

AGENDA ITEM SUMMARY

City Council

December 3, 2013

STAFF

Kelly DiMartino, Assistant City Manager

SUBJECT

Resolution 2013-100 Approving a Collective Bargaining Agreement with the Fraternal Order of Police.

EXECUTIVE SUMMARY

The purpose of this item is to approve a bargaining agreement between the City and the Northern Colorado Lodge #3, Colorado Fraternal Order of Police (FOP). The City and the FOP, using an Interest Based Bargaining (IBB) approach, engaged in negotiations regarding the terms and conditions of a possible bargaining agreement for 2014 and 2015. City staff and the FOP have tentatively reached an agreement. On November 11, 2013, bargaining unit members voted to ratify the proposed agreement.

STAFF RECOMMENDATION

Staff recommends adoption of the Resolution.

BACKGROUND / DISCUSSION

In August, 2004, City voters passed Citizen Ordinance No. 001 which modified the City Code to provide for collective bargaining between the City and members of the Police Services bargaining unit. Members of the bargaining unit selected the Northern Colorado Lodge #3, Colorado Fraternal Order of Police (FOP) to serve as their bargaining agent. The first bargaining agreement was approved in 2006.

Since 2011, the City and the FOP have utilized an Interest Based Bargaining (IBB) approach rather than traditional bargaining. The current round of negotiations focused on these primary interests:

- Fostering and preserving public trust
- Good stewardship of resources/affordability
- Fair and equitable treatment of employees
- Consistency of policies and benefits as compared to other City employees, recognizing the unique characteristics of police work

Adoption of the Resolution would approve the terms and conditions of employment for members of the bargaining unit for 2014 and 2015 and authorize the City Manager to execute the agreement on behalf of the City. The proposed Collective Bargaining Agreement is on file with the City Clerk's Office. A summary of the bargaining agreement is attached to the Resolution as Exhibit "A."

FINANCIAL / ECONOMIC IMPACT

The financial cost impact for 2014 will be approximately \$560,000. This amount is included in the existing 2014 Budget. The financial impact for 2015 is unknown, but is estimated to be less than 2014 costs as the salary adjustments made in 2014 bring the FOP members to the agreed upon market.

RESOLUTION 2013-100
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROVING A COLLECTIVE BARGAINING AGREEMENT
WITH 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, 2013; 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 2014 and 2015; 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 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 3rd day of December, A.D. 2013.

Mayor

ATTEST:

City Clerk

Summary of the 2014-2015 Bargaining Agreement

The City (City of Fort Collins) management and the FOP (Fraternal Order of Police), representing the members of the Fort Collins Police Services Bargaining Unit, have reached a tentative agreement for the 2014-15 contract. Following is a summary of the changes which were made to the agreement:

1. Unpaid Administrative Leave

The current contract allows for employees to be placed on paid administrative leave during events such as employee investigations, pending pre-deprivation decisions, and to protect the public or City employees. Article 24 was amended to allow the City to put Bargaining Unit members on unpaid administrative leave in the following situation:

- a. Employees of the Bargaining Unit who have had felony criminal charges filed against them by a local, state or federal prosecutor’s office may be placed on unpaid administrative leave if the following two-prong test is met:
 1. The felony criminal charge(s) filed by a local, state or federal prosecutor’s office, if true, could result in a terminable offense; and
 2. The available evidence is clear and convincing that the employee committed the offense.
- b. The City and the FOP agreed to a review process that will occur before placing a Bargaining Unit member on unpaid administrative leave, as well as a timeline and process following disposition of the criminal case for returning the employee to duty or implementing the appropriate discipline.
- c. There may be cases where an employee who has had felony criminal charges filed against them will not be placed on unpaid administrative leave and the City will proceed quickly with the administrative investigation. Employees in this situation may voluntarily request to be placed on unpaid administrative leave to protect against self-incrimination should a Garrity interview be compelled by the agency. The request is subject to the approval of the Chief of Police.

2. Market Compensation Adjustments

The City will use the most current data available to determine market, including a blend of 2013 data and the confirmed 2014 data that was available. This same approach will be used to review market data for 2015. The City benchmarks market data with twelve comparable jurisdictions in Colorado. To be consistent with the City’s philosophy of paying at or slightly above market, Bargaining Unit salaries shall be set at 5th place in the ranking. Employees must meet skill and performance standards to be eligible for market pay.

- a. Using the criteria established above, the City and the FOP agreed to salary adjustments, by position, as follows:
 - Police Officer: 3.76% increase.
 - Police Sergeant: 3.10% increase.
 - Police Lieutenant: 2.53% increase.
 - Community Service Officer: 3.76% increase.
 - Dispatcher: 1.80% increase.
 - Dispatch Supervisor: .36% increase.

- Dispatch Manager: 8.65% increase.

This results in an overall 3.38% increase for FOP members. While this exceeds the 2% originally budgeted in 2014, the additional 1.38% can be covered from existing personnel resources and salary savings within the Police Services budget.

- b. Consistent with the current contract, salaries will also include a performance component. Employees whose performance exceeds City standards will receive an additional \$500 per year, while employees whose performance is exceptional will receive an additional \$1000 per year. Salaries are reduced by \$500 for employees whose performance needs improvement and by \$1000 for employees whose performance is unacceptable, although employees in that category are managed out of the organization.
- c. Salaries for 2015 will be set using the same market, skill and performance criteria. The City will meet with the FOP to compare market data and will consult with the FOP prior to making the 2015 market adjustments.

3. Scheduling

The Patrol division is considering a hybrid schedule that would provide greater flexibility for scheduling and allow police resources to be deployed more efficiently.

- a. Article 47 (Scheduling) was modified to allow 8-, 10- or 12-hour shifts; the current contract references only 8- or 10-hour shifts.
- b. Sections from the existing contract that provide specific times for patrol, dispatch and community service shift schedules were removed.

4. FOP Status and Rights

Article 7 addresses how FOP members will be compensated during negotiations.

- a. The FOP Chief Negotiator will be granted more flexibility to use up to 80 hours throughout the course of the negotiation year, as opposed to within a two-week period as stated in the current contract, so long as the time is approved by their supervisor.
- b. FOP members will be allowed to donate 6, rather than 3, hours of unused vacation, holiday and/or award time to the FOP Leave Bank. Additionally, the amount of time that can be carried over will be increased from 300 to 360 hours.

5. Modified Duty

Article 29 outlines circumstances under which employees may be eligible for modified duty when temporarily unable to perform essential functions of their jobs. The recommended 2014 contract change aligns the length of modified duty with the definition of a temporary disability. Both would be 12 months from the date of disability. The 2013 contract allowed 6 months of modified duty.

6. Language Updates & Corrections

In addition to the significant changes above, a language committee reviewed the contract and made minor corrections to address issues where language was ambiguous, out of date, or rendered obsolete under current law.