

AGREEMENT BETWEEN
LITTLETON CITY MANAGER'S OFFICE
AND
LITTLETON POLICE OFFICERS ASSOCIATION

EFFECTIVE:
JANUARY 1, 2019 THROUGH DECEMBER 31, 2020



Final:

ARTICLE 1: PREAMBLE

This Agreement is entered into by and between the Littleton City Manager's office, Littleton, Colorado, hereinafter referred to as the "City," and the Littleton Police Officers Association (LPOA), hereinafter referred to as the "Association."

It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Association, to provide for any equitable resolution of differences, which may arise, and to establish proper standards of wages, hours, and other terms and conditions of employment.

In the event of a conflict between any provisions of this Agreement and Federal and State law, the City Charter, City Council resolutions or ordinances, and City administrative rules, regulations, policies and procedures, the applicable law, Charter, resolutions, ordinances rules, regulations, policies and procedures shall control. Notwithstanding the foregoing, no administrative rules, regulations, policies, or procedures of the City of Littleton, shall modify wage scales (except to establish pension contribution rates) or benefits (which shall be offered according to the terms of the respective benefit plans) unless necessary in order to comply with the provisions of Article X, Section 20 of the Colorado Constitution, a/k/a the Taxpayers' Bill of Rights (hereinafter "TABOR"). If the City determines that a reduction of wages, as set forth in this Agreement, is required to bring the City into compliance with the spending provisions of TABOR, including any amendments to said article and section, no reduction shall occur prior to the following:

The City shall notify the Association at least 30 days in advance of the effective date of the proposed wage reduction and a meeting to reopen wage discussions shall be arranged at a mutually satisfactory time between the Association and the City within ten (10) regularly scheduled working days of notification by the City.

If no wage agreement is reached between the City and the Association within 30 regularly scheduled working days following notification by the City, and the City still deems it necessary to implement wage reductions to comply with TABOR, the City's wage reduction shall be implemented for the applicable fiscal year, provided however, any such wage reduction applied to each classification under this Agreement shall be consistent with wage reductions made to all other job classifications under the authority of the City Manager.

It is understood that the City shall have the right to revise its policies, procedures, rules and regulations with respect to the management, organization, and operation of the City and the conduct of its employees. Any revisions of policies, procedures, rules, and regulations by the City shall not change the material provisions of this Agreement.

ARTICLE 2: RECOGNITION

The City recognizes the Association as the sole and exclusive bargaining unit for its employees, as defined in this Agreement, for the purpose of negotiating with respect to rates of pay, wages, hours, and other conditions of employment for the term of this Agreement.

The bargaining unit shall be comprised of all sworn police officers of the City who are non-exempt employees and who are members of the Association.

The City recognizes an Association negotiation committee of regular, full-time, non-probationary employees of such number as may be equal to the negotiation committee of the City. The negotiation committee shall represent the Association in meetings with the City for the purpose of discussion with respect to wages, rates of pay, hours, and other conditions of employment for the term of this Agreement.

Special conferences for the discussion of important matters such as revision of this Agreement, revision of City administrative procedures (not to include grievances) may be arranged at a mutually satisfactory time between the Association and the City within ten (10) regularly scheduled working days after the request of either party. Attendance of Association members at such conference will be with the approval of the Chief of Police.

ARTICLE 3: NON-DISCRIMINATION AND ANTI-HARASSMENT

The City of Littleton does not tolerate discrimination or harassment as outlined in the City Personnel Policies and Procedures. All sworn personnel are subject to the City Personnel Policies and Procedures as they apply to non-discrimination and anti-harassment. In addition, the City and the Association agree that there shall be no discrimination, harassment, or coercion against any officer because of Association membership or non-membership.

ARTICLE 4: ASSOCIATION BUSINESS

Employees of the Police Department who are members of the Association shall be granted reasonable time to perform their Association functions, and attend local meetings, providing this time off does not interfere with Police Department operations as determined and approved by the Chief of Police or his/her designated representative.

ARTICLE 5: PAYROLL DEDUCTION OF DUES

The City shall deduct the amount of Association dues, certified to the City by the Treasurer of the Association from the pay of each member of the Association who has submitted written authorization for such deduction. Such deductions shall be made each pay period. The amounts deducted shall be sent by electronic deposit on the last payroll period of each month to the financial institution designated by the Treasurer of the Association.

ARTICLE 6: WAGES

Effective January 1, 2019, officers shall receive the salary adjustment as listed below under 2019 Annual Wage Rate. Employees shall be paid the one-time lump sum in the paycheck received on January 18, 2019.

Effective January 1, 2020, officers shall receive the salary adjustment as listed below under 2020 Annual Wage Rate.

The City agrees that 2019 and 2020 base annual wages will be as follows for the ranks shown below subject to any spending limitations imposed by TABOR:

	2019 Annual Wage	2019 Lump Sum	2020 Annual Wage
Police Officer V	\$59,680	\$597	\$62,067
Police Officer IV	\$65,582	\$656	\$68,205
Police Officer III	\$72,068	\$721	\$74,951
Police Officer II	\$79,196	\$792	\$82,364
Police Officer I	\$87,028	\$870	\$90,509
Master Police Officer	\$91,380	\$914	\$95,035
Detective	\$95,731	\$957	\$99,560
Corporal, Step C	\$95,731	\$957	\$99,560
Corporal, Step B	\$98,603	\$986	\$102,547
Corporal, Step A	\$101,561	\$1,016	\$105,624
Sergeant, Step A	\$104,608	\$1,046	\$108,792
Sergeant, Step B	\$107,746	\$1,077	\$112,056
Sergeant, Step C	\$110,979	\$1,110	\$115,418

The above rates represent actual rates based off of 2019 and 2020's steps, and may be slightly higher in the payroll systems due to rounded requirements within the payroll system.

Employees shall be eligible for advancement to the next higher grade or step on the anniversary of their original hire date or rank promotion.

6.2 Wage Re-opener

The City and the Association have the ability to sign a one or two year wage agreement. Wages will be reopened at the end of the agreed contract.

6.3 Methodology for Establishing Wages

Wages shall be negotiated pursuant to the methodology established below, subject to the approval of the City Council, who’s approval shall be presumed unless the Association is notified to the contrary by the City Manager, prior to May 31, 2019, at which time the methodology will be subject to negotiation, pursuant to the provisions for revision of this Agreement contained under the fourth paragraph of Article 2: Recognition.

The compensation methodology shall be constituted as follows:

I. Annually, the Department of Human Resources will survey the benchmark classification of Police Officer I (Police Officer top step).

II. Cities to be surveyed for wage comparison are:

Arvada	Englewood	Lakewood
Aurora	Ft. Collins	Parker
Boulder	Golden	Thornton
Broomfield	Greenwood Village	Westminster

III. The salaries of these cities will be added together and divided by the number of cities surveyed for each classification in order to establish a market rate of pay for each classification. Market rate is defined as average or somewhat above average of the cities surveyed.

VI. A final determination regarding the granting of market pay adjustments will be based on the City's ability to grant such adjustments, and by TABOR.

V. Upon agreement of the market pay rate for the classification of Police Officer I (top step), the wages of the remaining positions shall be set as follows:

Rank	Pay Differential
Police Officer V	The association agrees to permit the City to establish entry level pay for the position of Police Officer V. It is agreed that the City will maintain this level at a rate of pay which is competitive with the surveyed cities.
Police Officer IV	Nine percent (9%) below Police Officer III
Police Officer III	Nine percent (9%) below Police Officer II
Police Officer II	Nine percent (9%) below Police Officer I
Police Officer I	
Master Police Officer	Five percent (5%) above Police Officer I
Detective	Ten percent (10%) above Police Officer I
Corporal, Step C	Ten percent (10%) above Police Officer I
Corporal, Step B	Three percent (3%) above Corporal, step C
Corporal, Step A	Three percent (3%) above Corporal, step B
Sergeant, Step C	Three percent (3%) above Corporal, step A
Sergeant, Step B	Three percent (3%) above Sergeant, step C
Sergeant, Step C	Three percent (3%) above Sergeant, step B

For purposes of this Agreement, base monthly wages include the monthly salary for the classifications as shown above, but exclude any salary supplements, such as, educational incentive pay, overtime pay, acting pay, court pay, uniform cleaning allowance, or other supplements to base monthly wages.

ARTICLE 7: THE MASTER POLICE OFFICER PROGRAM

The Master Police Officer (MPO) program is designed to recognize and reward officers who have demonstrated outstanding dedication to, and achievement in their jobs. Its purpose is to provide incentive and recognition to officers who have levels of education, training, and skill, beyond those required to be a police officer. It is recognized that education, experience, service in special assignments and instructing other officers all contribute to an officer's skill level and value to the department. As an incentive to encourage officers to acquire a wide range of skills and expertise, the Master Police Officer program is hereby established. Master Police Officer is not a rank to which an officer is promoted and is not a supervisory position.

An officer will be recognized as a Master Police Officer upon achieving the following criteria:

1. Police Officer I status for one year.
2. Completion of a supervisory training approved by the Chief of Police.
3. Accumulate a total of 6 points from the following list of achievements: (Maximum of 4 points for TRA's).
 1. Task Related Assignment (TRA) - 1 pt. each (minimum 1 year in assignment). Positions that fall into this category include:
 - Defensive Tactics Instructor
 - Field Training Instructor
 - Firearms Instructor
 - SWAT Officer
 - K9 Officer
 2. Task Related Assignment (TRA) - 1 pt. each (minimum 2 years in assignment). Positions that fall into this category include:
 - Intoxilyzer Instructor
 - Standardized Field Sobriety Test Instructor
 - Emergency Driving Instructor
 - Drug Recognition Expert
 - K9 Decoy
 - Automation Instructor
 - Honor Guard
 - Public Information Officer
 - Technology Specialist

- CSV (Community Services Volunteer) Resource Officer
3. Additional Temporary Duty Assignment - 1 pt. for each year (maximum of 4 pts). For purposes of this Article, temporary assignment shall include any position performed by a police officer other than positions in regular patrol.

As an incentive for officers to complete the above criteria and achieve the designation of Master Police Officer, those so qualified shall be authorized to wear an insignia on their uniform consisting of a single chevron with the letters MPO inscribed below. In addition, an officer recognized as a Master Police Officer will be compensated at a rate of 5% above the rate of pay for a Police Officer I.

ARTICLE 8: HEALTH INSURANCE

The City shall provide group health and hospitalization plans for its City employees. (HMO plans shall be provided at the option of the City.) Membership in any plan offered by the City is available to all full-time permanent, probationary and certain qualified part-time employees.

ARTICLE 9: LIFE INSURANCE

The City agrees to provide life insurance on the first day of employment, in an amount equal to one hundred fifty percent (150%) of the base annual salary under the terms as covered by the City's life insurance policy, to full-time police officers. Additionally, the City agrees to offer additional life insurance, through a group life insurance carrier, in an amount not to exceed the officer's base annual salary, unless so offered by the carrier. Thus, the total life insurance coverage provided to police officers is not to exceed one and a half (1 ½) the amount of base annual salary unless so offered by the carrier to employee. It is understood that the cost of this additional life insurance (in excess of base annual salary) is to be paid by the police officer through payroll deduction.

ARTICLE 10: UNIFORM CLEANING ALLOWANCE

The City agrees to pay each sworn employee six hundred dollars (\$600.00) per full year worked to defray the cost of uniform cleaning. The Uniform Cleaning Allowance will be paid on a per pay period basis during employment, with no proration upon termination.

ARTICLE 11: UNIFORMS AND EQUIPMENT ALLOWANCE

The City shall provide each police officer with an initial issue of police leather equipment, two uniform shirts, two uniform trousers, two uniform ties, appropriate badge and insignia, and other items as determined by the Chief of Police. Uniform items, including those purchased by the City or the employee, shall be replaced or repaired at City expense if damaged or lost during the reasonable exercise of official duty as a commissioned police officer. Determination shall be made by the Chief of Police within five (5) days after being advised of the damage or loss by the employee. It shall be the employee's responsibility to

maintain uniforms and equipment at a high level of serviceability.

The City shall pay each sworn employee an annual allowance of eight hundred dollars (\$800.00) for uniformed officers and nine hundred dollars (\$900.00) for plain clothes officers, for the acquisition, maintenance and repair of uniforms and equipment. This payment shall be made in the month of February.

ARTICLE 12: HOURS

The City agrees to maintain a work schedule for police officers of patrol teams one through six and traffic, of four days on duty and three days off duty. A regular duty day will consist of ten hours and shall be regulated by the Chief of Police or designated representative. All other personnel shall work a 40-hour work week; the work schedule to be at the discretion of the Chief of Police.

ARTICLE 13: OVERTIME

Time and one-half of the Police Officer's regular hourly rates shall be paid for work performed in excess of ten hours in any work day, or forty hours in any work week and in accordance with City policy.

Officers, who are ordered to perform work in excess of their normal duty hours, shall be compensated at the overtime rate for all hours worked in conjunction with the order regardless of whether they have taken paid leave during the same work week.

ARTICLE 14: COURT TIME

Court Time/Appearances: Two (2) hours or the actual time involved will be awarded for an appearance in court or other judicial hearing. The time will be converted at the rate of one and one-half (1 and 1/2) of the police officer's normal hourly rate with the following exceptions:

1. Court sessions beginning less than two hours before an officer is to report for duty will be considered continuous duty overtime, with the time calculated from the beginning of the court appearance (as designated on the subpoena) until the officer's scheduled reporting time.
2. Court sessions beginning when an officer is on duty and continuing beyond the scheduled end of shift, will be considered continuous duty court overtime for the actual time involved.

For the purposes of this article, compensation begins at the time designated on the subpoena, or identified start time of hearing or other mandatory meeting relating to municipal, state, or federal court proceeding. Officers are not considered on-duty nor are they compensated for travel time to and from any off-duty court appearance, hearing, or other mandatory meeting relating to municipal, state, or federal court proceedings.

ARTICLE 15: DISCIPLINE FOR JUST CAUSE

Non-probationary employees may be disciplined for just cause, such discipline to include reprimand, suspension, demotion, or dismissal. The discipline imposed must be supported by the factual findings made.

Persons grieving actions not related to this agreement but pertaining to the application of City policies and/or discipline shall utilize the "Grievance and Appeal Process" set forth in Chapter 8 of the City's Personnel Policies and Procedures. The propriety of the discipline imposed shall be determined in the sole discretion of the City Manager.

In the event that an employee is disciplined or discharged for cause and makes a claim for back wages, all claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned less any compensation received for employment obtained subsequent to removal from the City payroll and less any unemployment compensation benefits.

ARTICLE 16: GRIEVANCE PROCEDURE

Any grievance or dispute which may arise between the parties pertaining to the application, meaning, or interpretation of this Agreement, shall be settled as described below.

If the grievance relates to an alleged violation of the Agreement and directly involves the Police Department in its policy or actions, the Chief of Police shall be notified in writing by the President of the Association. If the Chief of Police and the President cannot resolve the grievance within one (1) week of the grievance being filed, the President of the Association may notify the City Manager.

If the grievance relates to an alleged violation of this agreement and involves the City in its policy or actions, the City Manager shall be notified in writing by the President of the Association.

If the City Manager and the President cannot resolve the grievance within one (1) week of the grievance being filed with the City Manager, the City Manager and President of the Association shall jointly select a mutually accepted facilitator. The parties will each submit one facilitator's name and the parties will submit a mutual name. Names of facilitators may be obtained from colleges/universities, the State of Colorado, the American Arbitration Association, or other sources. From the list of three names, each party will strike one name and the remaining name will become the facilitator. In the event two names remain on the list, the facilitator with the most experience of the two will be used. The parties agree that they will equally share the cost of the facilitator.

The facilitator is to function as an objective third party who is responsible for trying to bring about an agreement between the two parties by aiding the meeting process and diffusing points of disagreement. The facilitator shall remain neutral at all times, but may offer his or

her opinion to either team. If after three meetings with the facilitator no progress is made, the facilitator may be released. Upon release, the facilitator shall provide a written summary of the points of disagreement and a recommendation to both teams.

Failure to process the grievance within the limits established presumes that it has been satisfactorily resolved at the last step to which it has been properly processed. Failure on the part of the Chief of Police or the City Manager to answer the grievance in the time limits established in the preceding steps presumes that the claim made in the grievance is sustained and that the satisfaction requested will be provided.

Similarly, failure on the part of the Association to process the grievance within the specified time limits presumes that the grievance has been resolved on the basis of Management's last response. The time limits specified in the preceding steps may be extended by agreement of both parties.

ARTICLE 17: VACATION AND HOLIDAYS

17.1 Vacation and Holiday

Regular, full-time, non-probationary employees normally working a forty (40) hour week are entitled to paid vacation and holiday leave according to the following schedule.

Benefit Level	Hours
1 to 5 years	230
5 years to 10 years	246
10 years to 15 years	270
15 years to 20 years	286
Over 20 years	306

*Note: Any employee that becomes a regular status employee (after completing the academy) will receive a prorated benefit based on the 1-5 year benefit level. Upon January 1st of the following year employees will receive the full benefit.

It is understood that the vacation listed above includes an allocation of thirteen and one-half holidays (108 hours).

17.2 Vacation and Compensatory Time Carry Over

Vacation may be carried over from one year to the next based upon the following:

Carry Over Limit: 150 hours

Unused vacation hours in excess of the above carryover limits as of December 31 will be forfeited by the employee.

Compensatory Time

Police officers shall be paid any balance over 40 hours of compensatory time on November 30 of each year. Any compensatory time hours earned after November 30 will be carried forward into the next year.

ARTICLE 18: SICK LEAVE AND OTHER LEAVES OF ABSENCES

Police officers shall accumulate sick leave at the rate of eight hours per month and shall be charged for each sick leave hour actually used as prescribed by the Personnel Policies and Procedures.

ARTICLE 19: STEP-DOWNS

Whenever a non-exempt sworn officer is temporarily assigned to perform in a classification lower than his/her present classification, and is so appointed by the Chief of Police or his designated representative, that Police Officer shall be compensated at the current rate of pay for the higher classification to which he/she was originally assigned. If and when a position reopens to which the officer was originally assigned, the officer will be eligible for the first available assignment to his/her former position, pending a practical demonstration of skills.

ARTICLE 20: WORKING OUT OF CLASSIFICATION (ACTING PAY)

The Chief of Police may appoint police officers to perform work in other classifications where vacancies in these classifications exist due to terminations, vacations, attendance at school or seminars, sick leave, injury leave or other extended emergency leave usage, and/or special training.

Any time a police officer is required to work by the Chief of Police, or their designee, in a rank with a higher rate of pay, the police officer shall be compensated at the minimum rate of pay for the rank in which they are acting or five percent greater than his/her regular base salary, whichever amount is greater, but in an amount not to exceed the maximum of the pay range for the acting position.

ARTICLE 21: SEVERABILITY

If any provision of this Agreement is subsequently declared by an appropriate legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances of the City, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 22: DURATION OF AGREEMENT

This Agreement shall be effective as of January 1, 2019, and shall remain in full force and effect until December 31, 2020.

The City and the LPOA agree to a two-year agreement as permissible by Article 6.2. The agreement will be open again in 2020 for both wages and non-wage issues.

If no agreement on wages and benefits is reached as a result of these negotiations, the parties agree that wages will not be reduced, except where provided herein.

ARTICLE 23: USE OF FACILITATOR

If no agreement on a final contract extension can be reached by October 1 each year or by a mutually agreed upon later date, a mutually accepted facilitator will be employed to assist the City and the LPOA in reaching an agreement. The parties will each submit one facilitator's name and the parties will submit a mutual name. Names of facilitators may be obtained from colleges/universities, the State of Colorado, the American Arbitration Association, or other sources. From the list of three names, each party will strike one name and the remaining name will become the facilitator. In the event two names remain on the list, the facilitator with the most experience of the two will be used. The parties agree that they will equally share the cost of the facilitator.

The facilitator is to function as an objective third party who is responsible for trying to bring about an agreement between the two parties by aiding the meeting process and diffusing points of disagreement. The facilitator shall remain neutral at all times, but may offer his or her opinion to either team. If after three meetings with the facilitator no progress is made, the facilitator may be released. Upon release, the facilitator shall provide a written summary of the points of disagreement to both teams.

ARTICLE 24: INJURY LEAVE

24.1 Line of Duty Injury:

Any officer, who shall become injured in the line of duty, shall be provided with any necessary hospitalization, doctors, surgeons, nurses and medical care as required by good medical practice.

Any officer who shall become so physically or mentally disabled by injury or illness in the discharge of their official duties, that they are rendered unable to perform those duties, shall be granted any necessary leave of absence, not to exceed 15 consecutive months, and shall suffer no reduction of benefits or rank the officer was entitled to at the time the injury occurred.

Any officer injured in the line of duty may receive injury pay not to exceed 1,040 hours within a 15 month time frame regardless of the number of work-related injuries, illnesses or disabilities sustained within this time frame. The 15 month time frame starts on the date of the initial injury, illness, or disability.

Any lost time beyond 1,040 hours within the 15-month time frame, will be paid at 2/3 of wages received at the time of injury, up to the state maximum, per Colorado Workers' Compensation Act. Officers may supplement their 2/3 worker's compensation wages with any accrued time they may have, up to their full regular salary amount. Officers who return to full duty for a consecutive 12 week period, during or after the 15-month time frame will have the injury leave timeline reset. The 12 week period starts the first day back at full duty.

Compensation, as outlined above, shall not be denied under this article if the injury was received while in an off-duty status, but while acting lawfully, under color of authority granted to the officer under the provisions of applicable state statutes and city ordinances, and in compliance with the rules and regulations governing the Littleton Police Department.

Except as otherwise provided by statute, City Charter or elsewhere in this article, when the City has admitted liability or accepted a workers' compensation claim, no officer shall be required to use accrued time or leave for any line of duty injury or illness.

FMLA runs concurrently with injury leave.

24.2 Non-Line of Duty Injury:

Officers who are injured off-duty and are unable to return to full duty after they have used the maximum leave provided under the FMLA shall be allowed to use any remaining paid leave to allow them additional time to attempt to return to full duty so long as it aligns with city leave policy.

ARTICLE 25: RETIREE HEALTH

The City shall provide a city funded Retirement Health Savings Account for all officers if the City is in a position that it is financially feasible to provide the benefit for all employees. The City may terminate this benefit at any time should funding not be available to continue the benefit. This benefit is not tied to the officer's retirement plan election.

ARTICLE 26: ON-CALL PAY

Non-exempt Officers that are placed in a mandatory "On-Call" status and subject to taking work related phone calls and responding to crime scenes and investigations, outside of regularly scheduled duty hours shall be compensated in the following manner:

- Four (4) hours of straight time per 7 day period
- If called in then the Officer will be paid a minimum of two (2) hours of pay
- Officers may submit for pay for phone calls totaling greater than 15 minutes over the seven day period. Any phone call, which requires immediate follow up but not call-out and therefore places the On-Call Officer in a stand-by mode until the follow up is completed, shall be considered one continuous event for log and pay purposes. Officers will be required to log phone calls and durations in the comment section on their timesheet.

ARTICLE 27: EDUCATIONAL INCENTIVE

Beginning 01/01/20, any officer who holds an advanced educational degree, shall be awarded time off annually at the benefit level of the highest degree obtained, according to the following schedule:

Degree Type	Examples	Benefit
Undergraduate Degree	Bachelor of Science Bachelor of Arts	20 Hours Leave
Master's Degree or above	Masters of Arts Masters of Science Masters of Business Administration Masters of Public Administration PhD Juris Doctor (J.D)	30 Hours Leave

These days may be taken at any time in the calendar year per supervisory/command approval. These hours may not be banked or carried over to the following year. These hours are not compensable upon separation of employment.

Employees must provide Human Resources with official transcripts, reflecting completion of the degree, before benefit will be provided. Transcripts will only need to be provided once.

City of Littleton

Littleton Police Officers Association

Mark Relph, City Manager

Derek LaVelle President, LPOA

Date_____

Date_____