Annual Leave", for further details.)

Annual Leave Pay

The rate of annual leave pay shall be the employee's regular straight time hourly rate of pay for the employee's regular job. Annual leave shall be allowed only to the total hourly amount accumulated during the pay period in which the leave is taken.

Work During Annual Leave

If after the employee has begun their annual leave and the City requires the employee to work during the scheduled annual leave period, the employee shall be compensated as follows:

- A. The employee shall be paid for all hours worked at the overtime rate.
- B. The employee shall not be charged with annual leave for the number of hours worked.

### Usage

The maximum use of annual leave shall be no greater than the amount accumulated by the employee during the pay period in which the leave is taken, and in no event shall the annual leave exceed four (4) consecutive weeks unless otherwise authorized by the Police Chief.

### Annual Leave Pay Upon Separation

Any employee who is separated from the service of the City, i.e., retirement, termination (if employee has completed six (6) months of continuous service with the City), or layoff, shall be compensated for the unused annual leave time accumulated at the time of separation at the employee's regular hourly wage rate. Annual leave is not to be used to extend an employee's date of separation.

### Bidding for Annual Leave

Each officer will bid one annual leave, by seniority, for the year's period, January 1st through December 31st. Additional annual leave periods will be granted, on a first requested basis, only after all seniority-bid annual leaves have been scheduled.

The bidding process for annual leave will begin on September 1 of each year and shall be completed by October 31 of each year as scheduled by the Uniform Patrol Bureau Commander.

Annual leaves are expected to be scheduled in good faith by each employee and shall specify the exact dates desired. All seniority bid for annual leave shall consist of consecutive days up to 120 hours, but in no event shall seniority annual leave exceed 120 hours unless approved by the Uniform Patrol Bureau Commander.

Annual leave will be administered at the discretion of the Police Chief or designee for personnel assigned to any other Bureau(s).

ARTICLE 16. HOLIDAYS

- A. Officers assigned to the Uniform Patrol Bureau shall be scheduled for one hundred (100) hours of holiday time with pay per calendar year. Scheduling will be made with the approval of the Police Chief or designee.

Bidding for holidays will commence during the annual bidding process and will be bid by seniority after the completion of all seniority annual leave bid. Annual leave shall take priority over holidays. Employees may bid a minimum of 10 (ten) hours of holiday time up to a maximum of 40 (forty) hours. Holidays bid do not have to be bid in consecutive days. Any holidays not scheduled by August 1 of that year may be assigned at the discretion of the Uniform Patrol Bureau Commander.

- B. Officers assigned to the Investigative Services Bureau will be granted one hundred (100) hours of time off on the regularly observed City holidays. If a holiday falls on one of their regularly scheduled days off, these employees will be given an alternate day off. These officers may also be granted a “floating holiday” option. They may be allowed to exchange any of the below listed holidays for any other day in the year he/she is normally scheduled to work. Scheduling will be made with the approval of the Police Chief or designee. The following shall be designated holidays for bargaining unit members:

Martin Luther King Day	President’s Day	Memorial Day
Independence Day	Labor Day	
Thanksgiving Day	Friday after Thanksgiving	Christmas Eve
Christmas Day	New Years Eve	

- C. In addition to the holiday time provided herein, employees, who are required to work on a designated holiday, shall be paid at their overtime rate for any shift that begins or ends on a designated holiday, provided that employees shall only be paid the overtime rate for one (1) holiday shift per designated holiday.
- D. If after the employee has begun their holiday and the City requires the employee to work during the scheduled holiday period, the employee shall be compensated as follows:
  - 1. The employee shall be paid for all hours worked at the overtime rate.
  - 2. The employee shall not be charged with holiday time for the number of hours worked.
- E. When a new officer is hired, he/she receives an initial prorated holiday leave balance. When an officer terminates before the end of the year, holiday leave cash out will be prorated. If a current officer does not use all of his/her holiday leave by December 31<sup>st</sup> of a given year, the unused portion will be forfeited.

- F. Holiday leave will be administered at the discretion of the Police Chief or designee for personnel assigned to any other Bureau(s).

## ARTICLE 17. ADMINISTRATIVE LEAVE

Administrative leave with pay may be granted to an employee at the discretion of the Police Chief or designee. This leave is used when granting the leave is in the best interests of the City and/or employee because the Chief or his/her designee determine the employee should temporarily be relieved or otherwise excused from duty.

## ARTICLE 18. FUNERAL LEAVE

The Police Chief shall grant leave with pay to an employee to attend the funeral of a member of the employee's family. The number of days granted shall be governed by the circumstances of the case, but in no event shall they exceed seven (7) calendar days. For the purpose of this section, "employee's family" shall mean the employee's spouse, or the children, grandchildren, parents, grandparents, brothers and sisters of the employee or of the employee's spouse.

ARTICLE 19. RESERVED

ARTICLE 20 SICK LEAVE

- A. **Accrual of Sick Leave.** On January 1, 2019, Officers in the bargaining unit will accrue sick leave at a rate of ten (10) hours per each month of employment with the City. While on leave, officers shall accrue sick leave unless the employee is on unpaid leave of absence.
- B. **Initial Sick Leave Allotment.** To account for the elimination of Short Term Disability, all current officers as of January 1, 2019 shall receive an initial allotment seventy (70) hours of sick leave for each full year of service with the Department. (Example 5 year officer receives 5 x 70= 350 hours). Those sick leave amounts will be placed in the officer's sick leave banks.
- C. **Use of Sick Leave.** Sick leave shall be used for the following:
  - 1. To address the officer's mental or physical illness not arising from employment with the City;
  - 2. To attend officer's or children's medical or dental appointments; or
  - 3. To care for an immediate family member who is ill.

For purposes of this section, "immediate family member" shall mean employee's spouse, or the children, grandchildren, parents, grandparents, brother and sisters of the employee or of the employees spouse.

**D. Utilization of Sick Leave:**

- 1. **Notice.** Regular employees wishing to take sick leave must notify the officer's immediate supervisor, or other individual designated by the Chief, of the need to take sick leave and the expected duration of the leave. Employee will not be required to disclose the nature of the illness.
  - 2. **Authorization of Sick Leave.** Paid sick leave will only be granted to an officer who has accumulated the hours necessary for the leave. Sick leave may not be granted before it is accrued.
- E. **Sick Leave Payout at the Time of Resignation or Retirement.** Employees, will not be compensated for any sick leave hours unused at the time of resignation, retirement, or termination for any other reason.
  - F. **Catastrophic Illness Leave:** Officers, who are suffering from a catastrophic illness or injury, shall be provided up to two hundred and fifty (250) hours of additional paid leave once all the employee's sick, annual and holiday leave has been exhausted. For purposes of this Section, Catastrophic illness or injury shall be defined as illness or injury of an unusually long duration (more than two consecutive months) that causes severe organ, joint, skeletal or muscle dysfunction or potential death.

## ARTICLE 21. WORKERS' COMPENSATION

- A. For any on-the-job injury which causes any employee to be absent from work as a result of such injury, the City shall pay to such employee his/her full wages from the first day of his/her absence from work up to and including the 90th calendar day of such absence, less whatever sums received by the employee as disability wages under workers' compensation. After exhaustion of the ninety (90) days if the employee is still disabled, he/she can utilize leave under the provisions of Article 24. The City reserves the right to require any employee on injury or disability leave to submit to an examination(s) by City-appointed physician(s) at the City's expense or under the provision of workers' compensation or the retirement/pension provisions as provided under State Statute.
- B. All injuries that occur during working hours shall be reported to the employee's supervisor within 24 hours of the injury or before the employee leaves their department of employment unless circumstances beyond the control of the employee would not permit.
- C. During the term of this Agreement, the City shall pay one-half (1/2) of the state-mandated contribution for death and disability pursuant to § 31-31-811(4), C.R.S., for officers hired after January 1, 1997.
- D. When a member of the bargaining unit is killed in the line of duty or dies from injuries sustained in the line of duty, the City shall pay the cost of reasonable funeral expenses incurred by the survivors up to a maximum of ten thousand dollars (\$10,000). This amount shall be offset by any other payments provided by Colorado Workers' Compensation or any other insurance agency or organization.

## ARTICLE 22. INSURANCE

### A. MEDICAL

The City will pay ninety percent (90%) of the premium cost for “employee only” coverage, eighty-five percent (85%) of the premium cost for “employee plus one” coverage and eighty percent (80%) of “family” coverage for the medical insurance plan designated as the basic City plan. Employees will pay 10%, 15% or 20% of the premium cost.

If the City offers any optional medical insurance plan(s), the employee will pay the difference between the City’s contribution described above and the premium cost of the optional plan chosen.

### B. DENTAL

The City will pay ninety percent (90%) of the premium cost for “employee only” coverage, eighty-five percent (85%) of the premium cost for “employee plus one” coverage and eighty percent (80%) of “family” coverage for dental insurance. Employees will pay 10%, 15% or 20% of the premium cost.

### C. LIFE

Term life insurance will be provided by the City for employees covered by this Contract in an amount equal to one year of the employee's salary as specified in Article 9, Compensation, B. or C., whichever applies.

### D. Any dispute concerning the interpretation or application of benefits provided under the health or dental plans shall be subject to the plan appeal process. It is expressly understood that this article is a non-greivable item under this Contract.

ARTICLE 23. RETIREE HEALTH INSURANCE ASSISTANCE

It is understood and agreed by both parties that any referral to health insurance for retirees or future retirees is not to be construed as a part of this Contract. The City agrees to pay the retiree \$75.00 per month for employees who retired on or before December 31, 1994; and \$100.00 per month for employees who retire on or after January 1, 1995.

## ARTICLE 24. PENSION/RETIREMENT PLANS

Officers hired before May 20, 2013 shall contribute 10% of their base wages into the Fire and Police Pension Association of Colorado (FPPA) Statewide Defined Benefit Plan and the City shall contribute 10% of each officer's base wages into the FPPA Statewide Defined Benefit Plan. Officers who were hired before May 20, 2013, but remained in either the ICMA-RC Money Purchase Plan or converted to the FPPA Money Purchase portion of the FPPA Hybrid Plan or the FPPA Hybrid Plan shall contribute 10% of their base wages into the plan and the City shall contribute 10% of each officer's base wages into the plan.

Officers hired after May 20, 2013 shall be enrolled in FPPA's Statewide Defined Benefit Plan and they shall contribute 8% of their base wages into the plan and the City shall contribute 8% of their base wages into the plan. The plan documents for the City of Englewood ICMA Retirement Corporation 401(a) Money Purchase Plan and the FPPA Plans will be available for inspection in the Department of Finance and Administrative Services. FPPA plan information is available on FPPA's website at: [www.fppaco.org](http://www.fppaco.org).

## ARTICLE 25. RULES AND REGULATIONS

- A. Except as limited by the express terms of this Contract, the City retains the right to promulgate reasonable rules, regulations, policies, procedures and directives. Said rules, regulations, policies, and procedures and directives which are an alleged violation of this Contract shall be subject to the grievance procedure.
- B. The City agrees to meet and confer in a timely manner with the Association concerning the formulation of changes of rules and regulations, policies, procedures and directives.

## ARTICLE 26. DUES DEDUCTION

- A. The City agrees to deduct the Association dues once each pay period from the pay of those employees who individually request in writing that such deductions be made, subject to the garnishment laws of the State of Colorado. The amounts to be deducted shall be certified to the City Director of Human Resources by the Treasurer of the Association, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer by the 15th of the succeeding month, after such deductions are made. The authorization shall be revocable during the term of the Contract, upon a thirty (30) day written notice by the employee to the City Finance and Administrative Services Director.
- B. If no wages are paid an authorized employee on the last pay period of a given pay period, deduction for that pay period will be made from any wages which may be paid to him/her on the next succeeding final monthly City pay period. It is expressly understood that the City assumes no liability and shall not be liable for the collection or payment to the Association of any dues during any time that an employee is not actually working for the City and actually on the payroll of the City. In the event of error on the check-off list or missed deduction, the City will not be responsible to make adjustments, until notified by the Treasurer of the Association.
- C. The Association shall indemnify and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provision of this Article.
- D. Changes in the dues amount to be deducted shall be limited to two (2) changes each year, and provided a thirty (30) day written notice is provided the City Director of Human Resources.
- E. Should the change in the deduction amount or method require a computer programming change, the Association shall be responsible for 100% of the cost of such change or changes. The City and the EBPA shall discuss and agree upon any necessary programming changes and the associated costs before any such work begins. Payment from the Association shall be made to the City Director of Human Resources within ten (10) days of receipt of billing.

## ARTICLE 27. ASSOCIATION ACTIVITIES

The City agrees that during working hours on the City premises and without loss of pay, Association representatives may be allowed to: attend Association-management meetings; attend negotiation sessions; post Association notices on City designated bulletin boards; solicit Association memberships during employee's non-work time; and represent employees on grievances and disciplinary matters provided the work load permits as determined by the Police Chief or designated representative and requires no overtime pay.

## ARTICLE 28. LETTER OF CORRECTIVE ACTION

- A. Examples of reasons that may result in an oral or written corrective action are listed under City of Englewood Administrative Policy Manual, Policy #25, "Corrective and Disciplinary Action", and the Englewood Police Department Operation Manual, Sections 3.1, "Code of Conduct" and 3.2, "Discipline".
- B. The employee shall have the opportunity to submit written comments in response to any written corrective action which is to be included in the employee's official personnel file.
- C. The employee retains the right to request an administrative review of any written corrective action which is to be included in the employee's official personnel file. The Police Chief shall determine this administrative review procedure. A representative of the EPBA may be included in this administrative review process at the employee's request. Written findings of this administrative review shall be placed in the employee's official personnel file.
- D. This Article shall not be grievable under this Contract.

## ARTICLE 29. DISCIPLINARY ACTION

Disciplinary actions are those personnel actions administered against an employee for an offensive act or poor job performance, which actions adversely affect the current pay, current status, or tenure of the employee.

1. Disciplinary action penalties include suspension, demotion, and discharge of an employee.
2. Disciplinary action may be administered concurrently with corrective actions.
3. Reasons for disciplinary action are defined under City of Englewood Administrative Policy Manual, Policy #25, "Corrective and Disciplinary Action" and the Police Operations Manual: 3.1, "Code of Conduct" and 3.2, "Discipline".

An employee at his/her discretion, shall be entitled to one (1) Association representative of his/her choosing during any proceeding (e.g. hearing, pre-disciplinary, or disciplinary hearing) which the employee reasonably believes could result in disciplinary action. The employee may choose to have an Association attorney serve as his/her representative. In the event the employee's chosen representative is unavailable, the employee shall use another available representative in his or her place.

## ARTICLE 30. GRIEVANCE PROCEDURE

A grievance is defined as an alleged violation concerning the interpretation or application of a specific provision of this Contract. The employee and the Association shall be required to follow the procedure as set out below.

### Step 1

If the employee/Association is unable to settle the grievance or dispute orally and informally through his/her immediate supervisor within seven (7) calendar days of the date of the occurrence of the grievance, or the employee's knowledge of it, the employee may within the succeeding seven (7) calendar days file a written grievance with his/her supervisor. The supervisor shall attempt to resolve the matter and shall respond in writing to the employee within seven (7) calendar days. An Association or general grievance shall be presented directly by the President of EPBA or his designee to the Police Chief.

### Step 2

If the grievance still remains unresolved, it shall be presented by the employee to the Police Chief or designee in writing within fourteen (14) calendar days following receipt of the supervisor's response. The Police Chief shall respond in writing within fourteen (14) calendar days.

### Step 3

If the grievance still remains unresolved, it shall be presented by the employee to the City Manager in writing within fourteen (14) calendar days following receipt of the Police Chief's response. The City Manager or his/her designated representative shall respond in writing within fourteen (14) calendar days.

### Step 4

If the grievance is still unresolved, the employee within fourteen (14) calendar days after the reply of the City Manager or his/her designated representative, may by written notice request the matter be heard by an arbitrator. If within five days of the request for arbitration the Association and the City cannot mutually agree on an impartial arbitrator, a request will be filed with the Federal Mediation and Conciliation Service (FMCS) for a panel of seven arbitrators to be sent to the parties. The arbitrator shall be selected by a method of alternative striking of names from the panel, with the first strike determined by a coin flip. The final name left on the panel shall be the arbitrator. The arbitrator shall be requested to issue a decision within thirty (30) days after conclusion of testimony and argument.

Each party shall be responsible for compensation to its own representatives and witnesses. The fees of the arbitrator shall be shared equally by the Association and the City. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for the record and makes copies available to the arbitrator. If the other party wishes to have a copy of the transcript, it shall share equally all costs of the transcript.

Failure by an employee or the Association to comply with any time limitation shall constitute a settlement of the grievance. Should the employer not respond within the prescribed time, the grievance will automatically proceed to the next step. At the employee's option, the employer may be allowed additional time to respond.

#### Authority of Arbitrator

The arbitrator shall have no power to add to or subtract from or change the terms of this Contract. The written decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall limit his/her decision strictly to the grievance submitted which has been properly processed through the grievance procedure outlined.

#### Processing Grievance During Working Hours

Grievances may be investigated and processed by the employee and one (1) on-duty Association representative at the employee's request during working hours within reasonable time limits without loss of pay provided notice is given and the work load permits.

ARTICLE 31. EXCLUSIVENESS OF CONTRACT

The City and the Association agree that the terms and provisions herein contained constitute the entire Contract between the parties and supercede all previous communications, representatives and agreements, either verbal or written, between the parties with respect to the subject matter herein. The City and the Association agree that all negotiable items have been discussed during the negotiations leading to this Contract and therefore, agree that negotiations will not be reopened on any item during the life of this Contract except by mutual agreement of the parties.

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 \_\_\_\_\_, 2018 at Englewood, Colorado

CITY OF ENGLEWOOD

ENGLEWOOD POLICE BENEFIT  
ASSOCIATION

\_\_\_\_\_  
Joseph Jefferson, Mayor

\_\_\_\_\_  
Dirk Smith, President

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Manager



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