

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**CITY AND COUNTY OF DENVER**

**AND**

**FRATERNAL ORDER OF POLICE,**

**DENVER SHERIFF LODGE 27**

**JANUARY 1, 2013 - DECEMBER 31, 2014**

**TABLE OF CONTENTS**

PREAMBLE ..... 1

ARTICLE 1 DEFINITIONS ..... 2

ARTICLE 2 RECOGNITION AND REPRESENTATION ..... 3

ARTICLE 3 NON-DISCRIMINATION ..... 5

ARTICLE 4 [RESERVED] ..... 6

ARTICLE 5 JOB-RELATED INJURY BENEFITS ..... 7

ARTICLE 6 OVERTIME ..... 8

ARTICLE 7 CALL-BACK AND COURT TIME ..... 9

ARTICLE 8 WORKING OUT OF CLASSIFICATION ..... 10

ARTICLE 9 UNIFORM ALLOWANCE AND ALLOTMENT ..... 11

ARTICLE 10 MEDICAL, DENTAL AND LIFE INSURANCE ..... 13

ARTICLE 11 HOLIDAYS ..... 15

ARTICLE 12 VACATION ..... 16

ARTICLE 13 SICK LEAVE ..... 18

ARTICLE 14 JURY LEAVE ..... 22

ARTICLE 15 FUNERAL LEAVE ..... 23

ARTICLE 16 MILITARY LEAVE ..... 24

ARTICLE 17 OTHER LEAVES ..... 25

ARTICLE 18 EDUCATIONAL REFUND PROGRAM ..... 26

ARTICLE 19 PAY RATES, LONGEVITY AND PAY DATES ..... 27

ARTICLE 20 FUNERAL EXPENSES ..... 32

ARTICLE 21 GRIEVANCE AND ARBITRATION PROCEDURE ..... 33

ARTICLE 22 SAVINGS CLAUSE ..... 36

ARTICLE 23 TERM ..... 37

## **PREAMBLE**

This Agreement which is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2012, between the CITY AND COUNTY OF DENVER (hereinafter referred to as “City”), and the FRATERNAL ORDER OF POLICE, DENVER SHERIFF LODGE 27 (hereinafter referred to as “FOP”), is the result of negotiations between the parties, pursuant to Section 9.9 of the Charter.

**Article 1      DEFINITIONS**

- 1.1      **“City”** means the City and County of Denver, Colorado.
- 1.2      **“FOP”** or **“Bargaining Agent”** means the Fraternal Order of Police.
- 1.3      **“Employee”** means a member of the bargaining unit as defined below.
- 1.4      **“Undersheriff”** means the Director of Corrections and Undersheriff of the City and County of Denver.
- 1.5      **“Career Service Authority”** means the Career Service Authority of the City and County of Denver.
- 1.6      **“Department”** means the Sheriff Department of the City and County of Denver.
- 1.7      **“Bargaining Unit”** means all sworn employees in the Department, including Denver Sheriff Deputies, Denver Sheriff Sergeants and Denver Sheriff Captains, but does not include the Undersheriff, Division Chiefs or Majors.
- 1.8      **“Charter”** means the Charter of the City and County of Denver.
- 1.9      As the term relates to a Denver Sheriff Deputy, **“regular rate of pay”** is the sum total of the employee’s annual salary, longevity pay and any other regularly recurring remunerations the employee may be receiving under Article 19 of this Agreement (such as shift differential and bilingual pay), divided by two thousand one-hundred and forty-five (2,145) hours.
- 1.10     As the term relates to a Denver Sheriff Sergeant or Denver Sheriff Captain, **“regular rate of pay”** is the sum total of the employee’s annual salary, longevity pay and any other regularly recurring remunerations the employee may be receiving under Article 19 of this Agreement (such as shift differential and bilingual pay), divided by two thousand eighty (2,080) hours.
- 1.11     **“Base Pay”** is the sum total of an employee’s annual salary plus longevity, as calculated in accordance with this Agreement, and any applicable shift differential. As the term relates to a Denver Sheriff Deputy, **“base rate of pay”** is base pay divided by two thousand one-hundred and forty-five (2,145) hours; as the term relates to a Denver Sheriff Sergeant or Denver Sheriff Captain, **“base rate of pay”** is base pay divided by two thousand eighty (2,080) hours.

Reference to the male gender throughout this Agreement shall include references to the female gender and vice versa.

## **Article 2      **RECOGNITION AND REPRESENTATION****

2.1      The City and County of Denver recognizes the right of the Fraternal Order of Police, Denver Sheriff Lodge 27 to represent Denver Sheriff Deputies, Denver Sheriff Sergeants, and Denver Sheriff Captains (hereinafter referred to as “Employees”) as the sole and exclusive bargaining Agent for the purpose of negotiations pursuant to Section 9.9 of the Charter and under the terms of this Agreement.

### **2.2      **FAIR SHARE FEE****

2.2.1    Within thirty (30) days after the effective date of this agreement, or within thirty (30) days after being hired into the bargaining unit, as a condition of employment, any employee who is not an active member of the FOP shall be required to pay a “fair share” fee in an amount equal to the cost to finance collective bargaining, contract administration and grievance administration, including all costs germane to collective bargaining divided by the number of bargaining unit members, but not to exceed FOP dues. The fair share fee is assessed in the current contract year for all allowable costs which were accrued during the year immediately preceding the current contract year. The FOP shall mail to all non-members a notice of the amount of fair share due by July 1 of the current contract year. Further, the FOP shall provide the City a notice with the fair share fee amount prior to July 1 of each contract year. The FOP shall provide the City with the “fair share” fee schedule prior to the first day of July of each contract year.

2.2.2    Any employee who is a member of and adheres to established tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to support the FOP as a condition of employment; except that as a condition of employment, such employee shall be required to pay, in lieu of “fair share” payment, sums equal to such “fair share” payment to a non-religious, non-labor organization designated by the FOP. The employee shall submit such a claim no later than August 1 of the current contract year, and provide sufficient information to support the claim.

2.2.3    The City agrees to deduct FOP dues and “fair share” fees from the pay of such employees who individually request in writing that such deductions shall be made on a form agreeable to the City. FOP shall certify to the City the amounts to be deducted. The written authorization for FOP dues deduction shall remain in full force and effect until revoked in writing by the employee. In the event the fair share fee is less than two hundred fifty dollars (\$250), individual employees shall pay their fair share fee in one lump sum through either automatic withdrawal by executing a payroll

deduction form, by personal check to the FOP, or through some other method acceptable to the FOP. If the fair share fee is more than two hundred fifty dollars (\$250), the employee may pay it in a lump sum, or through payroll deduction, or through some other method acceptable to the FOP. Fair share fees shall be paid in full by December 31. On the first business day following September 1 of the current contract year, the FOP shall provide the City with a list of those bargaining unit members that have failed to pay the fair share fee, or started payroll deduction through the department, or claimed exemption pursuant to Section 2.2.2.

- 2.2.4 The FOP agrees that it will indemnify and hold the City harmless from all suits, actions and claims against the City or persons acting on behalf of the City whether for damages, compensation or any combination thereof, arising out of the City's compliance with the terms of this section. The FOP shall reimburse the City for any and all reasonable costs and reasonable attorneys' fees arising out of the defense of any such action against the City. The City agrees to cooperate with the FOP and its counsel concerning any such litigation.

### **2.3 FOP MEMBER TIME OFF**

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

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

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

### **2.4 USE OF OTHER LEAVE**

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

**Article 3      NON-DISCRIMINATION**

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

**Article 4 [RESERVED]**

**Article 5      JOB-RELATED INJURY BENEFITS**

- 5.1      The provisions of Article V, Chapter 18 of the Revised Municipal Code shall apply to employees with regard to job-related injury leave, notwithstanding the provisions of Section 18-151(3)(d), except that employees shall be granted such leave at the employee's full salary for a period not to exceed one hundred eighty (180) days which can be used over a period of eighteen (18) months immediately following the date of the occupational injury or occupational disease.
  
- 5.2      If an employee who is on job-related injury leave, as described above, is not cleared to return back to duty by the authorized treating physician after the one hundred eighty (180) day limit set above, the employee may use available vacation or sick leave.
  
- 5.3      Hours actually worked in a modified duty assignment shall not be counted as job-related injury leave pursuant to Section 5.1 above.
  
- 5.4      The City shall provide every employee who files a claim for a job-related injury notice that the employee may be entitled to the benefits provided by this Article.

## **Article 6 OVERTIME**

- 6.1 Pursuant to Section 7(k) of the Fair Labor Standards Act (29 U.S.C. §207(k)), a work period of twenty-eight (28) days is established for employees.
- 6.2 All Denver Sheriff Deputies shall be paid overtime for all hours worked over one hundred and sixty-five (165) hours in a twenty-eight (28) day work cycle. The overtime rate shall be one and one-half (1½) times the employee's regular rate of pay, as defined in Article 1. Court time, as well as all time off with pay, including but not limited to sick leave, vacation, compensatory time, administrative leave, holiday leave including personal days, jury leave, military leave, and funeral leave shall be included in the "hours worked" to calculate the 165 hours for Denver Sheriff Deputies.
- 6.3 All Denver Sheriff Sergeants and Denver Sheriff Captains shall be paid overtime for all hours worked over one hundred sixty (160) hours in a twenty-eight (28) day work cycle. The overtime rate shall be one and one-half (1½) times the employee's regular rate of pay, as defined in Article 1. The parties agree that Sergeants and Captains who participate in roll call(s) or supervisor briefing(s) outside their regularly scheduled work hours will not receive any additional compensation over their base pay for such participation. Court time, as well as all time off with pay, including but not limited to sick leave, vacation, compensatory time, administrative leave, holiday leave including personal days, jury leave, military leave, and funeral leave shall be included in the "hours worked" to calculate the 160 hours for Denver Sheriff Sergeants and Captains.
- 6.4 All overtime shall be paid in either cash or compensatory time off, at the discretion of the City. An employee may accumulate no more than one hundred twenty (120) hours of compensatory time. This compensatory time, upon request of the employee, may be used within a reasonable period after making a request if the use of the compensatory time does not unduly disrupt the operations of the department.
- 6.5 All overtime work must be approved by the employee's supervisor prior to the work being performed.
- 6.6 Actual overtime worked is to be converted to the nearest one-tenth hour until such time as the City has the ability to record and pay overtime to the minute. At that time, actual overtime worked will be calculated and paid to the minute.

**Article 7 CALL-BACK AND COURT TIME**

**7.1 CALL-BACK**

Each employee who is called back to work by an authorized superior officer after the completion of his or her regular shift and before the beginning of his or her next regularly scheduled shift, shall be paid a minimum of two (2) hours or actual time worked, whichever is greater, at one and one-half (1.5) times the employee's regular rate of pay.

**7.2 CALL-BACK FOR INTERNAL INVESTIGATION**

Any employee called back to duty by the Undersheriff or his designee after completion of his or her regular shift and before the beginning of his or her next regular scheduled shift to give evidence, make a report or answer questions or otherwise assist in connection with an internal investigation by the department shall be paid a minimum of two (2) hours or actual time worked, whichever is greater, at the rate of one and one-half (1.5) times the employee's regular rate of pay, from the time of arrival at the requested location to the time the employee is excused. An employee who has been placed on investigatory leave with pay shall not be entitled to call-back pay under this section.

**7.3 OFF DUTY COURT APPEARANCE – DUTY RELATED**

When an employee is subpoenaed to testify in state, federal or municipal court as a witness in a case which relates to a matter arising out of the performance of his/her duty and that employee is off duty or on approved leave, the employee shall be paid a minimum of two (2) hours or actual appearance time, whichever is greater, at the rate of one and one-half (1.5) times the employee's regular rate of pay. The actual court appearance time for which an employee shall be compensated is calculated from the time the employee arrives for appearance at such court to the time the employee is released by the court from his or her obligation to testify.

**Article 8      WORKING OUT OF CLASSIFICATION**

Any employee who is temporarily assigned by the Undersheriff to work in a higher rank and who works in that rank in excess of thirty (30) consecutive days shall receive additional compensation of nine and six tenths percent (9.6%) times his/her base rate of pay for the entire length of the period in which the employee worked in the higher rank.

**Article 9 UNIFORM ALLOWANCE AND ALLOTMENT**

**9.1 UNIFORM ALLOWANCE**

An annual allowance of \$600 shall be paid to each employee for the maintenance of uniforms. These payments shall be made with the last paycheck in November of each calendar year. The payment shall be prorated for the number of months served during the calendar year, except that employees terminated for cause shall not be entitled to any such payment.

**9.2 UNIFORM ALLOTMENT**

9.2.1 The uniform allocation for new hires shall consist of four (4) pairs of uniform trousers and four (4) uniform shirts. One (1) winter coat shall be issued upon initial employment and subsequently replaced every five (5) years thereafter.

9.2.2 Each calendar year after the employee's year of hire, each employee shall be issued a uniform allotment voucher worth the equivalent of the value of two (2) pairs of uniform trousers and two (2) long-sleeve uniform shirts, as determined by the prices specified in the current uniform supply contract obtained through the City's bidding process, which may be used by the employee to acquire replacement uniform trousers, shirts, belts, shoes or other uniform attire from the Department or approved vendor. There shall not be any cash payment to the employee for any unused portion of the uniform voucher, nor shall any unused voucher amount be carried over to the next calendar year.

**9.3 WEAPON ALLOWANCE**

9.3.1 All employees hired on or after January 1, 2005 shall receive an allowance of six hundred fifty dollars (\$650) toward the cost of purchasing a weapon from the list of duty weapons approved by the Department. Such payment shall be made within thirty (30) days after the employee presents the Department with written proof of purchase of the weapon.

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

1. If employed as a Deputy Sheriff for less than one year: \$650
2. If employed as a Deputy Sheriff for less than two years: \$520
3. If employed as a Deputy Sheriff for less than three years: \$390

4. If employed as a Deputy Sheriff for less than four years: \$260
5. If employed as a Deputy Sheriff for less than five years: \$130
6. If employed as a Deputy Sheriff for five or more years: -0-

Such reimbursement, if any, shall be deducted from the employee's final paycheck.

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

#### 9.4 **BADGE AND CREDENTIALS UPON RETIREMENT**

Each member of the bargaining unit who retires or is eligible to retire at the time of separation from the Department shall be provided by the Employer with his/her Sheriff's Department badge at the Employer's expense, and retirement credentials at the discretion of the Undersheriff and at the Employer's expense.

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

### **10.1 MEDICAL INSURANCE**

During the term of this Agreement, employees may participate in any of the medical insurance plans/options offered to Career Service employees. The amount of the City's contribution toward medical insurance premiums will depend on the type of insurance plan/option elected by the employee, and shall be the same as the amount contributed by the City for any other Career Service employee electing coverage under that same type of insurance plan/option.

### **10.2 DENTAL INSURANCE**

During the term of this Agreement, employees may participate in any of the dental insurance plans/options offered to Career Service employees. The amount of the City's contribution toward dental insurance premiums will depend on the type of insurance plan/option elected by the employee, and shall be the same as the amount contributed by the City for any other Career Service employee electing coverage under that same type of insurance plan/option.

### **10.3 LIFE INSURANCE**

The City shall provide group life insurance coverage for each employee in an amount equal to two (2) times the employee's annual salary, up to a maximum of four hundred thousand dollars (\$400,000) and a double-indemnity benefit for accidental death and dismemberment, subject to the provisions and limitations contained in the contract between the City and the insurance carrier and to such requirements and conditions as the health committee may from time to time establish.

### **10.4 LONG-TERM DISABILITY INSURANCE**

During the term of this Agreement, the City shall provide long term disability insurance for each employee on the same basis provided by the City for other Career Service employees. Such coverage shall be subject to the provisions and limitations contained in the contract between the City and the insurance carrier.

### **10.5 VOLUNTARY INSURANCE/BENEFIT PROGRAMS**

During the term of this Agreement employees may continue voluntarily to participate, at the employee's cost, with no contribution by the City, in the Deferred Compensation Program, the FLEX Cash Program, vision plan, supplemental life insurance plan, voluntary short term disability plan, and voluntary accidental death and dismemberment insurance, as long as these programs or plans are offered to other Career Service employees.

#### **10.6 SURVIVOR BENEFITS**

The Employer agrees to provide medical and dental insurance to the surviving spouse and dependent children of any officer killed in the line of duty for a one-year period from the anniversary date of the officer's death. The cost of this coverage will be borne solely by the Employer.

#### **10.7 IMMUNIZATIONS**

Employees shall be reimbursed for the actual amount of health insurance co-payments paid by employees for influenza and Hepatitis (B) immunizations, and tuberculosis screenings received by employees.

## **Article 11 HOLIDAYS**

### **11.1 DESIGNATION OF HOLIDAYS**

The following shall be observed as holidays:

1. New Year's Day (January 1)
2. Dr. Martin Luther King Day (3rd Monday of January)
3. Presidents Day (3rd Monday in February)
4. Cesar Chavez Day (last Monday in March)
5. Memorial Day (last Monday in May)
6. Independence Day (July 4)
7. Labor Day (first Monday in September)
8. General Election Day (Tuesday following first Monday in November in even-numbered years)
9. Veterans Day (November 11)
10. Thanksgiving (fourth Thursday in November)
11. Christmas Day (December 25)

For the 2014 contract year, Section 11.2 below shall not apply to General Election Day. Instead, employees who actually work on General Election Day in 2014 in accordance 11.4 and 11.5 below shall be compensated in the form of vacation leave which shall be credited to the employee's vacation leave bank, at the rate of one and one-half times the amount of time actually worked on the General Election Day holiday.

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

(c) If the holiday falls on a Sunday, then the Monday following shall be considered the holiday. If any holiday falls on a Saturday, the preceding Friday shall be considered as a holiday.

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

## **Article 12 VACATION**

Effective January 1, 2008:

### **12.1 CREDITS FOR FIRST TEN CONSECUTIVE YEARS**

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

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

### **12.2 CREDITS AFTER TEN CONSECUTIVE YEARS:**

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

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

### **12.3 MAXIMUM ACCRUAL**

A maximum of two hundred eighty eight (288) hours of vacation leave may be accrued by an employee who has up to ten (10) years of service and three hundred thirty six (336) hours of vacation leave may be accrued by an employee who has more than ten (10) years of service. If, in the sole discretion of the Undersheriff, the department is unable to allow an employee to utilize vacation in accordance with department procedures and this would result in the employee losing additional accrual, the Undersheriff may authorize compensation at the employee's hourly rate for each hour above the maximum accrual which the department determined it could not allow the employee to utilize.

### **12.4 GRANTING VACATION LEAVE**

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

1. Vacation leave shall be granted only to employees who have been employed continuously for six (6) months.
2. Vacation leave shall not be granted in advance of accrual.

## **12.5 CREDITS FOR LESS THAN A FULL MONTH**

An employee employed by for the Department less than one full calendar month shall accrue vacation leave, pro rata, in accordance with the following schedule:

1. 0 through 39 hours: no vacation leave accrued
2. 40 through 59 hours: one-fourth of applicable monthly accrual
3. 60 through 79 hours: three-eighths of applicable monthly accrual
4. 80 through 119 hours: one-half of applicable monthly accrual
5. 120 through 139 hours: three-fourths of applicable monthly accrual
6. 140 hours or more: entire amount of applicable monthly accrual

## **12.6 TRANSFER OF VACATION LEAVE CREDITS**

When an employee is appointed to a Deputy Sheriff position in the Department immediately following the employee's separation from a position in another Career Service agency, the employee's accumulated vacation leave credits shall be transferred with the employee, up to the maximum allowed in Section 12.3 above. Further, in determining length of service for purposes of calculating the applicable vacation accrual rate in Section 12.1, continuous service in the employee's previous Career Service position shall be counted as service in the Department, provided such service was performed immediately prior to the employee's appointment as a Deputy Sheriff.

## **12.7 PAYMENT UPON SEPARATION**

Employees who have been employed continuously for six (6) months and who are separated from the Department for any reason shall be paid for any unused accrued vacation leave at the employee's base rate of pay at the time of separation.

**Article 13 SICK LEAVE**

**13.1 ACCRUAL**

Employees shall accrue sick leave at the rate of eight (8) hours per month of service. An employee who employed by the Department less than one full calendar month shall accrue sick leave, pro rata, in accordance with the following schedule:

1. 0 through 39 hours: no sick leave accrued
2. 40 through 59 hours: one-fourth of applicable monthly accrual
3. 60 through 79 hours: three-eighths of applicable monthly accrual
4. 80 through 119 hours: one-half of applicable monthly accrual
5. 120 through 139 hours: three-fourths of applicable monthly accrual
6. 140 hours or more: entire amount of applicable monthly accrual

**13.2 MAXIMUM ACCRUAL AND CONVERSION OF SICK LEAVE**

13.2.1 Employees with no more than three hundred four (304) hours of accrued sick leave as of January 1, 2013 may accumulate and convert accrued sick leave as follows:

- a. If on December 31 of any year an employee's accumulated sick leave balance is more than two hundred (200) hours but less than four hundred (400) hours, the amount of sick leave accrued by the employee during the calendar year minus the amount of sick leave used by the employee during the calendar year shall, at the employee's election:

1. remain in the employee's accumulated sick leave bank; or
2. be converted to cash, so long at least 200 hours of accrued sick leave remains in the employee's accumulated sick leave bank after conversion.

In no event shall an employee be allowed to convert any accrued and unused sick leave to cash in 2013; such time shall remain in the employee's sick leave bank. In the event of a fiscal emergency declared by the Mayor in 2014, whether such accrued and unused sick leave is converted to cash or remains in the employee's accumulated sick leave bank shall be at the discretion of the Undersheriff.

- b. If on December 31 of any year, an employee's accumulated sick leave balance is more than four hundred (400) hours, any accrued

and unused sick leave in excess of four hundred (400) hours shall, at the discretion of the Undersheriff:

- (1) be converted to cash; or
- (2) be converted to additional vacation leave.

- c. If accrued and unused sick leave is converted to cash, the employee shall receive one (1) hour of pay for each hour of such accrued and unused sick leave, at the employee's regular rate of pay. If accrued and unused sick leave is converted to vacation leave, the employee shall receive one (1) hour of additional vacation leave for each hour of such accrued and unused sick leave. In no event shall an employee convert more than ninety-six (96) hours of accrued and unused sick leave to cash or additional vacation leave in a calendar year.

13.2.2 Employees with more than three hundred four (304) hours of accrued sick leave as of January 1, 2013 may accumulate and convert accrued and unused sick leave as follows:

- a. If on December 31 of any year, an employee's accumulated sick leave balance exceeds the employee's sick leave balance as of December 31, 2013 (or the lowest amount of sick leave in the employee's bank after December 31, 2013) the amount of sick leave accrued by the employee during the calendar year minus the amount of sick leave used by the employee during the calendar year in excess of the employee's sick leave balance as of December 31, 2013 (or the lowest amount of sick leave in the employee's bank after December 31, 2013, whichever is less) shall be converted to cash or additional vacation leave, at the discretion of the Undersheriff.
- b. If accrued and unused sick leave is converted to cash, the employee shall receive one (1) hour of pay for each hour of such accrued and unused sick leave, at the employee's regular rate of pay. If accrued and unused sick leave is converted to vacation leave, the employee shall receive one (1) hour of additional vacation leave for each hour of such accrued and unused sick leave. In no event shall an employee convert more than ninety-six (96) hours of accrued and unused sick leave to cash or additional vacation leave in a calendar year.
- c. In the event the amount of accrued sick leave in the employee's bank is ever less than four hundred (400) hours, the provisions of Section 13.2.1 above would then apply to such employee.

In no event shall an employee be allowed to convert any accrued and unused sick leave to cash in 2013; such time shall remain in the employee's sick leave bank unless doing so results in an employee's sick leave bank exceeding nine hundred sixty (960) hours, in which case any hours in excess of nine hundred sixty (960) hours will be converted to cash or additional vacation leave, at the discretion of the Undersheriff.

### **13.3 PAYMENT UPON SEPARATION**

Upon separation for any reason other than death or retirement or termination for cause, any employee who has completed five (5) continuous years of service shall be paid for one-half (1/2) of his or her accumulated sick leave at the time of separation at the employee's base rate of pay. Upon separation due to retirement or death, an employee shall be paid for all accumulated sick leave existing on the effective date of retirement or death, not to exceed six hundred (600) hours, at the employee's base rate of pay at the time of separation.

### **13.4 GRANTING SICK LEAVE**

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

13.4.1 Sick leave shall not be granted in advance of accrual.

13.4.2 Leave without pay may be granted for sickness extending beyond the earned credits.

13.4.3 After six (6) continuous months of service, vacation or any compensatory/holiday leave credits may be used for sick leave when sick leave has been exhausted.

13.4.4 Sick leave for family care:

- a. Sick leave may be used when an employee is incapacitated by sickness or injury; for disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom; for medical, dental or optical examination or treatment, including examinations for military service or disability payment; or for necessary care and attendance by the employee during sickness of the employee's immediate family. Immediate family includes husband, wife, son, daughter, mother, father, sister, brother, grandmother, grandfather, grandchildren, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, and domestic partner as defined by the City.
- b. The amount of sick leave granted for necessary care of an employee's immediate family shall not exceed eighty (80) work

hours in any twelve-month period. Nothing in this subsection shall limit the amount of unpaid leave which can be taken by an employee when federal law provides for such leave.

### **13.5 DEBITING SICK LEAVE**

Sick leave shall be debited as follows:

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

### **13.6 TRANSFER OF SICK LEAVE CREDITS**

When an employee is appointed to a Deputy Sheriff position in the Department immediately following the employee's separation from a position in another Career Service agency, the employee's accumulated sick leave credits shall be transferred with the employee, up to the maximum allowed in Section 13.2 above. Further, in determining length of service for purposes of calculating the amount of payment upon separation pursuant to Section 13.3 above, continuous service in the employee's previous Career Service position shall be counted as service in the Department, provided such service was performed immediately prior to the employee's appointment as a Deputy Sheriff.

### **13.7 DONATED SICK LEAVE**

An employee may donate sick leave to or receive sick leave from any other City employee, excluding members of the Classified Service, provided that all of the following conditions are met:

1. The recipient employee must have totally exhausted all available vacation, sick leave and compensatory/holiday bank time.
2. The amount of sick leave donated may not reduce the donor employee's sick leave balance to less than one hundred (100) hours.
3. The amount of sick leave to be credited to the recipient employee's account shall be computed as follows:

- a. Multiply the number of hours of sick leave being given by the donor employee times the hourly rate of pay of the donor employee;
  - b. Divide the result of Step a. by the hourly rate of pay of the recipient employee; and
  - c. Round the result down to the closest one-tenth (1/10th) hour.
4. The computations made in subparagraph 3 above shall be reported to the auditor in accordance with procedures to be established by the Auditor's Office.
5. The recipient employee will be credited with no more than one hundred sixty-five (165) hours per twenty-eight (28) day work cycle and no more than the equivalent of such one hundred sixty-five (165) hours will be deducted from the sick leave banks of donor employees per twenty-eight (28) day work cycle.
6. All donations added to the employee's sick leave accrual may be used toward any sick usage in the future or paid upon separation in accordance with the provisions of this Article.
7. Sick leave donations from an employee will be debited from an employee's accumulated sick leave bank and will not be charged against any accrued but unused sick leave in the current year.

**Article 14     JURY LEAVE**

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

**Article 15 FUNERAL LEAVE**

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

## **Article 16    MILITARY LEAVE**

- 16.1 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.
  - 16.1.1 Employees shall give the Department advance written or verbal notice of an absence due to military service.
  - 16.1.2 Employees shall be eligible for up to fifteen (15) days of paid military leave between October 1 of any year and September 20 of the following year, not to exceed one hundred twenty-three and three-quarters (123.75) hours for Denver Sheriff Deputies or one hundred twenty (120) hours for Denver Sergeants and Captains.
  - 16.1.3 Any employee who remains in military service beyond the time for which paid military leave is allowed shall be placed on military leave without pay. However, an employee may elect to use any accrued vacation leave or compensatory time, in lieu of unpaid leave, for all or any portion of the employee’s absence due to military service.
- 16.2 Employees absent on military leave for less than thirty-one (31) days are entitled to continued health and dental insurance coverage as provided by this Agreement. Employees who serve more than thirty (30) days in the military may elect continued health and dental insurance coverage for themselves and their dependents, at their own expense.
- 16.3 While on paid military leave, an officer’s seniority and eligibility for pay increases and vacation and sick leave accrual shall not be affected. While on any unpaid military leave, an employee’s seniority will not be affected.
- 16.4 The Undersheriff may grant paid military leave for employees who have requested but are not required to attend military training exercises. Any paid leave granted for such voluntary training shall be included in the total amount of paid military leave available to employees in Section 16.1 above.

## **Article 17 OTHER LEAVES**

### **17.1 ADMINISTRATIVE LEAVE**

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

- (a) to present grievances or appeals not covered by this Agreement;
- (b) to participate in meetings, institutes, examinations, and other activities related to the employee's work;
- (c) to compete for positions in the Career Service, including interviews and examinations;
- (d) collective bargaining as outlined by the Charter;
- (e) hearings, arbitrations, or court appearances provided for through this agreement;
- (f) to participate in Justice Center Task Force meetings;
- (g) to attend Denver City Council Safety Committee meetings relevant to the Department.

### **17.2 LEAVES WITHOUT PAY**

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

### **17.3 FAMILY AND MEDICAL LEAVE**

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

**Article 18      EDUCATIONAL REFUND PROGRAM**

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

**Article 19 PAY RATES, LONGEVITY AND PAY DATES**

19.1 Effective January 1, 2013, the annual salary for employees will be as follows:

Deputy Sheriff (0%)	
Step B.....	\$48,858
Step C.....	50,332
Step D.....	51,820
Step E.....	53,252
Step F.....	54,740
Step G.....	61,426
Step J.....	68,082

(There is no Step A, H or I)

Deputy Sheriff Sergeant (0%)	
Step A.....	\$60,828
Step B.....	64,521
Step C.....	68,564
Step D.....	74,565
Step E.....	77,162
Step F.....	81,907

Deputy Sheriff Captain (0%)	
Step A.....	\$75,906
Step B.....	80,374
Step C.....	85,059
Step D.....	89,994
Step E.....	95,248
Step F.....	100,810

19.2 Effective January 1, 2014, the annual salary for employees will be as follows:

Deputy Sheriff (2%)	
Step B.....	\$49,835
Step C.....	51,339
Step D.....	52,856
Step E.....	54,317
Step F.....	55,835
Step G.....	62,655
Step J.....	69,444

(There is no Step A, H or I)

Deputy Sheriff Sergeant (2%)

Step A.....	\$62,045
Step B.....	65,811
Step C.....	69,935
Step D.....	76,056
Step E.....	78,705
Step F.....	83,545

Deputy Sheriff Captain (2%)

Step A.....	\$77,424
Step B.....	81,981
Step C.....	86,760
Step D.....	91,794
Step E.....	97,153
Step F.....	102,826

**19.4 LONGEVITY**

All employees, upon reaching their fifth (5th) anniversary date of employment, shall be paid longevity pay at the rate of seven dollars (\$7) per month for each year of service except that no employee shall receive longevity compensation in excess of one hundred seventy five dollars (\$175) per month or two thousand one hundred dollars (\$2,100) per year.

**19.5 STEP PLAN**

An employee shall serve one (1) year at each step, except that on January 1, 2003, all Deputy Sheriffs on the A Step shall move to the B Step, and the eligibility date for merit increases for such Deputy Sheriffs shall thereafter be regarded as January 1 for purposes of the Step Plan. The G Step on the pay rates for Deputy Sheriff shall not be applicable to employees hired on or before December 31, 2002, and when such employees complete a year on the F Step, they are eligible to move from the F to the J Step in accordance with the provisions of this section 19.3. The employee shall move to the next step in his/her respective rank on the anniversary date or promotional date provided the employee receives an evaluation rating of at least "successful" for that year and provided further that if the anniversary date or promotional date is on a day other than the first day of the payroll period, the employee shall move to the next highest step on the first day of the payroll period after his/her anniversary date or promotional date. The evaluation rating is subject to grievance under the Rules of the Career Service Authority and the determination under such Rules shall be final and binding. The evaluation rating is not subject to the grievance and arbitration procedure under this Agreement.

## 19.6 **PROMOTIONS**

When an employee is promoted within the bargaining unit from one rank to another, the employee shall be placed at the closest step in the higher rank that results in at least a nine and six-tenths percent (9.6%) increase above the base salary received prior to promotion.

## 19.7 **SHIFT DIFFERENTIAL**

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

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

## 19.8 **SPECIALTY PAY**

Employees who are certified and designated as bilingual Deputy Sheriffs, field training officers, members of the emergency response unit, honor guard, or CDL drivers, in accordance with procedures published by the Undersheriff or the Undersheriff's designee and are assigned as bilingual Deputy Sheriffs, field training officers, emergency response unit members, honor guard, or CDL drivers, shall, in addition to the pay rates above, receive one hundred dollars (\$100) per month. Employees certified and designated in more than one of these categories shall not receive more than one hundred dollars (\$100) per month for specialty pay.

## 19.9 **PAY DATES**

Employees shall be paid on a biweekly basis. Whenever a payday falls on a recognized holiday specified in Article 11, payment of salaries shall be made on the preceding business day.

**Article 20      FUNERAL EXPENSES**

In the event an employee is killed in the line of duty or dies from injuries sustained in the line of duty, the City shall pay the cost of reasonable funeral expenses up to a maximum of twenty thousand dollars (\$20,000), which amount shall be offset by any other payments for these purposes made by any other agency or organization.

## **Article 21 GRIEVANCE AND ARBITRATION PROCEDURES**

- 21.1 A grievance is a claim that the City has violated an express provision of this Agreement.
- 21.2 Any employee or group of employees may discuss any matter with their Division Chief or the Undersheriff without invoking the formal grievance procedure provided for in this Article. No agreements reached in such informal discussion shall be binding on the FOP or any other employee nor shall they be binding on the City or employee raising the issue except for the specific incident which led to the discussion. The FOP may report an impending grievance to the City in an effort to forestall its occurrence.
- 21.3 Neither the City nor the FOP shall threaten or coerce any employee for filing a grievance under this Agreement
- 21.4 All grievances shall be settled in the following manner:
- Step 1. A grievance must be initiated by either an aggrieved employee or by the FOP on behalf of the employee. The grievant must reduce the grievance to writing and present the written grievance to the Division Chief within fifteen (15) calendar days after the grievant knew or should have known of the facts which gave rise to the grievance. The written grievance must contain (a) a statement of the grievance and the facts upon which it is based; (b) the specific section(s) of the Contract allegedly violated; and (c) the remedy or adjustment sought. The Division Chief shall hold a meeting with the grievant within fifteen (15) calendar days from the receipt of the grievance and a representative of the FOP may be present at that meeting. Within fifteen (15) calendar days from the date of such meeting the Division Chief will issue a written response to the grievant and provide a copy to the FOP. The FOP shall be given notice of the meeting and have a right to attend the meeting.
- Step 2. If the grievance is not resolved at Step 1, the grievant or the FOP shall have fifteen (15) calendar days from the issuance of the Step 1 denial to present the grievance to the Undersheriff or his designee. Within fifteen (15) calendar days of receipt of the grievance at Step 2, the Undersheriff or his designee shall hold a meeting with the grievant and representative(s)/attorney of the FOP. Within fifteen (15) calendar days of such meeting the Undersheriff or his designee shall issue a response in writing to the grievant and FOP.
- Step 3.
- a. If the grievance is not resolved at Step 2, the FOP may demand arbitration. Any demand for arbitration must be in writing and received by the official designated by the City within fifteen (15)

calendar days of the FOP's receipt of the Step 2 denial. The Grievance Arbitration Board shall consist of:

1. Appointee of the City;
  2. Appointee of the FOP;
  3. The two appointees shall select a neutral third party to be the Chair of the Grievance Arbitration Board.
- b. If, within twenty one (21) calendar days, the representatives of the City and the FOP fail to select a neutral third panel member, either party or its representatives may refer the matter to the Federal Mediation & Conciliation Service (FMCS) for the selection of an impartial arbitrator to act as the third member of the Grievance Arbitration Board, by requesting a panel of seven arbitrators to be sent to the parties. The Chair shall be selected by a method of alternative striking of names from the panel, with the first strike determined by a coin flip. The final name left on the panel shall be the Chair.
- c. The Arbitration Board shall have the authority to hold hearings and make procedural rules. The Chair shall have the power to administer oaths and to require by subpoena the attendance and testimony of witnesses, the production of books, records and other evidence pertinent to the issues presented to the Arbitration Board for determination.
- d. The award of the Arbitration Board, or failing a majority decision, the decision of the Chair shall be final and binding on the City and the FOP. Neither the Arbitration Board nor the Chair shall have authority to add to, subtract from, alter or modify any terms of this Agreement.
- e. The costs of any arbitration shall be borne equally by the parties to this Agreement.
- f. Either party may request a certified court reporter to take a stenographic record of the evidence taken at the arbitration hearing. If such a stenographic record is taken, a copy of the transcript shall be provided to the Chair. The party requesting a stenographic record shall pay the cost thereof, except that if the other party shall request a copy of any transcript, the parties shall share equally the entire cost of making the stenographic record.

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

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

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

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

## **Article 22 SAVINGS CLAUSE**

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

**Article 23 TERM**

This Agreement shall be effective as of January 1, 2012 and shall remain in full force and effect until December 31, 2013.

**FRATERNAL ORDER OF POLICE,  
DENVER SHERIFF LODGE 27**

**CITY AND COUNTY OF DENVER**

\_\_\_\_\_  
Michael Jackson,  
President

\_\_\_\_\_  
Michael B. Hancock,  
Mayor

\_\_\_\_\_  
Jeffrey Shaw,  
Vice President

**ATTEST:**

\_\_\_\_\_  
Anthony Gettler,  
Secretary

\_\_\_\_\_  
Debra Johnson,  
Clerk and Recorder

**REGISTERED AND COUNTERSIGNED:**

\_\_\_\_\_  
Cary Kennedy, Manager of Finance

\_\_\_\_\_  
Dennis J. Gallagher, Auditor

**APPROVED AS TO FORM:**

**RECOMMENDED AND APPROVED:**

Douglas Friednash, City Attorney  
City and County of Denver

\_\_\_\_\_  
Alex J. Martinez, Manager of Safety

By: \_\_\_\_\_