

RESOLUTION 2015-104
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROVING A COLLECTIVE BARGAINING AGREEMENT
WITH NORTHERN COLORADO LODGE #3 OF THE FRATERNAL ORDER OF POLICE

WHEREAS, on August 10, 2004, the electors of the City approved at a special City election an ordinance that contains a comprehensive scheme for collective bargaining between the City and certain employees of its Police Services (the "Ordinance"); and

WHEREAS, the Ordinance amended the City Code by adding a new Division 7 to Article VII Chapter 2 of the Code entitled "Public Safety Administration Cooperative Agreement"; and

WHEREAS, on September 28, 2005, the District Court for Larimer County, Colorado, entered an Order in Case Number 05-CV-1146 invalidating portions of the Ordinance dealing primarily with binding arbitration and leaving intact those portions of the Ordinance requiring good faith negotiations between the City and the designated bargaining agent; and

WHEREAS, pursuant to the provisions of the Ordinance, the Northern Colorado Lodge #3, Colorado Fraternal Order of Police ("FOP") was selected as the designated bargaining agent for those employees of Police Services who are members of the bargaining unit; and

WHEREAS, in 2006, the City and the FOP entered into a collective bargaining agreement for 2006-2007 and, since that time, the parties have approved and executed subsequent agreements for each ensuing two-year period; and

WHEREAS, the latest such agreement will expire on December 31, 2015; and

WHEREAS, the City and the FOP have, pursuant to the provisions of the Ordinance, again engaged in negotiations regarding the terms and conditions of a new collective bargaining agreement for 2016 and 2017; and

WHEREAS, the City Manager has recommended the City Council approval of such agreement; and

WHEREAS, the City Council, having considered the terms and conditions of the proposed agreement, believes that it would be in the best interests of the City to approve the same.

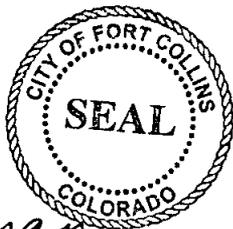
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

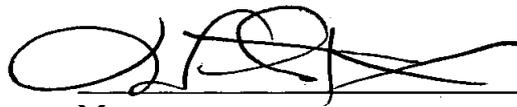
Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That the Council hereby approves the terms and conditions of that certain collective bargaining agreement, a copy of which is on file in the office of the City Clerk and a

summary of which is attached hereto and incorporated herein by this reference as Exhibit "A", and authorizes the City Manager to execute the collective bargaining agreement on behalf of the City.

Passed and adopted at a regular meeting of the City Council held this 1st day of December, A.D. 2015.





Mayor

ATTEST:



City Clerk

Summary of the 2016-2017 Bargaining Agreement

The City of Fort Collins (City) management and the Fraternal Order of Police (FOP), representing the members of the Fort Collins Police Services Bargaining Unit, have reached a tentative agreement for the 2016-17 contract. Following is a summary of the changes which were made to the agreement:

1. Unpaid Administrative Leave

The current Article 24 provides employees be placed on unpaid administrative leave when charged with a felony. The amended article will expand the conditions under which the City can place Bargaining Unit Members on unpaid administrative leave. In addition to the existing condition allowing the City to place an employee on unpaid administrative leave, the City will be able to place members on unpaid leave if an employee is charged with a crime that could result in a decertification by the Colorado Peace Officer Standards and Training (POST) Board, which includes misdemeanor offenses such as sexual assault, 3rd degree assault, harassment, and bias-motivated crimes, among others. The parties have also tentatively agreed that if an administrative investigation, for one of those misdemeanors, is not resolved within 60 days of the employee's criminal case reaching a disposition, the employee will be placed on *paid* administrative leave until the investigation has concluded.

2. Short Term Disability

The City incorporated some plan changes to the definition, administration and payment of the benefit. In order to keep internal equity with other City employees and have a consistent policy, the City and the FOP agreed to amendments to the contract to make the following changes:

- Pay the first 6 weeks following a 2-week unpaid period (weeks 3-8) at one-hundred percent (100%) of the employee's regular salary.
- Pay the following 4 weeks and 6 days (weeks 9-13) at seventy-five percent (75%) of the employee's regular salary.
- Eliminate the bank of sick time that allowed employees to make the difference up between the seventy-five percent (75%) and their regular salary. Instead, employees are permitted to use vacation, holiday, or award time to supplement the twenty-five percent (25%) that is unpaid per the defined benefit.

3. Performance Improvement Plan

The City recently implemented its Quarterly Performance Alignment review system City-wide. Under this system, employees subject to a Performance Improvement Plan (PIP) when a pay increase is implemented will not receive the increase unless, and until, they successfully complete their PIP and sustain one full quarter of satisfactory performance. The City and the FOP agreed to an amendment to include this condition on pay increases for those members of the Bargaining Unit on a PIP.

4. Promotion Procedures

The current contract outlines separate promotion procedures for Dispatch Supervisors than for Sergeants and Lieutenants, which provides for a level of inequitable treatment for some members of the Bargaining Unit. The City and the FOP reached agreement on an amendment

to make the promotion procedures the same for Sergeant, Lieutenant, Dispatch Supervisor, and Dispatch Manager.

5. Retirement Health Savings Match.

The current contract requires all Bargaining Unit members contribute one-percent of their base salary to a retirement health savings (RHS) account, managed by ICMA-RC. This amount is not sufficient to “bridge the gap” for medical costs between their retirement and reaching Medicare-eligibility age, which can sometimes exceed ten years. The City and the FOP agreed to amend the contract to match the Bargaining Unit employees’ contributions at the following scale:

Years of Service at FCPS	Percent of Contribution (<i>Employer and Employee</i>)
0 – 9.99 years of service	1.0% of base salary
10 – 19.99 years of service	1.25% of base salary
20 years of service until retirement	1.5% of base salary

6. Salary Data Collection

The current contract outlines the collection process for salary data by requiring that the most current data available in October be used to determine the mid-point between the 4th and 5th salary ranks for each position. The FOP presented evidence that this, in fact, results in the Bargaining Unit being ranked 6th or 7th in some positions when the actual salary numbers are confirmed each year. The City and the FOP agreed to an amendment to postpone final data collection until January, so that the Bargaining Unit members’ salaries would actually fall between the 4th and 5th rankings for each year.

7. Holiday Pay

The current contract awards overtime pay when holiday leave is used by Bargaining Unit employees who begin their shift on a holiday. Under this system, hours worked on a holiday for a shift that began on a non-holiday are not paid. For example, a shift beginning at 10:00 P.M. on Christmas Eve would be counted entirely as non-holiday time, even though up to eight hours of that shift may have been worked on Christmas Day, a City holiday. The City and the FOP agreed to change the system so that all hours, up to the maximum of one shift worked on a holiday (designated or observed), and only those hours, would be paid as overtime when leave is also used.

8. Rank Differential and FTO/CTO Compensation

The current contract outlines pay for acting supervisors, field training officers, and communications training officers by defining the amount of compensation per shift. Due to having differing lengths of shifts, the City and FOP agreed to change the contract to a compensation model based on the number of hours worked, rather than an entire shift.

9. Training and Travel

Language in the current contract was not as clear as desired regarding the current practice to compensate for travel time to a work site that is not an employee’s usual place of employment. Agreement was reached to add language specifying more clearly the conditions when Bargaining Unit members are expected to be paid for travel during training and call-outs.

10. Corporal and CSO Supervisor Positions

In an effort to plan for a growing population size and thereby a growing police force, the City sought to establish the framework in the CBA that would allow for the creation of a Corporal position between Officer and Sergeant, in addition to a Community Service Officer (CSO) Supervisor that would manage CSOs. The City and the FOP agreed to include the necessary language in the contract to provide salary categories if the City elects to fill these new positions.

11. Language Changes

Each bargaining season, the FOP and the City agree to make minor language changes in order to add clarity, clean up inconsistencies, match practice, or fix errors. As an example, "Captain" will be changed to "Deputy Chief/Assistant Chief" throughout the document.