

**AGREEMENT
BETWEEN
THE CITY OF WESTMINSTER
AND
WESTMINSTER FRATERNAL ORDER OF
POLICE,
LODGE 25
January 13, 2025 – January 10, 2027**

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PREAMBLE

This Collective Bargaining Agreement ("Agreement") entered into on this ____ day of September, 2024, between the City of Westminster ("City") and the Fraternal Order of Police Lodge 25 ("FOP"). It is the purpose of this Agreement to establish a productive relationship between the City and its Police Department ("Department") employees and to set compensation and certain other conditions of employment as specified in Chapter 35 of the Westminster Municipal Code. It is understood that this Agreement was negotiated in good faith to protect the health, safety, and welfare of the public by assuring at all times the orderly and uninterrupted operations and services of the City government and shall not be violated or abridged in any way by either party.

ARTICLE 1 **DEFINITIONS**

The following definitions shall apply to this Agreement:

Agreement – The Collective Bargaining Agreement between the Employer and Union.

Employer/City – The City of Westminster, Colorado.

Employee – Any employee who is included in the bargaining unit as defined in Section 1-35-2 of the Westminster Municipal Code and covered by the terms of the Agreement. May also be referred to as "member."

Police Administration – Anyone acting in a supervisory or command position; does not include any employees covered by the Collective Bargaining Agreement.

Police Chief – Shall refer to the Police Chief of the City of Westminster and his/her designee.

Ordinance – Generally refers to Title I, Chapter 35 of the Westminster Municipal Code, *Collective Bargaining for Police Officers*. Some references to "ordinance" include any Westminster Municipal Code section.

Union/FOP – Westminster Fraternal Order of Police, Lodge 25.

City Grievance and Appeal Procedure – The procedure contained in Section 1-24-3 of the Westminster Municipal Code.

Personnel Policies and Rules – The Personnel Policies and Rules adopted by the City, as they may change from time to time.

ARTICLE 2

RECOGNITION/REPRESENTATION

1. **Recognition.** The City recognizes the FOP as the sole and exclusive bargaining agent for certain Department employees so chosen by the members of the bargaining unit in accordance with the provisions of Chapter 35, Section 1-35-6 of the Westminster Municipal Code.

2. **Union Membership.** No employee shall be required to become a member of the Union as a condition of employment or continued employment by the Employer, and there shall be no discrimination against any employee on account of his/her membership or non-membership in the Union. All employees may or may not join the Union, at the individual employee's discretion.

3. **Terminology.** All terms used herein denominating gender shall be generic and, whenever appropriate, the singular shall include the plural and the plural shall include the singular. Any reference to the male gender throughout this Agreement shall include references to the female gender and vice versa.

ARTICLE 3

STRIKES/JOB ACTIONS PROHIBITED

The protection of the public health, safety and welfare demands that neither the sole and exclusive collective bargaining agent of the police officers, nor the police officers, nor any person acting in concert with them, will cause, sanction, or take part in any strike, walkout, sit-down, slowdown, stoppage of work, retarding of work, abnormal absenteeism, withholding of services, or any other interference with the normal work routine. Therefore, all such actions are expressly prohibited. In the case of violation of this prohibition by the Union, the following penalties shall apply: withdrawal of recognition, cancellation of any Collective Bargaining Agreement with said Union, injunctive relief, suit for damages, and any other reasonable penalty or remedy, including attorneys' fees and costs in any such suit.

ARTICLE 4
DISCRIMINATION PROHIBITED

1. The City and the FOP agree not to discriminate against any employee covered by this Agreement for their membership or non-membership in the FOP.
2. The provisions of this Agreement shall apply equally to all covered employees, without regard to sex, sexual orientation, marital status, race, color, creed, national origin, age, religion, disability, or any other status protected by applicable law.
3. Article 4 shall not be subject to the grievance procedure contained in this Agreement.

ARTICLE 5
MANAGEMENT RIGHTS

1. It is mutually agreed that the City shall have the sole right to manage the affairs of the Department as provided by law, including, but not limited to, the right to change the level or nature of services provided by the City to the extent authorized by law.
2. Except where limited by express provisions of this Agreement, nothing in this Agreement shall be construed to restrict, limit, or impair the rights, powers and authority of the City as granted to it under the Charter, City ordinances, the Constitution and any applicable laws of the State of Colorado. These rights, powers and authority include but are not limited to the following:
 - (a) To direct and schedule the work of its employees, including but not limited to determining schedules, staffing, shifts, hours and the scheduling of leave;
 - (b) To determine training needs, methods of training, and employees to be trained;
 - (c) To determine or consolidate operations, offices, and work sites, including, but not limited to permanently or temporarily moving operations in whole or in part to other locations;
 - (d) To hire, promote, demote, classify, evaluate, and retain employees in positions within the City; however, the certified employee organization may negotiate promotional procedure, but not the content/criteria for promotions nor the decision to promote;

- (e) To demote, suspend, discharge, or otherwise discipline employees; however, representation in the disciplinary process shall be a subject of collective bargaining;
- (f) To make, alter and enforce rules, regulations, orders and policies, and from time to time, to change such rules, regulations, orders and policies;
- (g) To establish, select, administer, alter, amend and control insurance, pension, and retirement plans for employees;
- (h) To lay-off employees because of lack of work, lack of funds, or for other legitimate reasons determined by the corporate authorities, and to determine the method and criteria for recall;
- (i) To determine and implement the methods, equipment, facilities and other means and personnel by which municipal operations are to be conducted, and to take steps it deems necessary to maintain the efficiency and safety of said operations and of the personnel engaged therein; and,
- (j) To determine its budget, organization, and the merits, necessity, and level of any activity or service provided by the City.

This statement of management rights, powers, duties and authority is not exclusive of other functions not herein contained, provided, however, that the exercise of these functions shall not be in conflict with the express terms of this Agreement.

ARTICLE 6

FOP RIGHTS AND RESPONSIBILITIES

1. **Use of Interdepartment Mail and Email.** The FOP shall be allowed to use Department mail and email to announce scheduled FOP meetings of the FOP and to provide communications not otherwise prohibited by City policy, all of which must be mutually agreed to each time by the FOP Lodge President and Chief. Use of Department mail is restricted to access to employee physical mailboxes.

2. **Orientation.** During the Department's Mini-Skills Process, two (2) members of the FOP's Executive Board or its designee shall be permitted to address any newly hired employee(s) in the bargaining unit about FOP membership and benefits. The FOP shall be permitted to use hours from the FOP Hours Bank discussed in Section 6 below to address new employees, but such presentation shall not exceed one (1) hour.

3. **Current Agreement.** The City shall make available on the Department's computer access files a current copy of this Agreement.

4. **List of Employees.** Upon written request of the FOP during the first week of April of each calendar year of this Agreement, the City shall provide to the FOP a complete list of names of all employees, including their job classification and rank, which are classified as members of the bargaining unit.

5. **Union Business.** The FOP shall endeavor to conduct all necessary Union business during non-working time, to the greatest extent possible, provided that the employee will, with prior approval of the employee's supervisor, be permitted to serve as a representative on-duty in accordance with Article 21, attend grievance and labor management meetings, and briefly (< 5 min and not during roll-calls) speak to members while on duty about issues related to the administration of the Agreement and their rights under it as long as such conversations do not unduly disrupt the operations of the Department. Off-duty representatives participating in such activities shall do so without pay.

6. **FOP Hours Bank.** The FOP will be given a bank of two hundred (200) hours during negotiation years, and one hundred and fifty (150) hours during non-negotiation years per year for its Officers, Executive Board Members, Stewards, and negotiation team members, all of whom must be bargaining unit members, to conduct any and all business on behalf of the FOP, including attending training, orientations, seminars and national and state conferences. All time used under this section shall be pre-approved by the Chief. Employees using FOP hours shall provide at least five (5) calendar days' advance notice to the Police Chief. Less than (5) calendar days' notice may be permitted for limited circumstances where the FOP cannot meet the (5) day notice requirement, at the Police Chief's discretion on a non-precedential and non-grievable basis. The hours will be equitably used between the above-listed members, with the understanding that some training, negotiations, or other FOP business will be conducted on the employee's own time. It is the Union's responsibility to manage the use of Union leave. Because such activities are for the benefit of the FOP and its members, time spent on these activities shall not constitute hours worked for purposes of calculating overtime.

ARTICLE 7

LABOR MANAGEMENT COMMITTEE

The City and the FOP agree to establish a Labor Management Committee which shall consist of four (4) members appointed by the President of the FOP and four (4) members appointed by the Chief. As necessary and at the request of either party, this Committee will discuss and review matters of mutual concern that do not involve negotiations or active grievances. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least five (5) business days prior to the date

of the meeting. The other party within two (2) business days thereafter may notify the party requesting the meeting of any items to be added to the agenda. The Labor Management Committee is intended to improve communications and shall be advisory only. There is no obligation on either party to enter into any agreement on such subjects.

ARTICLE 8

FOP MEMBER DUES

1. The FOP shall provide to the City and the City shall accept a signed dues and continued deduction authorization form from any member of the FOP covered by this Agreement, in the amount of the monthly dues uniformly assessed by the FOP as certified by the Treasurer of the FOP as being the proper amount. The FOP may initially submit such forms on a batch basis. Such authorization shall remain in full force and effect unless a member of the bargaining unit revokes any such authorization by written notice to the City's Human Resources Department who will send a copy to the FOP.

2. Deduction of FOP dues shall be made twice per month following the pay period in which the authorization was received. Deductions provided herein shall be remitted to the Treasurer of the FOP no later than twenty (20) working days following the payment date in which deductions were made.

3. The City shall not be liable to the FOP, by reason of the requirements of this Article, for the remittance of payment of any sum other than that constituting actual deductions made from employee wages earned. The FOP shall indemnify, defend and hold harmless the Employer and its officials, representatives and agents against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all reasonable costs for counsel that shall arise out of or by reason of action taken or not taken by the Employer in complying with the provisions of this Article provided that the Employer does not initiate the action. If an improper deduction is made, the FOP shall refund any such amount directly to the employee.

ARTICLE 9

HOLIDAYS

1. **Recognized Holidays.** The following are recognized holidays for all employees:

- a. New Year's Day (January 1)
- b. Martin Luther King Jr. Day

- c. President's Day (third Monday in February)
- d. Memorial Day (last Monday in May)
- e. Juneteenth (June 19)
- f. Independence Day (July 4)
- g. Labor Day (first Monday in September)
- h. Veterans Day (November 11)
- i. Thanksgiving Day (fourth Thursday in November)
- j. Friday after Thanksgiving
- k. Christmas Day (December 25)

2. **Floating Holidays.** Employees will be provided one (1) ten (10) hour floating holiday per year.

3. **Holiday Leave Bank.** On the first pay period of each year of this Agreement, employees shall be provided with a bank of one hundred and twenty (120) hours of holiday time for use throughout the calendar year. Holiday leave has no cash value and cannot be carried over to the following year.

4. **Working on a Holiday.** An employee who is scheduled to start or finish their shift on a City recognized holiday will be compensated at a rate of one and half (1.5) times the employee's regular rate of pay for the shift.

ARTICLE 10

VACATION LEAVE

1. **Vacation Leave Usage.** This leave shall be provided to the employee in accordance with City Policy.

2. **Vacation Leave Accrual.** Vacation Leave accrual and available maximum allowable leave will be pro-rated based on the benefited FTE. Vacation Leave accrued shall be in working hours upon completion of a full pay period. The amount of Vacation Leave to be charged shall be determined by adding, to the nearest quarter hour, the total working hours absent.

3. **Vacation Leave Accrual Rate.** The following schedules shall be used to calculate the amount of Vacation Leave an employee accrues for years of continuous service with the City:

Years of Continuous City Service	Accrual Rate Hours Per Pay Period	Accrual Rate Hours Per Year
Less than 5	5.45 hours	142 hours
5-10	6.37 hours	166 hours
10-15	7.29 hours	190 hours
15-20	8.21 hours	214 hours
Over 20	9.13 hours	238 hours

4. **Use of Vacation Leave.** Vacation Leave shall be used in accordance with City Policy. Employees wishing to use Vacation Leave must obtain prior approval from the employee's supervisor. If the circumstances surrounding the absence make prior notification and approval impractical, then the employee shall make every effort to notify the supervisor no later than thirty (30) minutes prior to the normal scheduled starting time.

5. **Vacation Leave Cash-Out.** Eligible employees may cash-out, or convert annually into a Section 457 plan, up to a total of forty-eight (48) hours of their accrued but unused Vacation Leave at 100% of their current rate of pay. During the last pay-period of the year, eligible employees who use less than forty-one (41) hours of Sick Leave in a year may cash-out, or convert annually into a Section 457 plan, up to an additional thirty-two (32) hours of their accrued but unused Vacation Leave at 100% of their current rate of pay, for a maximum of eighty (80) hours per year. Employees may make voluntary contributions as well, as permitted by the plan, and subject to the IRS annual contribution limits. At the time an employee separates from employment any unused vacation time up to 280 hours will be cashed out at 100% of their current rate of pay.

6. **Vacation Leave Carryover.** Employees may carryover up to a maximum amount of two hundred eighty (280) hours of non-cashed out Vacation Leave into the following year. Any unused and non-cashed Vacation Leave in excess of two hundred eighty (280) hours at the end of the year will be forfeited by the employee.

ARTICLE 11 **SICK LEAVE**

1. **Sick Leave Usage.** This Article is intended to provide employees with time off work for various health and safety needs. This leave shall be provided to the employee in accordance with City Policy and the Colorado Healthy Families and Workplaces Act,

C.R.S. § 8-13.3-401 (“HFWA”). Unused sick leave cannot be carried over into the following calendar year and has no cash value.

2. **Sick Leave Accrual.** At the beginning of each calendar year, employees shall receive 120 hours of sick leave for use during that year. This amount will be pro-rated for those employees who are hired after the start of the leave benefit year. Pro-ration shall be from the beginning of the pay period in which the employee begins employment. For example, if an employee begins employment at any point during the fifth pay period of the leave benefit year, the pro-ration shall be calculated based on the first workday of that pay period, and the employee shall receive 100 hours of sick leave (20 pay periods remaining of the 24 available).

ARTICLE 12

BEREAVEMENT, ELECTION, AND MATERNITY LEAVES

1. **Bereavement Leave.** Employees will be provided Bereavement Leave with pay for an absence due to a death of a family member in accordance with City Policy. This leave will be for a maximum of forty (40) work hours. The duration of such leave must be approved by the Chief. Bereavement Leave cannot be carried over into the following calendar year and has no cash value. Employees shall be permitted to use available Sick Leave after Bereavement Leave is exhausted.

2. **Election Leave.** All employees shall receive election leave in accordance with City Policy.

3. **Maternity/Paternity/Adoption/Well-Baby Care Leave.** Employees shall be eligible to use Sick and Vacation Leave for an absence due to birth or adoption of a child in accordance with City Policy. Such leave shall run concurrent with FMLA leave in accordance with City Policy.

ARTICLE 13

MILITARY LEAVE

1. Military service members are entitled to military leave while engaged in military service with the right of reinstatement as set forth in C.R.S. § 28-3-604 and the Uniformed Services Employment and Reemployment Rights Act (“USERRA”), 38 U.S.C. §§ 4301 *et seq.* not to exceed a cumulative leave period of five years. To be eligible for military leave, military service members must provide prior notice to the City of such leave in writing, as required by applicable law and City Policy.

2. **Compensation.** In accordance with City Policy, Employees will be provided fifteen (15) workdays of annual military leave for qualifying reasons, at 100% of the employee's base pay.

ARTICLE 14 **INJURY LEAVE**

Employees will be granted four hundred eighty (480) hours injury leave to be used in accordance with City Policy.

ARTICLE 15 **WAGES**

Pay Plan. Effective January 13, 2025, employees in the bargaining unit shall be paid based on the pay scale found in Appendix A of this Agreement. Effective January 12, 2026, employees in the bargaining unit shall be paid based on the pay scale found in Appendix B of this Agreement. Officers and sergeants shall progress to the next step in the pay scale on their anniversary date, in accordance with City policies and practices.

ARTICLE 16 **OVERTIME, COMPENSATORY TIME, AND OTHER PAID TIME**

1. **Work Period.** The designated work period for all employees covered by this agreement shall be eighty (80) hours in fourteen (14) consecutive days. The work period will start on a Monday and end the second Sunday afterward. Hours worked in excess of the designated work period shall be paid at the rate of one and half (1.5) times the employee's regular rate of pay. There shall be no duplication or pyramiding of overtime pay and employees shall not be paid more than once, for more than one reason or under more than one provision of this Agreement for the same hours worked.

2. **Hours Worked.** Outside of actual hours worked, Vacation Leave, Sick Leave, and holiday hours taken as leave shall count as hours worked in determining eligibility for overtime. No other leave time or paid or unpaid time off shall count as hours worked for purposes of calculating overtime.

3. **Call-back Time.** Call-back is additional time worked that requires the employee to return to a work site after the end of, or prior to the beginning of, their scheduled shift; or to return to a work site on a regular scheduled day off. Employees

who are called back to work shall be paid a minimum of two (2) hours or actual hours worked, whichever is greater at the overtime rate. This section shall not apply when an employee is directed to come in immediately before or remain at work immediately following their scheduled shift.

4. Compensatory Time

- a. Employees may, at their discretion, elect to receive compensatory time in lieu of payment for overtime. Compensatory time shall be earned in accordance with the Fair Labor Standards Act. The maximum number of compensatory time hours that an employee may accumulate shall be limited to eighty (80) hours of compensatory time.
- b. Employees must have prior approval from the Chief or his or her designee before utilizing accrued compensatory time off. An employee, who has accrued compensatory time, may request the use of such time by submitting the appropriate leave request.

5. Court Time, Administrative Hearing Compensation and Jury Pay

- a. "Court Time" shall mean any time spent attending a hearing involving criminal, civil, or traffic cases to which the employee has been subpoenaed or summoned. Court time shall also mean required meetings with the DA's office outside of the employee's regular scheduled shift.
- b. This Article does not apply to appearances at hearings involving internal discipline, or involving private or personal matters not related to employment with the City.
- c. If an employee, outside of his or her regular scheduled shift, reports for Court Time or an administrative hearing for which he or she was subpoenaed or summoned, and is called off en route or upon arrival at that location, then the employee shall be paid a minimum of two

(2) hours. Should any overtime occur, such pay can also be converted into compensatory time.

- d. Any employee who is required to serve as a juror in a Federal, State, County or Municipal Court during the employee's regular work hours shall be granted jury leave with pay to serve in such capacity. An employee who is called for jury duty shall present to the employee's supervisor the original summons from the court, and at the conclusion of such duty, a signed statement from the clerk of court or other evidence showing the actual time of attendance at court. For the purposes of this Section, such jury leave shall be considered to be with pay if the City pays the employee the difference between the employee's regular salary and any jury fees paid to the employee, exclusive of meals and travel expenses.

6. **On-call Pay.** An employee who is placed "on-call" by the Chief shall receive one and one half (1½) hour of pay for every twelve (12) hours he or she is placed on call, at the employee's regular hourly pay rate.

ARTICLE 17

SPECIALTY PAY/COLLATERAL DUTY PAY

1. **Canine Officers.** Canine Officers with assigned canine partners shall be paid as contemplated in the individual agreements they execute with the City.

2. **Field Training Officers (FTOs).** For each contact day with a trainee or an officer receiving remedial training, the City shall make a payment to FTOs equivalent to one hour of pay at 1.5 times the rate of that earned by the Senior Police Officer at the highest step and grade. FTO Sergeants shall be paid \$100.00 for each month when assigned as an FTO sergeant for a trainee or officer receiving remedial training.

3. **Detective Pay.** Bargaining unit members assigned as core or rotational detectives shall receive one hundred dollars (\$100) a month for each month they are assigned to serve in that capacity.

4. **S.W.A.T.** Officers who are assigned to S.W.A.T. shall receive \$100.00 per month for each month they are assigned to the team.

5. Officers concurrently assigned as FTO Sergeant, Detective, or to S.W.A.T. shall only be eligible for a single \$100 monthly payment pursuant to this Article.

ARTICLE 18

EQUIPMENT AND UNIFORM MAINTENANCE

1. Employees shall be issued uniforms as provided in Department policy and may be issued replacement uniforms and equipment that are lost, destroyed or rendered no longer serviceable as a result of their job duties.

2. Employees shall be provided an annual equipment and uniform allowance of \$700.

ARTICLE 19

EDUCATIONAL AND TUITION REIMBURSEMENT

Employees shall be eligible for educational and tuition reimbursement in accordance with City Policy.

ARTICLE 20

INSURANCE

1. **Health and Dental Insurance.** Health and dental insurance plan premium contribution percentages (employee/employer split) that exist in accordance with City Policy as of January 1, 2023, shall apply to all bargaining unit employees for the duration of this Agreement. Should premium contribution percentages change for non-bargaining unit City employees in accordance with City Policy, those premium contribution percentages shall also apply to bargaining unit employees.

2. **Retiree Health.** Employees who retire and meet the following minimum criteria shall be eligible for a monthly financial subsidy of six hundred dollars (\$600) towards their City-provided health insurance:

a. The employee is at least 50 years of age; and

- b. The employee's age plus their years of benefited continuous or non-continuous service with the City totals 80 or more.

Any sworn Westminster police employee who retires as a sworn Westminster police employee, with previous police officer employment with another entity (including military police officer experience), will be granted up to a maximum of 5 years of service credit that will apply towards the total requirement of 80 or more.

The above-described subsidy shall increase during the term of this Agreement by each year's percentage cost increase of the employee's contribution to the City's Health and Dental Insurance premium for employee only coverage.

Nothing herein shall prevent the City from reducing the age or service requirements set forth above.

3. Basic Life Insurance, Supplemental Term Life Insurance, Long Term Disability and Voluntary Accidental Death and Dismemberment (AD&D). Bargaining unit members shall be eligible for these benefits as provided by City policies.

4. Employee Assistance Program (EAP). Subject to the terms and conditions of the EAP program, EAP counseling is free/available to all employees and their family who are experiencing difficulty in managing personal crises. Participation in the EAP is voluntary and confidential. EAP staff is available twenty-four (24) hours a day, seven (7) days a week for crisis calls, counseling and referrals.

ARTICLE 21

LINE OF DUTY DEATH

1. When an employee is killed in the line of duty and eligible for such benefits as defined by the state Workers' Compensation Act, the employee's family shall be eligible for reasonable funeral, burial or cremation expenses incurred. The City will supplement such benefits up to a total maximum, including the funds received from workers' compensation, of ten thousand dollars (\$10,000).

2. The City will pay to the deceased officer's spouse or beneficiary designated on the Life Insurance Enrollment and Change Form provided by the City one hundred percent (100%) of the officers' maximum allowable annual vacation at the time of his or her death. The accumulated Vacation Leave shall be paid at the officer's regular hourly

rate of pay subject to applicable deductions at the time of his or her death and up to the deceased officer's total accrued and unused Vacation Leave hours.

3. All other guidelines not mentioned in this article will follow the Department's Policy on Line-of Duty Deaths and Critical Injuries, as amended from time to time.

ARTICLE 22

DISCIPLINARY PROCESS REPRESENTATION

When an employee is to be interviewed by a manager or supervisor, under circumstances where the employee reasonably believes that such an interview may result in discipline of the employee, the employee may request and be provided with any available FOP representative to be present during such interview. Once a representative has been requested for a specific disciplinary incident, unless revoked by the employee, it is presumed that such representation is to continue throughout the disciplinary process. Except in an emergency, the City agrees that an employee who requests a representative under such circumstances will not be interviewed until a representative is present, as long as the representative is reasonably available. Under no circumstances shall the request for the presence of a representative be used to delay the interview.

When the employee requests representation, notice of the pending meeting shall also be provided to the FOP designated representative email group. The Employer will make a good faith effort to schedule such non-emergency meetings so a representative can be present, if so requested.

The role of the representative at such meetings is or the purpose of (1) explaining the disciplinary policy and employee rights (2) to aid the employee in his or her understanding of the nature of the investigation and potential discipline that could result, (3) to counsel the employee; (4) to notify HR of any relevant information or incidents (5) to ensure the employee is not harassed or intimidated; (6) to advise the employee that he/she has the right to reasonable breaks. The FOP representative may ask follow-up questions to the employee after the interviewer has completed his or her questioning. Under no circumstances shall the representative disrupt the investigation or question the investigator.

The FOP representative shall maintain the employee confidentiality during the investigation but may notify the FOP leadership of necessary facts for the FOP to meet its duty of fair representation to the employee. Employees who are serving as

representatives shall not be the employee's direct supervisor or be a witness or involved in the pending investigation.

ARTICLE 23

GRIEVANCE PROCEDURE

1. Filing

- a. Any non-probationary employee may file and process grievances in strict conformity with the procedure and provisions of this Article.
- b. Any aggrieved employee may seek the assistance of the FOP in preparation and presentation of a grievance. However, any employee may seek redress or adjustment of grievances or complaints by discussion within the chain of command and without the necessity of consulting with the FOP or involving a FOP representative in such discussion; provided, however, that any resolution is not inconsistent with this Agreement. A copy of all grievances shall be filed with the FOP. Such grievances, to be filed simultaneously with the FOP and the City, must be submitted on the appropriate grievance form. At any step short of arbitration, the employee may request to be assisted by a FOP representative. Any grievance that proceeds to arbitration must be approved by the FOP.
- c. Wherever the word "days" is used in this Article and is not otherwise specified, that word shall mean calendar days.
- d. Any non-probationary employee may file a grievance following the steps outlined in this Article.

2. Definition.

A "grievance" is defined as a dispute or difference of opinion raised by a employee or the FOP concerning the interpretation or application of the express provisions of this Agreement. A grievance shall not include a claim relating to an alleged violation of Article 5 of this Agreement; the subject of disciplinary action, which shall be handled exclusively through the City Grievance and Appeal Procedure, contained in the Personnel Policies and

Rules; or a claim of discrimination, harassment, failure to accommodate, or retaliation, which shall be reported, investigated and resolved in accordance with the procedures established by the Employer for such matters.

a. Any grievance must be in writing on the grievance form developed by the City and the FOP and must contain each of the following items:

- i. The matter complained of;
- ii. The date(s) on which the matter complained of occurred;
- iii. The individuals involved;
- iv. The sections or the provisions of the Collective Bargaining Agreement allegedly misapplied or misinterpreted;
- v. The disposition sought by the aggrieved employee;
- vi. The signature of the employee who claims to be aggrieved by the matter being complained of and whom any remedy shall apply;
- vii. Tracking information to track the dates;
- viii. The date of the grievance.

b. A grievance that fails to comply with the requirements detailed above shall be defective, and shall be rejected. The rejected grievance shall be returned to the employee with a copy to the FOP President. The aggrieved party shall have five (5) calendar days from the date the grievance was returned to the employee to correct the defect and resubmit the grievance or it shall be deemed untimely.

3. **Procedure.** The grievance procedure shall be as follows:

a. The grievance form must be presented to the FOP and the Chief or his or her authorized designee, in written form, in accordance with the conditions set in the Definitions Section of this Article, within fourteen (14) calendar days from the first date on which the incident or event giving rise to the grievance occurred. After the grievance is presented to the FOP and the Chief, the FOP shall have seven (7) calendar days within which to file the statement of the FOP's position on the grievance. If the FOP does not provide a timely statement of its position on the grievance, the grievance shall be considered dropped and shall not be processed any further. The Chief shall give their written answer to the grievance within fourteen (14) calendar

days of the date on which they received the statement on the FOP's position.

- b. If the employee is not satisfied with the answer provided by the Chief, the employee may request a meeting with the Human Resources Director, or his or her designee, to hear such grievance, provided that the request is made in writing, signed by the employee, co-signed by the President of the FOP, and presented to the Human Resources Director within seven (7) calendar days of the date of the Chief's answer and the previous step of the procedure. The Human Resources Director, or his or her designee, shall answer the grievance in writing within seven (7) calendar days of the date on which the meeting was held.
- c. If the employee is not satisfied with the answer of the Human Resources Director, he or she may request a meeting with the City Manager, or his or her designee, provided that such request is presented to the City Manager within seven (7) calendar days of the date of the written answer provided by the Human Resources Director or his or her designee. The City Manager or his or her designee, shall answer the grievance in writing seven (7) calendar days of the date the meeting was held.
- d. If the employee is not satisfied with the answer provided by the City Manager or his or her designee, the FOP may request arbitration of the dispute within fourteen (14) calendar days of the date the City Manager or his or her designee, rendered the decision.
- e. Promptly after receiving demand for arbitration, the parties shall attempt to agree upon an impartial arbitrator to hear the dispute. If the parties are unable to agree upon an arbitrator within fourteen (14) calendar days, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Employer and FOP shall have the right to alternatively strike names from the panel with the party requesting arbitration striking the first two (2) names. The person remaining shall be the arbitrator. The arbitrator shall be

notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of the Employer and FOP representatives. The Employer and FOP have the right to request the arbitrator to require the presence of witnesses and/or documents. The Employer and FOP retain the right to employ legal counsel.

4. **Binding Arbitration**

- a. **Authority of the Arbitrator.** The arbitrator shall have no authority or jurisdiction to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provision(s) of the Agreement. The arbitrator shall be empowered to issue a decision concerning only the issue raised by the grievance as submitted in writing at Step 3(b), above. The arbitrator shall have no authority or jurisdiction to render a decision on any issue not so submitted or raised. The arbitrator shall be without power to render a decision which is in any way contrary to or inconsistent with applicable laws, municipal ordinance, City Charter provisions, or City rules and regulations that have the force and effect of law. If the decision or award of the arbitrator is rendered within the limitation of this Section, it shall be binding upon the Employer, FOP, the grievant and the employees covered by this Agreement.
- b. The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of the briefs by the parties, whichever is later. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.
- c. **Expenses of Arbitration.** The fees and expenses of the arbitrator and the cost of a written transcript shall be divided equally between the Employer and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

- 5. **Time Limits.** No grievance shall be entertained or processed unless it is submitted at Step 3(a), above, within fourteen (14) calendar days after the first occurrence of the event giving rise to the grievance. If a grievance is

not presented or appealed within the time limits set forth above, it shall be considered “waived” and may not be further pursued by the employee or the Union. If a grievance is not appealed to the next step within the specific time limit or any mutually agreed extension in writing, it shall be considered settled on the basis of the Employer’s last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the FOP may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. If mutually agreed upon in writing, the parties may waive one or more steps in the grievance procedure.

6. Miscellaneous Provisions

- a. No reprisals shall be taken against any participant in any grievance procedure because of such participation.
- b. Any grievant may, upon request, be presented at any level of this grievance procedure by a representative of the FOP or its counsel, with the approval of the FOP, but no employee may be represented by any representative of any employee organization other than the FOP.
- c. The processing of any written grievance filed under this Agreement shall be, whenever reasonably possible, during non-working time of the aggrieved employee and the FOP representative involved, if any.

ARTICLE 24
EMPLOYER CONTRIBUTION
TO DEFERRED RETIREMENT OPTION PLAN (DROP)

After an employee has elected to enter the DROP with the Fire and Police Pension Association of Colorado (FPPA) and up to the employee’s time of termination of employment (which shall be no later than the fifth anniversary of the DROP entry date), the City will contribute to the employee’s FPPA account (not the employee’s 457 plan) at the required contribution rate as if the employee had not entered the DROP. All contributions into the employee’s FPPA account are subject to IRS annual contribution limits.

ARTICLE 25
SEVERABILITY

Should any Article, Section or portion(s) thereof this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion(s) thereof directly specified in the decision, and the remaining parts of portions of the Agreement shall remain in full force and effect. Upon the issuance of such a decision, the parties agree immediately to commence negotiations for a substitute for the invalidated Article, Section or portion(s) thereof. However, if the parties are unable to agree within thirty (30) days following the commencement of the negotiations then the matter shall be postponed until contract negotiations are reopened. This thirty (30) day time period may be extended at the mutual agreement of the City and the FOP.

ARTICLE 26
EXCLUSIVENESS OF THE AGREEMENT

This Agreement constitutes the complete and entire Agreement between the parties and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with express terms of this Agreement.

The City and the FOP, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the City's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. In so agreeing, the parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

The City is staunchly committed to fulfilling all of its financial obligations to the Employees for the entirety of this Agreement. Notwithstanding the above or any other provision in this Agreement, in accordance with Article X, Section 20 (TABOR) of the Colorado Constitution, nothing in this Agreement shall constitute a multiple fiscal year obligation, and any fiscal obligation of the Employer is subject to its City Council's annual appropriation of funds. Any failure of the City Council to annually appropriate adequate monies to provide for the Employer's fiscal obligations shall terminate any such obligation

at such time as the then-existing appropriations are depleted. The City Manager shall immediately notify the FOP in writing, if during the course of the Employer's annual budget preparation the City Manager reasonably believes the Employer will be unable to appropriate adequate monies to meet the Agreement's fiscal obligations. Concurrent with such notice, the Employer shall also enter into good faith negotiations with the FOP regarding measures to address the potential impact of non-appropriation.

ARTICLE 27

APPLICABILITY OF CITY POLICY

In the event of a conflict between this Agreement and the Personnel or City Policies, as they may be changed from time to time, this Agreement shall govern. In the event that an issue is not addressed in this Agreement, but is addressed in City Policy, City Policy shall govern.

ARTICLE 28

TERM

This Agreement shall be effective at midnight on January 13, 2025, and shall terminate at 11:59 p.m. on January 10, 2027.

The parties agree that the term of the collective bargaining agreement between them preceding this Agreement shall be extended through 11:59 p.m. on January 12, 2025.

Executed this ____ day of _____, 2024, after ratification first by the FOP membership and receipt of official approval by the Mayor and City Council.

AGREED:

CITY OF WESTMINSTER

**FRATERNAL ORDER OF POLICE
COLORADO LODGE 25**

City Manager

President

ATTEST:

ATTEST:

City Clerk

Secretary

APPROVED AS TO FORM:

City Attorney

Exhibit A

Pay Plan Effective January 13, 2025

Title	Grade (Step)	Hourly	% Basis	Annual
Police Officer Trainee	P1	\$ 37.33	67.5%	\$ 77,646.40
Police Officer	P2 (1)	\$ 37.33	67.5%	\$ 77,646.40
	P2 (2)	\$ 40.09	72.5%	\$ 83,387.20
	P2 (3)	\$ 42.86	77.5%	\$ 89,148.80
Senior Police Officer	P3 (1)	\$ 47.01	85.0%	\$ 97,780.80
	P3 (2)	\$ 49.77	90.0%	\$ 103,521.60
	P3 (3)	\$ 55.30	100.0%	\$ 115,024.00
Police Sergeant	P4 (1)	\$ 59.25	85.0%	\$ 123,240.00
	P4 (2)	\$ 62.73	90.0%	\$ 130,478.40
	P4 (3)	\$ 66.22	95.0%	\$ 137,737.60
	P4 (4)	\$ 69.70	100.0%	\$ 144,976.00

Exhibit B

Pay Plan Effective January 12, 2026

Title	Grade (Step)	Hourly	% Basis	Annual
Police Officer Trainee	P1	\$ 38.82	67.5%	\$ 80,745.60
Police Officer	P2 (1)	\$ 38.82	67.5%	\$ 80,745.60
	P2 (2)	\$ 41.69	72.5%	\$ 86,715.20
	P2 (3)	\$ 44.57	77.5%	\$ 92,705.60
Senior Police Officer	P3 (1)	\$ 48.89	85.0%	\$ 101,691.20
	P3 (2)	\$ 51.76	90.0%	\$ 107,660.80
	P3 (3)	\$ 57.51	100.0%	\$ 119,620.80
Police Sergeant	P4 (1)	\$ 61.62	85.0%	\$ 128,169.60
	P4 (2)	\$ 65.24	90.0%	\$ 135,699.20
	P4 (3)	\$ 68.87	95.0%	\$ 143,249.60
	P4 (4)	\$ 72.49	100.0%	\$ 150,779.20