

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF TRINIDAD

AND

**LODGE NO. 70
OF
FRATERNAL ORDER OF POLICE**

**JANUARY 1, 2024
TO
DECEMBER 31, 2026**

POLICE UNION AGREEMENT

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ARTICLE I

UNION RECOGNITION AND SECURITY

SECTION 1. RECOGNITION

The City of Trinidad recognizes Fraternal Order of Police, Lodge 70 as the sole and exclusive bargaining agency for all City of Trinidad employees working for the City Police Department and represented by this Agreement. The positions shall include all police officers, detectives, corporals, sergeants, lieutenants, evidence technicians, e-discovery technicians, community service officers, animal control officers, and dispatchers.

SECTION 2. UNION SECURITY

This Agreement shall be effective for all employees who are members in good standing as of the effective date of this Agreement. Employees working in a sworn job classification covered under this Agreement may join the Union beginning on the day they are sworn in as a law enforcement officer. Civilian employees, who are covered by this Agreement, may join the Union beginning on their first day of work.

SECTION 3. PAYROLL DEDUCTION OF DUES

All employees who are members of the Union or who become members under conditions of this Agreement shall have their dues deducted monthly from their paycheck issued nearest the end of the month payable for the following month, together with such other assessments, initiation, reinstatement or deductions, which shall have been certified by the Treasurer of the Union to the City sufficiently in advance of the payroll deduction to permit the proper deduction of the amount specified.

SECTION 4. MEETING ON UNION BUSINESS

The appropriate Union Steward and/or FOP Lodge No. 70 Representative may confer with any employee covered by this Agreement on the job site during business hours concerning any grievance or other matter covered by this contract. Such conference shall be with the prior consent of the supervisor of the affected employee(s) and limited to the amount of time necessary for that purpose and shall be arranged so as not to interfere with other employees in the work unit.

SECTION 5. FOP TIME BANK

The FOP will be given a bank of one hundred twenty (120) hours of paid leave per year for any member designated by the FOP to draw upon to attend training, seminars, and state and national conferences and any other business of the union outside of the workplace. FOP paid time provided herein shall not count as "hours worked" for the purposes of calculating overtime. The FOP President shall submit requests to use such hours to the Chief or his

designee in advance of the use of FOP time, and all requests must be approved in advance by the Chief or his designee.

SECTION 6. INDEMNIFICATION OF CITY

The Union shall indemnify the City of Trinidad against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City for the purpose of complying with any of the provisions of this Agreement.

SECTION 7. DEFINITIONS

(A) Regular Employee – An employee who has been hired or promoted to fill a regular position with the City, when such position is represented by this Agreement. Such regular employee must have satisfactorily completed the required probationary period.

(1) Full-Time Employee – An employee whose established job assignment and duties require at least an eight (8) hour workday or a forty (40) hour work week.

(2) Part-Time Employee – An employee whose established job assignment and duties require less than an eight (8) hour work day or less than a forty (40) hour work week.

(B) Probationary Employee – An employee who has been hired in anticipation of filling a regular position and who must satisfactorily complete a probationary period of a minimum of six (6) months for non-sworn personnel and twelve (12) months for sworn personnel before being classed as a regular employee.

(C) Temporary/Seasonal Employee – An employee who has been hired to fill a temporary or seasonal position in the City. The filling of a temporary/seasonal position may be for the same job duties or similar job duties as a regular employee; however, a temporary/seasonal assignment may not exceed 1,040 hours in duration. Should it be determined by the City Manager, a Temporary/Seasonal position may be extended for an additional 1,040 hours, however, in no case shall the total duration of a Temporary/Seasonal position, including the initial appointment and any extension, exceed a total of 2,080 hours.

(D) Continuous Operations Personnel – Employee(s) assigned to job duties and/or positions with the Police Department which require operating schedules on a twenty-four (24) hour basis.

(E) Extended Operations Personnel – Employee(s) assigned to job duties and/or positions with the Police Department which require operating schedules beyond the typical workday hours.

(F) Work Year – One year (12 months) of time from the initial date of employment of a regular, full-time City employee.

(G) Work Week – A seven day period beginning at 12:00AM on Saturday and ending at 11:59PM on Friday.

(H) Temporary Assignment – The assignment of a City employee by his supervisor to a work position other than the position to which he was hired.

(I) Overall Seniority – The prioritized order for calculation of rights and privileges afforded by this Agreement. Calculation of such priority shall be determined for each regular employee by that employee's respective date of hire in a position recognized by this Agreement. For regular, part-time personnel, the prioritized order shall be based upon such employee's proportional length of employment as compared with the standard work year of 2,080 hours.

(J) Departmental Seniority – The prioritized order for calculation of rights and privileges afforded by this Agreement. Calculation of such priority shall be determined for each regular employee by the employee's respective date of assignment within the Police Department. For regular, part-time personnel the prioritized order shall be based upon such employee's proportional length of service in the Police Department.

(K) Time in Classification: The prioritized order for calculation of rights and privileges afforded by this Agreement. Calculation of such priority shall be determined for each regular employee by the employee's respective date of assignment within his/her current classification. For regular, part-time personnel the prioritized order shall be based upon such employee's proportional length of service his/her current classification.

(L) Immediate Family – Immediate Family is defined for the purpose of this Agreement as the employee's spouse or domestic partner (*i.e.*, a person with whom the employee's life is interdependent and with whom the employee shares a mutual residence), parents, step-parents, guardians, children, step-children, grandparents, grandchildren, brothers and sisters, brothers-in-law and sisters-in-law, and the employee's spouse's parents.

(M) Flex Time – Flex time is an alternative work schedule that may exceed eight (8) hours per day, such as four (4) days at ten (10) hours, but may not exceed forty (40) regular hours per week.

(N) Critical Incident – Critical incident shall be defined as an officer’s direct involvement in:

- a. a use of force resulting in death or serious injury to a suspect, member of the community or another officer,
- b. an in-custody death,
- c. a vehicular accident resulting in death or serious injury.

ARTICLE II RIGHTS OF MANAGEMENT

SECTION 1. MANAGEMENT PREROGATIVES

The Union agrees that the direction of the work force, including the right to hire, suspend, or discharge for cause, transfer for legitimate reasons, relieve employees from duty because of lack of work, or cutbacks because of budget requirements, is vested exclusively in the City of Trinidad and in management, subject to the limitations as may be contained Federal and State Constitutions, Federal and State Statutes, the City Charter, City Ordinance, Federal and State Court decisions, and the terms of this Agreement.

ARTICLE III LAYOFF/ RE-HIRE PROCEDURE

SECTION 1. LAYOFF NOTICE

In case of layoff, notice of such layoff shall be given to the affected employee(s) in written form, either by personal service by his or her supervisor or by certified mail. In either case, a minimum of ten (10) workdays of notice shall be given prior to the effective date of layoff. Copies of such layoff notice for any employees covered by this Agreement shall be provided to the appropriate Union representatives.

SECTION 2. EMPLOYEE LAYOFF SELECTION

The City shall have the sole authority to determine which positions shall be affected by employee layoff. Determination of any employee(s) affected by layoff shall be on the basis of departmental seniority for the position(s).

SECTION 3. EXERCISE OF BUMPING RIGHTS

If an employee in a position that has been selected for layoff is determined to be qualified for a position in a lesser classification within the Police Department, and such employee has Departmental Seniority over any other employee in such lesser classification, then the senior employee may exercise bumping rights. The determination of qualifications of any employee wishing to exercise bumping rights into a department other than the Department in which that employee is assigned shall be made by the City based upon the employee's previous successful experience in the lesser classification within the Department and satisfactory completion of a trial period as set forth in Article IX, Section 5.

SECTION 4. BUMPING RIGHTS TIME LIMIT

The exercise of bumping rights by an employee shall be initiated in writing by such employee within ten (10) calendar days from the date of receipt of a layoff notice, or such rights shall be forfeited. Any employee displaced through the bumping rights process may exercise the same rights with a lesser position.

SECTION 5. REHIRE PROCEDURE

If the City should re-establish a position previously eliminated by layoff within one (1) year from the date such position was eliminated, the former employee previously in that position shall be given ten (10) calendar days' written notice to indicate a desire to fill the position. Such notice shall be by certified mail to the former employee's last known address.

Should such former employee indicate a desire to return to employment with the City, such former employee must be available to report to work within ten (10) calendar days of his response to the position.

Any employee returning to work with the City under the provisions of this Article shall be subject to the trial period as set forth in Article IX, Section 5.

SECTION 6. REINSTATEMENT OF SENIORITY

Any employee who separates employment with the Police Department for reasons other than discharge for just cause and who returns to employment with the City within one (1) year of the date of separation, shall retain his or her seniority with respect to rates of accrual of benefits.

ARTICLE IV

DISCIPLINE OR DISCHARGE

SECTION 1. IMPOSITION OF DISCIPLINE

Employer shall not discipline any employee without just cause. While disciplinary actions are generally applied in a progressive manner, the employer may impose discipline at a level which is appropriate to the offense committed.

SECTION 2. SUSPENSION WITH PAY

Prior to consideration of discipline, if the City Manager determines it is in the best interests of the City and the employee that the employee be temporarily removed from the workforce, the employee shall be suspended with pay.

SECTION 3. UNSAFE ACTS

No employee shall be disciplined for refusal to perform an unsafe act or one for which the employee is not adequately trained. Unsafe acts include, but are not limited to, violations of the jointly-developed Safety Manual.

SECTION 4. DUE PROCESS

If the discipline is the result of a criminal investigation that may be charged as a felony, the department head will be allowed to forego the pre-disciplinary meeting until charges are filed or until the matter is resolved and the employee is found guilty or pleads guilty to a felony.

The City shall discharge an employee only upon a finding of just cause. Such finding may be based upon one or more of the following grounds:

- (A) Incompetence, incapacity, or inefficiency in performance of duties;
- (B) Violation of an official rule, regulation, or order;
- (C) Failure to obey any lawful or reasonable direction when such action amounts to insubordination or serious breach of discipline;
- (D) Conviction of a felony;
- (E) Willful or repeated negligence in performing duties;
- (F) Conduct unbecoming an employee of the City;
- (G) Conduct subversive to the laws of the State or Nation;
- (H) Misuse of public funds; or
- (I) Falsifying reports or records.

Discharge shall be effective immediately upon service of written notice by the employee's supervisor, or upon receipt of written notice by certified mail. Such notice shall specify the finding(s) upon which the termination is based.

SECTION 5. DISCIPLINARY PROCEDURE

The Disciplinary Procedure shall be limited to the following:

- (A) **Counseling Memo** – If a supervisor has reason to issue a counseling memo to any employee in his charge, such memo shall be issued at a place and time away from other employees and the public. The memo shall be kept in the subject employee's personnel file for a period of one (1) year from the date of the memo. If no similar occurrence takes place during that time period, the employee may request it shall be purged from the file.

- (B) **Written Reprimand** – If a supervisor has reason to issue a written reprimand to an employee in his/her charge, such reprimand shall be issued in written letter form stating the infraction of the employee and outlining corrective measures the employee should follow to avoid re-occurrence. A copy of the letter shall be kept in the employee's personnel file for a period of three (3) years from the date of the reprimand. If no similar occurrence takes place during that time period, the employee may request that the Reprimand be purged from the file.

- (C) **Pre-Disciplinary Meeting:**
 - (1) Before a suspension, demotion or termination occurs, a pre-disciplinary meeting shall be held. A pre-disciplinary meeting shall not be required for a counseling memo or written disciplinary action notice or disciplinary probation or prior to placing Union member on investigatory leave.
 - (2) The purposes of the pre-disciplinary meeting are the following:
 - (a) To allow the Union member to correct any errors in City of Trinidad information or facts upon which it proposes to take disciplinary action; and
 - (b) To allow the Union member to tell his or her side of the story and present any mitigating information as to why the disciplinary action should not be taken.
 - (3) The written notice of contemplation of disciplinary action and pre-disciplinary meeting shall contain the following:
 - (a) That disciplinary action is contemplated;
 - (b) The specific conduct or omission committed by the Union member, which the City of Trinidad believes is in violation of this contract, its Personnel Policy, City of Trinidad rules, regulations or practices, or other applicable federal, state or local law;

- (c) The purpose of the pre-disciplinary meeting as described in subsection 2 above;
 - (d) The date, time and location of the pre-disciplinary meeting; and
 - (e) That the Union member is entitled to representation by a disinterested union steward or FOP Representative of their choice at the meeting, which does not include attorneys. The City is not responsible for any costs related to employee representation.
- (4) The notice of the pre-disciplinary meeting will be given to the Union member in person with a certificate of hand delivery, or certificate by courier delivered to his/her last address of record in the Payroll Department, or sent by first-class certified/registered U. S. Mail with a certificate of mailing, five (5) working days before the meeting is to occur.
- (5) Because the meeting is not “adversarial,” the following shall not occur:
- (a) justification of Management’s views to the Union member or his/her representative;
 - (b) testimony by or cross examination of witnesses;
 - (c) testimony under oath; or
 - (d) recording of the proceedings by a court reporter or tape recorder, or any other recording device.
- (6) Failure of a supervisor to comply strictly with the requirements in this subsection B shall not constitute a basis for reversing a disciplinary action upon grievance, arbitration, or mediation.

(D) Suspension Without Pay – If a supervisor has reason to issue a suspension without pay to an employee in his charge, such suspension shall be issued in written letter form stating the infraction of the employee, the corrective measures the employee should follow to avoid re-occurrence, and the duration and effective date of suspension. Such suspension shall allow three (3) working days’ notice to be given prior to the start of such suspension. A copy of the suspension letter shall be kept in the employee’s personnel file for a period of five (5) years from the date of suspension. If no similar occurrence takes place during that time period, the employee may request that the documentation be purged from the file.

When the City has reason to suspend an employee covered under this Agreement, the City will provide a written notice to the employee indicating the reasons for such consideration. The letter shall be considered given to the employee if personally delivered or, if unable to be personally delivered, after five (5) working days have elapsed from the date of certified mailing to the employee’s last address of record in the Payroll Department.

(E) Termination of Employment (Discharge) - When the City has reason to discharge an employee covered under this Agreement, the City will provide a written letter form

to the employee indicating the reasons for such consideration. The letter shall be considered given to the employee if personally delivered or, if unable to be personally delivered, after five (5) working days have elapsed from the date of certified mailing to the employee's last address of record in the Payroll Department.

- (F) Demotion to Lower Classification – If the Supervisor has reason to demote an employee in his charge, such demotion shall be issued in written letter form stating the infraction of the employee, the corrective measures the employee should follow to avoid re-occurrence, and the effective date of the demotion. Such demotion shall allow five (5) working days' notice to be given prior to the start of such demotion. A copy of the demotion shall be kept in the employee's personnel file for a period of five (5) years from the date of the demotion. If no similar occurrence takes place during the time period, the employee may request the documentation be purged from the file.

SECTION 6. FLAGRANT VIOLATION

Any employee may be suspended immediately for conduct prejudicial to the City, public, or fellow employees, if the public safety and/or welfare are affected wherein the employee knew or should have known he/she committed a violation that clearly violates State or City policy or law.

SECTION 7. DISCIPLINARY GRIEVANCE PROCEDURE

- A) Steps – The following steps shall be utilized if an employee wishes to dispute the disciplinary action taken against him or her where the disciplinary action involved either a demotion, suspension without pay, or discharge:

Step 1 –The aggrieved employee may refer the grievance to the City Manager for a hearing, such request being in writing, within ten (10) working days of the issuance of the department head's decision. Should a hearing be requested, a decision shall be issued within ten (10) working days of the hearing.

Step 2 – If no agreement is reached at Step 2, the employee or a Union representative or his designee may, within five (5) work days of receipt of the Step 3 answer, request mediation by sending a letter to the Federal Mediation and Conciliation Services, with a copy to the City. Mediation will be set as soon as possible after the request. If the issue is not resolved after mediation, the employee will have ten (10) days to file a request to American Association of Arbitrators (AAA) requesting a list of seven (7) qualified arbitrators. Once a list is received, the parties will select the arbitrator by alternately striking one name from the list until only one name remains. The order of striking will be alternated between the parties. On a case-by-case basis, the

parties may mutually agree on an arbitrator without utilizing the AAA process to select an arbitrator.

Hearings shall take place at a location mutually agreed upon by the parties. At the earliest possible time, the arbitrator shall conduct a hearing in order to hear testimony, receive evidence, and consider arguments. The arbitrator will base the decision solely on the evidence presented at the hearing, and if possible will issue a written decision within thirty (30) days of the close of the hearing. The arbitrator shall have no power to add to, subtract from, alter, or amend the terms of this agreement, or to expand the issue to anything beyond what the parties place before him or her; nor shall the arbitrator substitute his/her judgment for that of the City unless the City's actions have violated specific terms of this Agreement.

The hearings shall be closed upon the completion of testimony. The arbitrator shall render his or her decision as soon after the close of the hearings as may be feasible. If the arbitrator is unable to make his or her decision within thirty (30) days of the close of the hearing, he or she shall promptly advise the parties of the reasons for the delay and the date when his or her decision will be submitted. The arbitrator's decision shall be final and shall govern on the dispute before him or her. Expenses and fees incident to the service of an arbitrator shall be paid equally by the City and FOP Lodge No. 70.

- B) Right of Withdrawal – The designated Union representative or his designee has full authority to proceed with or withdraw the grievance at any step of this procedure.
- C) Right to Be Present – The employee shall have the right to be present at each step of the grievance procedure.
- D) Finality of Settlements – Settlements reached at any step of the grievance procedure shall be final and binding on both parties and shall not be subject to further proceedings under this Article except by mutual agreement. Settlements reached shall be in writing and signed by appropriate representatives of the Union and the City.
- E) Waiver of Time Limits – By agreement, the parties may waive the time limits set forth in each step of the grievance procedure.
- F) Precedents – Settlements or withdrawals at any step in the procedure shall not constitute a precedent in the handling of other complaints or grievances.

SECTION 8. BODY WORN CAMERAS OR OTHER DEPARTMENT AUDIO OR VIDEO RECORDINGS

In the event that an allegation is made against an employee which could result in disciplinary action concerning, in whole or in part, an incident that was captured on audio

or video recordings or the body worn cameras, the Department shall provide the employee with access to any such audio or video recording prior to providing any statement with regard to the incident, unless doing so would jeopardize the integrity of the investigation as determined by the Chief of Police.

In addition, officers who are involved in a critical incident such as an officer involved shooting, vehicular accident or pursuit or an in-custody death, shall be permitted, if they so choose, to review his or her body-worn camera video, prior to providing a criminal or administrative statement regarding the events of the critical incident. This provision shall not apply to non-critical incident criminal investigations where the employee is the subject of such investigation.

ARTICLE V HOURS OF WORK

SECTION 1. WORK SHIFT

The normal work shift for all regular, full-time employees shall be determined by the department head based on needs of the department and manpower available.

Employees may be scheduled for eight (8) hour work shifts, ten (10) hour work shifts, or twelve (12) hour work shifts, or any combination of the three. Regular, full-time employees covered by this Agreement shall be assigned no more than eighty (80) work hours within a two-week pay period. The normal work period will be fourteen (14) consecutive days.

All normal work shift hours shall be consecutive except for meal and break periods. Meal periods shall be set by the Supervisor and maintained consistently on a departmental basis. Break periods shall be set by the Supervisor, but in no case more often than once each half of the work shift and no longer than fifteen (15) minutes in duration. When work demands require, the meal period and break periods may be modified by the supervisor.

Assignment of work shifts for sworn personnel shall be in accordance with a team assignment under the supervision of a Sergeant. Rotation of assigned shifts shall be scheduled to ensure equitable distribution of shift hours.

- (a) Flex Time – Employees on flex time schedules shall work forty (40) hours per week with shifts of ten (10) hours per day, four (4) consecutive days per week.
- (b) Work Shift – Assignment of work shifts for sworn personnel shall be in accordance with a team assignment under the supervision of a Sergeant. The Department will develop a pilot program to explore different shift rotations during the first year of this Agreement.

SECTION 2. FIRST SHIFT DAY

The first day of an assigned work shift in each work week for all regular, full-time employees shall constitute the first shift day for the purpose of computing the work week.

SECTION 3. EMERGENCY/CALL BACK HOURS

Any employee who is called back to work before or after a normal work shift without a prior notice of at least twenty-four (24) hours shall be entitled to emergency/call back compensation. Such compensation shall be computed at two (2) times the normal hourly rate for each employee for actual time worked. Actual time worked shall be computed to the next one-quarter ($\frac{1}{4}$) hour. Employees shall be compensated for a minimum of one (1) hour of emergency/call back pay for each occurrence. The work shift shall be identified by time

record. Compensation for assigned, scheduled overtime with notice of twenty-four (24) hours, or any overtime acquired on a volunteer basis, shall be Computed at one and one-half (1 ½) the normal hourly rate. The person arranging the work must actually talk to the employee.

SECTION 4. COMPENSATORY TIME

Employees may accrue up to eighty (80) hours of compensatory time. Employees will be advised by his/her supervisor with at least two (2) weeks' notice to arrange to reduce the time by scheduling time off. Employees will be given a choice of days available to schedule the necessary time off. Employees may cash out their compensatory bank at any time upon request.

ARTICLE VI HOLIDAYS

SECTION 1. COMPENSATION IN LIEU OF HOLIDAYS

Employees assigned to work as continuous operations personnel or extended operations personnel shall receive monetary compensation in lieu of holidays. Payment of such compensation shall be made in one lump sum, less appropriate deductions and taxes, at the time of issuance of payroll for the second half of the month of November of each year.

Employees will be compensated for ninety-six (96) hours or eight (8) hours multiplied by the number of recognized city holidays in a calendar year, whichever is greater at the rate of one and one-half (1 1/2) times their current hourly rate for those hours. Employees will receive holiday pay in a check separate from their regular paycheck.

Where a qualified employee has been employed or assigned in a continuous operations or extended operation position less than the full calendar year, such employee shall receive compensation calculated on a pro-rated basis from the date of assignment to the position.

SECTION 2. PERSONAL DAYS

In addition to the payment in lieu of holidays, four (4) work shifts per year of paid leave, known as personal leave days, shall be granted to each employee of the City. Employees who are employed with the City as of January 1st shall receive all four (4) personal days. Employees who are employed after January 1st of a given year shall receive one personal day for each full quarter that they are employed. The utilization of such personal leave days shall be subject to the operational needs of the department. Personal Days shall count as hours worked for the purpose of calculating overtime. Employees will not be permitted to carryover unused personal days from year to year, unless permitted to do so at the sole discretion of the Chief.

ARTICLE VII
LEAVE BENEFITS

SECTION 1. VACATION/ANNUAL LEAVE

- (a) Rate of Accrual – Each regular, full-time employee shall accrue basic vacation/annual leave in accordance with the following scale based on years of service:

Years of Service	Hours Accrued Per Year
6 months thru 5 years	96
5 years to 6 years	104
6 years to 7 years	112
7 years to 8 years	120
8 years to 9 years	128
9 years to 10 years	136
10 years to 11 years	144
11 years to 12 years	152
12 years to 25 years	160
25 years to 26 years	168
26 years to 27 years	176
27 years to 28 years	184
28 years to 29 years	192
29 to 99 years	200

The beginning date of accrual of vacation/annual leave shall be based upon the initial date of employment as a regular, full-time employee.

With respect to accrual of annual vacation leave by any employee hired after January 1, 1998, after three hundred twenty (320) hours are accrued, no further hours of vacation leave will be accrued until the employee drops below three hundred twenty (320) hours of unused vacation leave.

Employees hired after January 1, 1998 shall be permitted to carryover a maximum of 320 hours of vacation from year-to-year and will be paid for all accrued vacation at the time of separation at their regular rate of pay, up to a maximum of three hundred and twenty (320) hours.

- (b) Longevity Compensation – Each regular, full-time employee attaining twenty-five (25) years of employment with the City shall be granted longevity compensation in the form of one (1) additional day of leave for each year of employment beyond

twenty-five (25) years, up to a maximum of five (5) additional longevity compensation days.

- (c) Use of Accrued Leave – Each regular, full-time employee shall be allowed to use his/her accrued vacation/annual leave based upon a Departmental schedule to be determined by the last working day of February of each year. The priority of scheduled vacation/annual leave shall be on the basis of Departmental Seniority and subject to the manpower needs of the department. In no case, however, shall any employee be allowed to schedule more than twelve (12) work shifts consecutively unless every member of that department has had an opportunity to schedule his/her basic vacation/annual leave.

In determining a departmental vacation/annual leave schedule, the police chief may adjust the assigned days of scheduled annual leave for any employee with a written notification to such employee at least two (2) calendar weeks prior to the first day of assigned vacation.

Any regular, full-time employee who may be on probation or a trial period shall not be allowed to utilize accrued vacation/annual leave.

- (d) Rescheduling of Accrued Vacation/Annual Leave – Should operational emergencies or other circumstances occur which preclude an employee from utilizing scheduled vacation/annual leave, such employee shall be allowed to reschedule such vacation/annual leave within the same calendar year, subject to the departmental work schedule needs.

SECTION 2. SICK/HEALTH LEAVE

- (a) Rate of Accrual – Each regular, full-time employee shall accrue sick/health leave on the basis of eight (8) hours for each month of completed employment with the City. Any regular, full-time employee hired on or after January 1, 1999, will accumulate an uncapped number of sick leave hours but will not be compensated for any accrued sick leave.
- (b) Usage - Each regular, full-time employee shall be allowed to utilize sick/health leave in compliance with the Colorado Healthy Families and Workplaces Act (HFWA).
- (c) Notification to Supervisor – Each regular, full-time employee shall notify on-duty shift commander at least two (2) hours prior to the start of such employee's work shift that he/she is not able to work that day. Any deviation from the two (2) hour notification shall require justification by the employee to his/her supervisor. Should an employee become ill on the job, such employee shall only be assessed sick/health leave for the actual time missed, recorded to the nearest one-half (1/2) hour. Failure

of any regular, full-time employee to provide proper notification to his/her supervisor shall be cause for denial of sick/health leave benefits, and such employee shall be subject to disciplinary action.

SECTION 3. MILITARY LEAVE

The City recognizes and acknowledges State and Federal laws regarding rights and benefits due any employee in military service to this Country.

SECTION 4. JURY DUTY/WITNESS LEAVE

Any regular, full-time employee subpoenaed as a witness in any legal proceeding involving the City or called to jury duty shall notify his/her supervisor as soon as possible upon receipt of such notice and shall provide a copy of such notice to his/her supervisor. Such employee shall not have any time charged against accrued leave for such jury/witness duty. Such employee shall be guaranteed one (1) hour minimum at one and one-half (1 ½) times the hourly wage. Where an employee is paid a fee for jury duty or a witness fee, such fee shall be assigned over to the City. Failure to do so shall result in such employee being charged for the time away from the job consumed by such absence. Where notice of jury duty or subpoena identifies a specific hour at which time such employee must appear, the supervisor shall allow that employee to leave his assigned job duties with sufficient time to report as mandated by the notice. Upon dismissal from such requirement, as specified by the notice, the employee shall return to his job duties if his/her assigned work shift has not concluded. Appearance time in court for work related issues outside the regularly scheduled work shift shall be compensated as overtime.

Not to be confused with this allowance, any regular, full-time employee summoned or subpoenaed to a legal proceeding, either civil or criminal, not related to his/her job duties, shall only be allowed the necessary time away from his/her job, upon showing of proper documentation to his/her supervisor. Such necessary time shall be charged to the employee's accrued vacation/annual leave.

SECTION 5. BEREAVEMENT LEAVE

In the event of a death in the Immediate Family (as defined in Article I, Section 6) of any employee, such employee shall be granted a leave of absence with pay not to exceed five (5) working days. Such leave shall be for the purpose of making household adjustments or to attend funeral services. If additional time is needed, sick leave and/or vacation/annual leave, at the employee's discretion, may be used for this purpose.

SECTION 6. MEDICAL LEAVE

The City recognizes and acknowledges the rights of employees covered by this Agreement through the Family and Medical Leave Act of 1993.

SECTION 7. LEAVE OF ABSENCE WITHOUT PAY OR BENEFITS

The City Manager may authorize, upon the written request of any regular, full-time employee, a leave of absence without pay or benefits. Such leave of absence without pay or benefits shall be considered only upon the presentation of documented medical advice or care prepared by a doctor.

The duration of any granted leave of absence without pay shall not exceed six (6) months. During such time the employee shall not accrue any benefits; however, the City shall continue to provide health insurance benefits in accordance with Article XIII, Section I.

SECTION 8. INJURY LEAVE/WORKERS COMPENSATION

Any employee who suffers an injury or illness on the job shall be subject to the Workers' Compensation Act of Colorado. Until such time as a claim is determined to be compensable pursuant to Workers' Compensation Act, the time away from the job shall be charged to such employee's accrued leave time, beginning with accrued sick leave and followed by vacation/annual leave.

Upon determination that the claim is compensable pursuant to the Workers' Compensation Act, the leave time consumed shall be restored to that employee's account of accrued leave time. A copy of the written determination of acceptance of liability shall be provided to the injured employee. The City of Trinidad will continue to pay the injured worker 100% of their regular salary for six (6) months, whereby the employee would otherwise be entitled to temporary disability benefits (66 2/3%) from the City's Workers' Compensation carrier. After the first six (6) months have elapsed, the employee shall begin receiving temporary disability benefits (66 2/3%) directly from the City's Workers' Compensation carrier, rather than 100% of their salary from the City. Once the first six (6) months of injury leave has expired, the employee will not continue to accrue benefits except for medical/health insurance, for which the employee will be responsible for his/her share.

An employee incapacitated due to a job-related injury or illness who cannot perform the essential functions of his/her job with or without reasonable accommodation and who fails to return to work after twelve (12) months of injury leave is subject to termination. Prior to termination, the City Manager will review the employee's current medical ability and prognosis, and provide those employees covered under the Fire & Police Pension Association (FPPA) whatever documentation is required to ensure that the employee is not denied any benefit(s) that the employee is otherwise entitled to under the employee's FPPA coverage.

An employee who seeks to return to work from a job-related injury or illness is required to provide a "fitness for return to duty" report from his/her physician. If the employee returns from injury leave and within six (6) months becomes unable to work due in whole or in part to a re-injury or aggravation of the prior injury, the employee will be allowed to use the

remainder of the original twelve (12) month injury leave period. Under this paragraph, the re-injured employee will not be allowed a second twelve (12) month leave period and will be subject to termination at the end of the original twelve (12) months of leave. However, prior to termination, the City Manager will again review the employee's current condition and prognosis.

SECTION 9. UNION CONTRACT NEGOTIATIONS LEAVE

Negotiations for future changes or replacement of the current Union contract shall be conducted at times and places mutually agreed upon between the City and Union designated negotiators. The members of the Union negotiations team shall be released from their respective job duties without loss of pay during the times of such negotiations, where such negotiations schedule coincides with the regular scheduled work hours of any such employee. It is recognized that the City and the Union may designate its representatives; provided, however, that the number of Union representatives shall not exceed five (5) except by agreement.

SECTION 10. ADMINISTRATIVE LEAVE FOR UNION BUSINESS

Designated FOP representatives shall be permitted to conduct regular union business while on duty with no loss of pay, provided that such activity does not unduly interfere with the performance of the employee's duties. Regular union business for purposes of this section shall include attendance at meetings for the purpose of preparing for negotiations, negotiation meetings with City, attendance at grievance meetings or arbitrations, representation of employees in disciplinary matters, and labor-management meetings. Union business conducted while the employee is off-duty shall be performed on the employee's own time unless authorized by the Chief of Police. If the Chief or City believes that there is an abuse of this time, they will contact the FOP and the FOP will take all reasonable steps to eliminate the abuse.

SECTION 11. LIGHT DUTY STATUS

If, as a result of a service or non-service connected injury or illness, an officer is temporarily disabled and unable to efficiently perform the duties of his/her position, but is able to efficiently perform the duties of some other position within the department which is compatible with the officer's skills and abilities, then the Chief of Police or City Manager may refer the employee for placement in such departmental position for a period not to exceed one year. Upon approval of the Chief of Police or City Manager, the employee may be so employed within his/her medical/physical restrictions. Such assignment shall be called light duty.

SECTION 12. ADMINISTRATIVE LEAVE OF ABSENCE

The City and the Union recognize that it may be necessary to place an employee on administrative leave of absence, with pay, when allegations of criminal misconduct, or allegations of a flagrant violation of this Agreement or a City policy, warrant such an action.

SECTION 13. LEAVE SHARING

The City agrees to allow employees within the Police Department to transfer annual leave, sick leave, or compensatory time to other employee(s) under the following conditions:

- (i) the transfer is subject to the approval of the Chief of Police or City Manager;
- (ii) (ii) the employee receiving the transfer (“receiving employee”) must have at least one year of City service;
- (iii) (iii) all personal accrued leave must be exhausted and the employee must not be receiving short-term disability, long-term disability, or workers’ compensation benefits;
- (iv) (iv) if the receiving employee does not disclose the receipt of the benefits in the prior sentence, he/she shall be subject to discipline;
- (v) (v) the receiving employee or family member (spouse, child, ~~or parent~~) must be experiencing a catastrophic illness or injury to qualify; and
- (vi) (vi) an hour transferred to the receiving employee will be paid at the receiving employee’s rate of pay at the time the leave is taken.

Such transfer requests shall not be unreasonably denied by the Chief of Police and will be subject to review by the City Manager.

This article does not in any way restrict the discretion of the Chief of Police to approve or not approve the leave of any employee.

ARTICLE VIII WAGES AND PAY PROVISIONS

SECTION 1. WAGES AND RATES

- (a) **Sworn Employees** On January 1, 2024, the pay scales found in Appendix A shall be implemented for all sworn bargaining unit members. Members shall be placed on the pay step that corresponds to their years of service as a police officer or their time in rank. Beginning in 2025, members shall advance to the next step on the pay scale on the anniversary of their date of hire provided they receive a satisfactory employment evaluation once a new evaluation system is implemented. Employees who are not credited for their prior law enforcement experience and are hired after the implementation of the pay scale shall be placed on Step 1 of the pay scale and shall advance to the next step on the anniversary of their hire date.
- (b) **Non-sworn Employees** On January 1, 2024, all dispatchers shall receive a six percent (6%) increase over their 2023 pay.

SECTION 2. PAY PERIODS

The City shall pay the appropriate wages to each respective employee covered by this Agreement, subject to the required and certified payroll deduction. The issuance of payroll shall be on a bi-weekly basis.

SECTION 3. OVERTIME COMPENSATION

Compensation for assigned, scheduled overtime shall be computed on the basis of one and one-half (1 ½) times the affected employee's regular hourly wage rate for actual time worked in excess of eight and one-quarter (8 ¼) hours in a calendar day.

Work on the sixth day shall be paid at one and one-half (1 ½) times the affected employee's regular hourly wage. Work on the seventh day shall be paid at two (2) times the affected employee's regular hourly wage. For purposes of consideration of double time pay, if an employee is required to work consecutive shifts during a work week, the consecutive shift shall be counted as a day.

SECTION 4. ASSIGNMENT OF OVERTIME

Selection of employees for assigned overtime shall be on the basis of seniority. The assignment of overtime shall be on a rotational basis, beginning with the senior-most

employee. Succeeding overtime assignments shall exhaust the list of qualified personnel, affording each employee the opportunity for assigned overtime.

As far as practicable, overtime shall be voluntary. Should there be no volunteer for a necessary overtime assignment, the supervisor shall direct the least senior employee to perform the assigned work.

SECTION 5. MANDATORY OVERTIME

When a supervisor determines that overtime work is necessary for the protection of the safety, health, or welfare of the public or employee safety, such overtime assignment for any employee in that supervisor's charge shall be mandatory.

SECTION 6. SEVERANCE COMPENSATION

Any employee who terminates employment with the City for any reason shall be paid coincident with his/her final paycheck for all accrued vacation/annual leave and all accrued compensatory time, if any. In the event of the employee's death, the payment shall be made to the employee's beneficiary.

Any employee, hired after December 31, 1998, who terminates employment with the City in good standing shall be compensated for those accrued unused sick leave hours in excess of six hundred forty (640) hours at the rate of fifty percent (50%) of his/her straight-time rate.

SECTION 7. PAY BY CLASSIFICATION

Any regular, full-time employee temporarily assigned to work in a higher classification shall be compensated at the regular hourly rate at Step 1 of the higher classification for the actual time in incremental one-quarter ($\frac{1}{4}$) hours worked in that classification. Any regular full-time, employee temporarily assigned to a lower classification shall be compensated at his/her normal regular hourly rate for such time during the work assignment in the lower position.

SECTION 8. SHIFT DIFFERENTIAL COMPENSATION

Any regular, full-time employee working consistent eight (8) hour work shifts whose assigned hours of work in a regularly scheduled shift includes work hours after the hour of 5:00 p.m., but before 11:00 p.m., shall be compensated at the regular hourly rate plus a premium of nine (9) percent for actual hours worked during that time interval.

Any regular, full-time employee whose assigned hours of work in a regularly scheduled shift includes work hours after 11:00 p.m., but before the hour of 7:00 a.m., shall be compensated at the regular hourly rate, plus a premium of twelve (12) percent for actual hours worked during that time interval.

Any regular, full-time employee working varied hours/schedules under the declared fourteen (14) day work period, shall be compensated for all regular hours worked at the regular hourly rate plus a premium of seven (7) percent, the average of shift differential compensation paid to employees for shift work, so as to ensure equitable distribution of shift differential premium without regard to rotation of assigned shifts.

SECTION 9. ON-CALL PAY

Employees who are placed on-call by the Chief of Police or his or her designee shall be compensated at the rate of \$175.00 per week for each week they are placed on call.

SECTION 10. CITY CONTRIBUTION TO RETIREMENT

The City shall maintain the current 457 retirement system and the City will match the employee's contribution to the plan at up to 12.0% of the employee's annual pay.

SECTION 11. LATERAL TRANSFER OFFICERS

Officers who are hired and have prior law enforcement experience may be credited for such past experience and placed on the pay scale at a step determined by the Chief up to a maximum of Step 4.

ARTICLE IX POSITION VACANCIES

SECTION 1. POSTING OF VACANCIES

When it has been determined that a vacancy exists in the rank of police officer, the City shall simultaneously announce that vacancy in-house and advertise as necessary. Vacancies in the Sergeant's classification shall be posted in the department for five (5) days, so that eligible officers may apply for the promotion. In the absence of applications or passing scores by applicants, the City shall advertise for applicants. Officers on approved leave shall be notified by the Department of the promotional opportunity. In the event the City Manager decides not to fill the position, the Union shall be notified in writing.

SECTION 2. FILLING OF VACANCIES

- (a) Procedures for Transfers – Any qualified City employee may apply for the position of police officer if they pass all five (5) parts of the test. Their name shall be placed on the eligibility list.
- (b) Procedure for Promotion:
 - (i) Notice of vacancies in the department shall be posted in accordance with Section 1 of this Article.
 - (ii) Eligible applicants shall be required to submit to a testing procedure in accordance with the testing procedure most recently adopted. This procedure may include, but is not limited to, an oral interview and/or presentation; a written test or paper preparation; and/or an assessment center.
 - (iii) Applicants will be ranked according to score(s) received from the oral interview and/or presentation; the written test or paper preparation; and/or an assessment center.
 - (iv) The position shall be filled by the most qualified applicant. Should applicants be substantially equal in ranking score, seniority shall prevail.

SECTION 3. PROBATIONARY PERIOD

- (a) All original appointments to a position in the service of the Trinidad Police Department are made subject to a probationary period of six (6) continuous months for non-sworn and twelve (12) months for sworn personnel, during which time the employee's performance is subject to review of his/her competency to carry out the assignments of the position.
- (b) Prior to the completion of the probationary period, the employee shall be notified in writing if he/she has not successfully completed the probationary period.
- (c) The City Manager or his/her designee can extend the probationary period for a maximum of an additional full term, one (1) time only, if necessary, at which time the City Manager must make a decision as to whether or not the employee shall be moved to regular status.

- (d) Should the City Manager or his/her designee decide that an employee cannot pass the probationary period, for whatever reason, the employee can be terminated without recourse or prejudice.

SECTION 4. PROMOTION TO MANAGEMENT POSITION

An employee covered by this Agreement who is promoted to a management classification not represented in the contract, who then later re-enters the bargaining unit, shall retain his accrued overall seniority for bumping rights, and shall retain his/her accrued overall seniority for purposes of vacation scheduling, but the employee shall retain overall seniority for purposes of vacation accrual.

ARTICLE X

NON-DISCIPLINARY GRIEVANCE PROCEDURE

SECTION 1. GRIEVANCE PROCEDURE

- (a) Purpose – It shall be the policy of this City and the Union to promote harmonious employer/employee relations through a standard grievance procedure, which will have, as a basis, the qualities of fairness and rapidity.
- (b) Definition – The term “grievance” shall include any complaint, dispute, or difference between the City and the Union or between the City and any employee covered by this Agreement, including the interpretation and/or application of and/or compliance with any provision of this Agreement.
- (c) Representation – Any employee represented by this Agreement shall have the right to be present at all meetings or hearings where such employee has filed a grievance in accordance with these procedures. Further, such employee may be accompanied by Union representation. Employees who believe that they have a grievable issue shall contact their FOP representative.

SECTION 2. GRIEVANCE STEPS

The following steps shall be utilized in the processing of grievances. It is agreed between the parties that time is of the essence. If an employee fails to meet any of the time limits contained in this article, the grievance shall be considered dropped. If the City fails to meet any of the time limits contained in this article, the grievance will be considered settled based upon the employee’s written request for remedy. Time limits shall be based upon the aggrieved employee’s work schedule. All time limits may be extended by mutual agreement of the parties.

- Step 1. Any employee covered by this Agreement who desires to file a grievance shall first raise such issue with his/her immediate supervisor either verbally or in writing within five (5) working days of knowledge of issue that gives rise to the grievance. If the issue is not resolved to the satisfaction of the employee in this manner, such employee may file a formal grievance.
- Step 2. The formal grievance shall be filed in writing, using the appropriate form, with the Chief of Police within five (5) working days of the time the issue was first raised with the immediate supervisor. Upon submission of the written grievance, the Chief of Police shall meet with the employee and the representative within ten (10) days of receipt of the grievance to consider the matter. The Chief of Police will have three (3) working days thereafter to issue a written response to the grievance.
- Step 3. If the grievance is not resolved at Step 2, the aggrieved employee may refer the grievance to the City Manager for final resolution. Such request shall be in writing within five (5) working days of the Chief of Police’s response. Within

ten (10) working days of receiving the grievance, the City Manager shall issue a written preliminary decision.

Step 4. If the employee is not satisfied with the decision of the City Manager, following the issuance of the City Manager's preliminary decision, the employee may then request a hearing, such request being in writing, within ten (10) working days of the issuance of the preliminary decision. Should a hearing be requested, a final decision shall be issued within ten (10) working days of the hearing. The decision by the City Manager shall be final and binding and the highest decision available by this grievance procedure.

SECTION 3. COMPLAINTS OR CHARGES FROM OUTSIDE THE DEPARTMENT

This section covers procedures to be followed when a citizen or anyone outside the department makes a complaint other than criminal charges against a Police Department employee. The employee shall have the right to Union representation at any point in the following procedure. When a citizen or any person outside the Department makes a written non-criminal complaint against the employee who is a Union member (regardless of the way in which the charge is made), the charge shall be reviewed first by the employee and his immediate supervisor.

SECTION 4. OTHER DISPUTES

Should a dispute or difference between the City and the Union occur which is not directly addressed in this contract, FOP Lodge No. 70 shall petition the City Manager requesting a meeting. The petition shall describe the issue, state why they feel it should be addressed by the City Manager, and state what resolution the Union is seeking. Upon receipt of the petition, the City Manager shall schedule a meeting as soon as is mutually convenient.

ARTICLE XI WORKING CONDITIONS

SECTION 1. SAFETY COMMITTEE

The Union and the City have established a City-wide Safety Committee composed of three (3) Union and three (3) non-union employees. The safety committee is an advisory committee which reviews vehicle and other job-related personal injury accidents, assists the City Manager with ideas to eliminate future safety problems, and offers recommendations to address current safety issues.

The Safety Committee shall also sit in judgment to determine the basis of negligence in the case of any injury on the job to any employee covered by this Agreement.

The Committee shall be assigned the responsibility of reviewing employee's documented complaints that equipment the employee is required to use is unsafe and hazardous. The committee will expeditiously make recommendations to the Chief and Manager, with copies to the Union. No employee shall be required to use equipment that he feels is unsafe until a determination and recommendation has been made by the Safety Committee. Unreasonable and/or frivolous complaints shall be subject to disciplinary action.

SECTION 2. DEPARTMENT SAFETY RULES

- (a) City of Trinidad Safety Manual – The City has developed a City of Trinidad Safety Manual, which contains safety rules which apply to all employees of the City. Violation of any of these safety rules, or any department safety rules, will subject the employee to the provisions of Article IV (“Discipline or Discharge”).
- (b) Weapon Safety – All sworn personnel shall be required to qualify in accordance with state law and department policy. The City shall provide ammunition for the qualification. To the extent possible, the City shall provide practice ammunition to sworn personnel. Persons not qualifying per Department policy and state law shall be subject to disciplinary action.

SECTION 3. IN-SERVICE TRAINING PROCEDURES

- (a) In-Service Training – All Police personnel shall be required to attend in-service training in accordance with state law and Department policy. There shall be scheduled sufficient hours per annum in-service training in subjects pertinent to law enforcement to maintain state certification requirements. The Chief shall be responsible for the conduct of such in-service training but may assign to a subordinate.
- (b) Training Materials – The Police Chief shall make announcements of training opportunities and related materials and publications available to all Police personnel in a conspicuous and easily available area.

SECTION 4. MISCELLANEOUS

- (a) Practice Ammunition – Fifty (50) rounds of practice ammunition shall be made available to each officer per month. Officers who are unable to use their monthly allotted ammunition may receive their unused allotment in subsequent months for use throughout the year, provided that ammunition is available.
- (b) First Aid Kits – Each police unit (car) shall carry a first-aid kit furnished by the City. Such kit shall include ambu-face masks for CPR procedures.

SECTION 5. DRUG AND ALCOHOL TESTING

- (a) Introduction –A program whereby if the supervisor of any on-duty employee who has reasonable suspicion confirmed by a second supervisor the employee is unfit for work due to impairment by drug or alcohol use shall require the employee to submit to breath, blood or urinalysis testing and be removed from the work place if impaired. The City recognizes that current urine screening tests for drugs indicate only prior exposure to a substance and cannot be used to determine when a substance was taken nor measure impairment.

The Union recognizes the problems associated with having impaired individuals on the job. The Union is concerned that any testing which occurs pursuant to this Agreement does not infringe on employees' privacy or other constitutional rights and that any testing or discipline is neither arbitrary, discriminatory, nor excessive. The City will offer rehabilitative assistance to employees who either voluntarily admit a drug or alcohol problem. Such assistance includes informing the employee about insurance coverage for rehabilitation or counseling under the City's insurance plan. The City will try to accommodate the employee by allowing temporary leave with job protection and the full continuance of employee benefits during such leave.

- (b) Drug and/or Alcohol Testing for Cause – Based on reasonable suspicion by an employee's supervisor and confirmed by another supervisor, drug or alcohol detection tests shall be given to employees who exhibit indications of impairment because of drugs or alcohol. Reasonable suspicion shall be based on objective facts that an employee may be impaired because of drugs or alcohol.

Supervisory personnel who have reasonable suspicion that an employee is at work with drugs or alcohol in his/her system are required to have the suspicion confirmed by a second supervisory level person. If the second supervisory person concurs with the supervisor's suspicion, the reasons for suspecting drug or alcohol use will be documented in writing.

The Union recognizes the City's interest in determining the cause of serious accidents and ensuring employee safety. Due to the time factor in obtaining a drug or alcohol test immediately following an accident and the inability to rule out drug or alcohol use without obtaining a urine or breath sample, employees involved in any serious workplace accident, as defined in this section, will be required to submit to a for-cause drug and/or alcohol test.

“Serious workplace accident” means any accident that results in a fatality or injury requiring medical treatment, property damage estimated at \$3,000 or more, and/or damage to a motor vehicle that requires a vehicle to be towed from the accident site. Further, in the case of a motor vehicle accident, if no citation is given, the employee may still be tested if he/she could have contributed to the accident.

Following an accident, the employee will be tested as soon as possible, not to exceed eight (8) hours for alcohol testing and thirty-two (32) hours for drug testing. The employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident or until he/she undergoes a post-accident test. Any employee who leaves the scene of the accident without justifiable explanation prior to submission to drug and alcohol testing will be considered to have refused the test and shall be subject to termination.

- (c) Right to Representation – Management will notify a Union representative when an employee has been required to submit to a drug or alcohol test, and the representative will be given the reason for the test. The requirement to submit to a substance test or the collection of the urine sample will not be contingent upon the Union representative’s presence or involvement in the drug or alcohol testing process.
- (d) Refusal to Submit to a Drug and/or Alcohol Detection Test – A refusal to submit to a drug or alcohol detection test does NOT lead to a presumption that the employee is under the influence of drugs or alcohol. However, refusal to submit to a drug and/or alcohol test may be considered insubordination and shall subject the employee to disciplinary action, up to and including termination.
- (e) Testing Procedures – All drug and/or alcohol testing will be performed by a laboratory which meets the standards contained in the Department of Health and Human Services’ MANDATORY GUIDELINES FOR FEDERAL WORKPLACE DRUG TESTING PROGRAMS. In addition, employees shall have a right to retain a portion of the specimen for testing at the employee’s expense.

The Union will be involved in the selection and quality control oversight of the laboratory(ies) used for drug and/or alcohol detection.

- (f) Employee Referrals – The parties agree that rehabilitative assistance is offered to any employee with a substance abuse problem. This policy will apply whether the employee voluntarily admits to a substance abuse problem.

The City will ensure that employee benefits include adequate coverage for services to assist employees with substance abuse problems.

- (g) Discipline – Any employee found to be impaired (.04 BAC or higher) from the use of alcohol or who shall fail to pass a drug test shall be removed from duty and not allowed to return to duty until he/she passes a return-to-duty test. , except as otherwise set forth in this paragraph. On the second or any subsequent occurrence, the employee shall be subject to disciplinary action, up to and including termination. The failure of any employee to pass a return-to-duty test within six (6) months of removal from duty because of use of alcohol or failure to pass a drug test shall be cause for termination. Any such employee who returns to duty following passage of a return-to-duty test shall be required to submit to random drug and/or alcohol testing for a period of one (1) year following return to duty. If the employee fails to pass a random test, the employee shall be removed from duty and shall be subject to disciplinary action, up to and including termination. In any case, employees who are required to drive vehicles and/or equipment during the performance of their regular job duties must possess the appropriate Colorado Driver's License. Therefore, any loss of driving privileges is cause for termination. The conditions of continued employment would have to be specified.

- (h) City Responsibility – In the event that any employee or group of employees files or commences any claim or action before any administrative agency or court against the Union, its officers, or representatives for any alleged act or omission related to the application, interpretation, or enforcement of the City's drug testing program, the City shall indemnify the Union for any judgments, awards, fees, or costs, and hold the Union, its officers, and representatives harmless in the event of any such claim or action.

- (i) Compliance with Applicable Laws – Notwithstanding the provisions of this Section, the City and the Union agree to abide by any applicable drug testing provision imposed by the State of Colorado or the federal government.

ARTICLE XII POSTING OF NOTICES

SECTION 1. PLACES OF NOTICE POSTING

The Union membership shall be provided a bulletin board in each workplace for the posting of all notices pertinent to the Union business of employees under the jurisdiction of the Union. Union stewards and officers may use such bulletin boards for posting of notices of meetings, negotiations with regard to agreements or grievances, or other Union/City-related matters and official communications from the Union to its members or from the City to the Union.

SECTION 2. DISTRIBUTION OF AGREEMENT COPIES

The City agrees to provide each regular, full-time employee, a copy of this Agreement in effect between the City and the Union. One copy of this Agreement and attachments shall be available in each department.

ARTICLE XIII MISCELLANEOUS BENEFITS

SECTION 1. MEDICAL/HEALTH INSURANCE

The City agrees to make available to employees covered by this Agreement group medical/health insurance. The City further agrees to provide payment toward monthly premiums of each employee's medical/health coverage at 79% of the total premium. Since the present terms are based on the current health insurance costs, said terms shall remain in effect until the end of the current insurance coverage year, which is December 31st of every year. Thereafter, the level of City payment of employee premiums shall be determined by the City, based on the dollar amount of employee premiums and availability of funding. An Advisory Committee of three (3) Union representatives shall be established to make recommendations as to medical/health insurance coverage. The Committee will have full access to all insurance bids as soon as they are submitted to the City. All final determinations as to medical/health insurance coverage shall be made by City Council.

SECTION 2. UNIFORMS AND WEAPONS

- (a) UNIFORM ALLOWANCE: Sworn personnel and specific Non-Sworn Personnel are required to wear the Department's sanctioned uniform. The City shall pay towards the purchase of such uniform to each sworn officer a uniform allowance of eight hundred fifty dollars (\$850.00) in May of each year. To those applicable non-sworn employees (Animal Control Officer, Community Service Officer and Code Enforcement) a taxable clothing allowance of two hundred twenty-five (\$225) will be

paid in May of each year. Uniforms and items of uniforms are to be worn for the normal scope and course of duty only.

- (b) **WEAPON REIMBURSEMENT:** Sworn personnel who successfully complete the one-year probationary period will be reimbursed up to seven hundred dollars (\$700.00) for the purchase of their weapon. Thereafter, any active sworn officer may request reimbursement up to seven hundred dollars (\$700) for the purchase of a new weapon every six (6) years following continuous employment. Additionally, any active sworn officer may receive a one-time reimbursement of seven hundred dollars (\$700.00) for a new weapon in the event that the officer's gun is confiscated for evidentiary purposes. Department Policy will determine appropriate caliber as well as receipt necessary.

SECTION 3. REPLACEMENT OF PERSONAL LOSSES

Personal articles or equipment which are damaged or destroyed while an employee is performing his/her assigned duties shall be compensated for by the City on a pro-rated basis, so long as such loss was not a result of carelessness, neglect, or normal wear and tear of the article or item damaged or destroyed. This section shall not apply to personal motor vehicles, unless said vehicle was being used for work purposes at the time of damage or destruction.

SECTION 4. EMPLOYEE ASSISTANCE PLAN

The City and the Union recognize the value of counseling and assistance programs to those employees who have personal problems which interfere with the employee's efficient and productive performance of his/her job duties and responsibilities. The City and the Union will therefore aid such employees who request assistance with such problems. The City and the Union will encourage the employee to seek professional assistance where necessary.

- (a) Confidentiality – Records concerning an employee's treatment for alcoholism, drug, or stress-related problems shall remain confidential and shall remain separate from other personnel materials.
- (b) Continuation of Pay – The City and the Union agree that employees being rehabilitated will have an income while in the program. Employees participating will be entitled to use their accumulated vacation time and sick days. It is further agreed that after exhausting these benefits the employee may be advanced sick leave benefits from other employees to an extent mutually agreed upon by the City Manager and the Union. Sick days borrowed will be repaid through future service, or, in the event of termination, from wages and benefits due at the time of termination.

SECTION 5. IMMUNIZATION FOR HIGH-RISK EMPLOYEES

Employees shall have, at their discretion, immunization shots made available by the City or appropriate health agency. Immunization shots may include one or more of the following:

- (a) Tetanus
- (b) Cholera
- (c) Hepatitis A&B

SECTION 6. HEALTH CLUB MEMBERSHIP

Members of the Department shall be reimbursed for the cost of an individual membership at a gym or health club up to a maximum of \$50.00 per month per member. Members must submit evidence of the cost of the individual membership to the City before they receive such reimbursement.

SECTION 7. DEATH AND DISABILITY INSURANCE

The Fire and Police Pension Association requires a mandatory payment be made by either the employer or the employee to the Statewide Death and Disability Fund (“D & D”) for members hired on or after January 1, 1997, effective January 1, 2000. The City will pay the mandatory required death and disability payment for all affected employees as may be changed by FPPA.

SECTION 8. LINE OF DUTY DEATH

Appropriate funeral expenses for employees killed in the line of duty will be paid by the City directly to vendors. The Chief of Police or the Chief’s designee will liaison with the family or estate to assist with funeral arrangements if the surviving family or estate wishes. In addition, the City will pay to the deceased officer’s beneficiary designated on the Life Insurance Enrollment and Change Form provided by the City one hundred percent (100%) of the officers’ sick leave, vacation, and other accrued paid time off time he or she had accumulated at the time of his or her death. The accumulated leave time shall be paid at the officer’s regular hourly rate of pay subject to applicable deductions at the time of his or her death.

ARTICLE XIV NON-DISCRIMINATION

SECTION 1. NON-DISCRIMINATION CLAUSE

The parties to this Agreement shall not discriminate against any person or employee because of disability, race, creed, color, sex, sexual orientation, religion, age, national origin, or ancestry; but, with regard to a disability, it is not a discriminatory or an unfair employment practice for the City to refuse to hire, to discharge, or to promote or demote a person if there is no reasonable accommodation that the City can make with regard to the disability, the disability actually disqualifies the person from employment, and the disability has a significant impact on employment.

ARTICLE XV SEVERABILITY

SECTION 1. SEVERABILITY

Should any Article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the Court shall apply only to the specific Article, Section, or portion thereof directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section, or portion thereof.

ARTICLE XVI DURATION, RE-NEGOTIATION, AND ADOPTION OF AGREEMENT

SECTION 1. EFFECTIVE DATE OF AGREEMENT

This Agreement shall become effective and shall be binding on both parties hereto as of January 1, 2024, and shall remain in full force and effect until December 31, 2026.

SECTION 2. WAGE RE-OPENER

Either party may re-open this Agreement on the anniversary date of the effective date for the purpose of re-negotiating the hourly wage rates by giving written notice on or before September 1st of each year of this Agreement.

The parties agree to review current salary surveys available to municipalities and union organizations at the time re-openers are considered. The intent will be to determine if salaries paid to employees are comparable to like municipal employees and consider adjustments to those that are not, if possible.

This Agreement contains the full and complete agreement between the Union and the City. No agreements, promises, or inducements have been made by either the Union or the City other than as appears in this Agreement.

SECTION 3. MATTERS NOT RE-OPENED

Any matter not re-opened in accordance with this Article shall remain in full force and effect until a new agreement is signed.

SECTION 4. OPENING BY MUTUAL AGREEMENT

In the event both parties agree, any Article or Section may be re-opened at any time during the life of this Agreement, upon thirty (30) days' written notice to the other party. Negotiations may proceed immediately upon reaching such agreement.

SECTION 5. ADOPTION BY CITY COUNCIL RATIFICATION


Following the signing of this Agreement by duly authorized officers and business representatives of the Union and duly authorized officials of the City, the City of Trinidad shall adopt, by motion and majority vote, the provisions of this Agreement.

IN WITNESS WHEREOF, the parties named have signed their names and affixed the signatures of their duly authorized representatives on this.

LODGE NO. 70, FOP
FRATERNAL ORDER OF POLICE

CITY OF TRINIDAD, COLORADO


Jennifer Lay, President – Lodge No. 70


Karen Griego, Mayor


Nancy Harkin, Secretary-Lodge No. 70


Steve Ruger, City Manager



ATTEST:


Audra Garrett, City Clerk

APPENDIX A

POSITION & WAGE SCHEDULE

OFFICER PAY STEP PLAN

STEP	HOURLY	ANNUAL
0		
1	\$28.1471	\$58,546
2	\$29.0000	\$60,320
3	\$29.8701	\$62,130
4	\$30.7663	\$63,994
5	\$31.6894	\$65,914
6	\$32.6399	\$67,891
7	\$33.6192	\$69,928
8	\$34.6278	\$72,026

SERGEANT STEP PLAN

STEP	HOURLY	ANNUAL
1	\$36.9475	\$76,851
2	\$38.0557	\$79,156
3	\$39.1971	\$81,530
4	\$40.3735	\$83,977

LIETUENANT PAY

STEP	HOURLY	ANNUAL
1	\$44.4105	\$92,374