

RESOLUTION 2017-113
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, 2017; 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 2018 and 2019; and

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

WHEREAS, on December 14, 2017, the members of the collective bargaining unit voted to approve and ratify that certain collective bargaining agreement, a copy of which is on file in the office of the City Clerk; 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:

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

Postponed Indefinitely
December 19, 2017

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 Council of the City of Fort Collins this 19th day of December A.D. 2017.

Mayor

ATTEST:

City Clerk

Postponed Indefinitely
December 19, 2017

Summary of the 2018-2019 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 bargained in good faith since July 2017, to develop a proposed 2018-2019 collective bargaining agreement. Although the parties did not reach tentative agreement, each agreed to present the “best and final” offer to their respective stakeholders. Following is a summary of the changes which are included in the proposed agreement:

- **Market Competitive Retirement:** The City collects comparative market data from 12 regional organizations. Retirement contributions in regional benchmark organizations are increasing. To remain competitive, the City will contribute an additional .5%, bringing the total City contribution for retirement to 11.5%. This is slightly above the market average of 11.2% in 2018 and 11.4% in 2019.
- **Retiree Medical:** The primary concern heard from FOP members is that the City does not allow retirees to remain on their medical insurance, as do 10 of the 12 benchmark organizations. The City has taken an alternate approach to help bridge the gap for medical costs between their retirement and reaching Medicare-eligibility age by providing a match to Bargaining Unit employees’ contributions. Staff is proposing two contract enhancements to support the mutual interest of FOP employees retiring at an appropriate age: 1. a one-time stipend, and 2. an additional .25% increase to the match in both 2018 and 2019, as depicted in the following schedule:

Years of Service at FCPS	Current Percent of Contribution (Employer & Employee)	2018	2019
0-9.99 years	1.00%	1.25%	1.50%
10-19.99 years	1.25%	1.50%	1.75%
20 years until retirement	1.50%	1.75%	2.00%

The stipend would be awarded upon retirement to employees age 55 years or older, with 20 or more years of service to FCPA. The schedule is as follows:

Year of Retirement	Stipend Amount
2018	\$20,000
2019	\$18,000
2020	\$15,000
2021	\$12,000
2022	\$9,000
2023	\$6,000

- **Total Compensation Review:** Recognizing that both parties share an interest to remain market competitive, yet have differing views about what that means, a commitment was made to further discussions on this topic. The City and FOP will meet in 2018 to discuss the approach, relevant data, and views related to the City’s total compensation philosophy as it applies to the Bargaining Unit.

- **Complaint Review Process:** The City has established an Equal Opportunity Office in the City Manager's Office where any employee may file a complaint alleging discrimination, retaliation or harassment. This proposed contract updates articles 34 and 36 to utilize a similar process for members of the bargaining unit. It also provides enhances accountability for both the public and employees by including an impartial, three-person review panel to review the sufficiency of the investigation. The three-member review panel will be made up of an employment legal expert retained by the City, a member of the Collective Bargaining Unit with no less than five years of service as an employee of Fort Collins Police Services and a City of Fort Collins management level employee who is not employed by Fort Collins Police Services.
- **FOP Leave Banks:** The current contract authorizes employees to donate no more than six hours of leave time per benefit year to a FOP Leave Time Bank, and caps the total amount of time that can be carried over in the bank to 360 hours. This increases the cap to ten hours per individual and the bank to 400 hours. Donations remain voluntary.
- **Meetings:** The current contract allows for overtime pay for CBU employees attending mandatory Training Officer (Police and Dispatch) meetings beyond their 40-hour work week. This proposal brings the Article into compliance with practice so that CBU employees attending any mandatory Agency meetings are allowed the same compensation.
- **FTO Time:** Field Training Officers are currently provided 6 minutes of additional straight time compensation for every hour they train new officers (i.e. 1 hour of straight pay for every 10-hour shift). The proposal increases that compensation to 9 minutes of additional straight time for every hour they train (i.e. 1.5 hours of straight pay for every 10-hour shift).
- **Vacation Time:** This proposed contract aligns the vacation accrual rate for employees with 19 years of service or more with that of other City employees. Employees with 19-20 years of service will now receive 7.38 hours per pay period (24 days annually) and employees with 20+ years of service will receive 7.69 hours (25 days annually).
- **Holiday Pay:** The current contract pays CBU members overtime (1.5) compensation for working mandatory assignments on a holiday (actual or observed) when it is their normal day off. This proposal adds .5 hour compensation to every hour a CBU member mandatorily works on a City-recognized holiday when it is not part of their normal work schedule. They would be paid double (2:1) for every hour worked on an actual holiday or a City-designated holiday.
- **Emergency Leave:** Changed language to bring CBA Article in line with existing City policy with no loss to either party.
- **Insurance:** The current contract retains language from prior years when the City offered more than one medical insurance plan. The proposal removes the letter "s" from the word "plans" to bring the Article in line with the recent past, and current, offering.
- **Sick Leave:** To improve efficiency and simplify administration, the City plans to adjust its sick leave time period to coincide with the "leave benefit year," rather than sick leave being on a calendar year. This will have a minimal impact for the first year of the contract in that employees would have two weeks less to use accumulated sick leave for planned

medical procedures, and no impact in future years. Additionally, employees who were previously required to give 90 days notice before being out on pregnancy leave will now be required to provide only 30 days notice.

- **Seniority:** Included language for long-held positions not specifically listed in the current contract, added language for new positions (ie. CSO Supervisor), and set seniority bidding for Corporals.
- **Scheduling:** Clarified and solidified paid break schedule for Patrol Officers, CSOs, and Dispatchers.
- **Compensation:** The current contract identifies 12 comparison organizations for setting pay and benefits. This proposal added language so that newly formed Weld County and Jefferson County Regional Communications Centers may be considered rather than the prior separate agencies when gathering current compensation data for Communications Dispatchers, Supervisors, and the Manager.
- **Educational Reimbursement:** This proposal modifies the Article to allow the City to increase educational reimbursement beyond the contract minimum (\$1,000/year) upon issuance of a written memo with the permission of the Chief of Police.
- **Language Changes:** Each bargaining session, 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, the titles of Assistant Chief and Deputy Chief were exchanged to bring the Agency in line with the pending Job Architecture and existing regional rank structures.