

RESOLUTION 2017-116
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 ensuring 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 23, 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

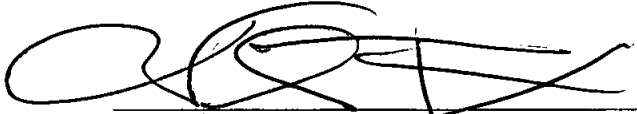
WHEREAS, the City Council, having considered the terms and conditions of the proposed agreement, believes that it would be in the best interests of the City to approve the same.

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

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

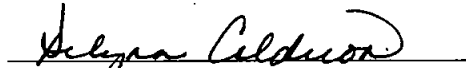
Section 2. That the Council hereby approves the terms and conditions of that certain collective bargaining agreement, a copy of which is on file in the office of the City Clerk and a summary of which is attached hereto and incorporated herein by this reference as Exhibit "A", and authorizes the City Manager to execute the collective bargaining agreement on behalf of the City.

Passed and adopted at a special meeting of the Council of the City of Fort Collins this 27th day of December A.D. 2017.

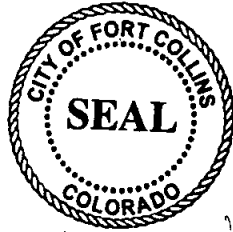


Mayor

ATTEST:



City Clerk



Summary of the 2018 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. After initially failing to reach tentative agreement or ratify a proposed contract, the parties reconvened and reached tentative agreement on a one-year contract. The FOP ratified the agreement on December 23. Following is a summary of all changes from the 2017 contract:

Provision	Explanation	Approx. 2018 Cost
1-year Contract Term	More immediate opportunity to consider Total Compensation/Retiree Medical recommendations	
Add .5% to 401 (total 11.5% in 401/457)	Keeps retirement contributions above 11.2% market average	\$120k
Add .25% to RHS	Increases contributions to 1.25%, 1.5% or 1.75% depending on years of service	\$50k
Pay 10% of sick leave balance into RHS at end of year	Max sick leave hours is 120, so max benefit would be 12 hours per year	\$80k (max \$120k)
\$50,000 stipend to retirees in 2018; age 55 and 20+ years service	One-time benefit while Total Compensation Committee reviews options for 2019	\$150k (Max \$450k)
\$15k stipend for RHS to any employee deemed permanently disabled	Ongoing benefit	Negligible
Total Compensation Review	Joint committee with City/FOP; solicit proposals and present option(s) for retiree medical to Council Finance Committee by Aug. 1	
Maintain salary ranking between 4 th and 5 th positions	Continue existing approach; salary data available in January	
CBU members will receive salaries at least equal to that of other City employees	Ensures equal or greater salaries for CBU members, even if market formula is lower	
Complaint Review Process	Complaints alleging discrimination, retaliation or harassment will now go to City Manager's Office; incorporates three-person impartial review panel & oversight by Equal Opportunity & Compliance Manager	
Increases cap for FOP Leave Bank	Increases cap from 6 – 10 hours per individual, and the total bank from 360 to 400 hours	
Clarifies OT policy for CBU employees attending any mandatory Agency meeting		

Increases compensation for FTO	Field Training Officers will receive 9 minutes of additional straight time rather than 6 for every hour they train	
Policy consistency	Adds a vacation day for employees with 19+ years of service; updates emergency leave; clarifies one health plan; adjusts leave benefit year	
Employees who work on holidays will receive double-time	Increases from 1.5 time now	
Agency to pay for Level 3A body armor	Increasing level of protection	
Change timing of boot allowance	Changes from \$80 every year to \$160 every two years	
Schedule clarifications	Set seniority bidding for corporals and solidified paid break schedule for officers, CSOs and dispatchers	
Grievance hearings	Limits number of employee representatives that may present information to grievance hearing officer	
Educational reimbursement	Chief of Police can increase beyond contract minimum of \$1,000/year	
Language changes	Minor language changes to fix titles, add clarity, etc . . .	

Additional details about each of these changes is provided below:

One-Year Agreement: If ratified by both parties, the period of this contract shall be from January 1, 2018 to December 31, 2018. The parties will work toward a 3-year contract for the following period.

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%.

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 in a Retirement Health Savings (RHS) Account. The 2018 proposed contract includes four enhancements in retiree medical:

1. An additional .25% increase to the match, as depicted in the following schedule:

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

2. At the end of each year, the City will pay out 10% of an employee's sick leave balance; it will be added to the employee's Retirement Health Savings Account. Ex. An employee ends the year with 80 hours in their sick leave bank. They receive 8 hours (10%) of straight time value deposited into their Retirement Health Savings Account.
3. For 2018, a one-time \$50,000 stipend will be awarded upon retirement to employees age 55 years or older, with 20 or more years of service to FCPS.
4. Employees who have not met the eligibility criteria of 55 years and completed 20 years or more of continuous employment, if deemed permanently disabled via FPPA or the City's long-term disability carrier, once separated from employment, shall be eligible to receive a one-time stipend in the amount of fifteen thousand dollars (\$15,000), which will be deposited into the Retirement Health Savings (RHS) Plan, offered by the City.

Total Compensation Review: A commitment was made to form a Total Compensation Committee to research Retirement Plans, Total Compensation Packages, and Retiree Medical Care. The City will issue a request for information in Q1, and a formal request for proposals for services relating to retiree healthcare in Q2, and after review by the Total Compensation Committee, will bring a recommendation to the City Council Finance Committee by August 1, 2018 for consideration.

Compensation: The current contract identifies 12 comparison organizations for setting pay and benefits. CBU members receive salary increases halfway between the fourth and fifth ranked organizations. This contract adds a condition that in the event salary increases are granted to the rest of the City of Fort Collins employees in excess of the percentage increases determined by the formula outlined in the contract, BU members will receive the higher of the two increases. Additionally, 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.

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.

Uniforms & Equipment: Added the purchase of Level 3A body armor at Agency expense and changed boot reimbursement from \$80/year to \$160 every other year.

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.

Grievance hearings: Added language limiting the number of employee representatives that may present information to a grievance hearing officer.

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.