

AGREEMENT BETWEEN
LITTLETON CITY MANAGER'S OFFICE
AND
LITTLETON POLICE OFFICERS ASSOCIATION

EFFECTIVE:

JANUARY 1, 2021 THROUGH DECEMBER 31, 2022
(Includes 2021 negotiated articles to be effective through end of contract period)



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ARTICLE 1: PREAMBLE

This Agreement is entered into by and between the Littleton City Manager's office, Littleton, Colorado, hereinafter referred to as the "City," and the Littleton Police Officers Association (LPOA), hereinafter referred to as the "Association."

It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Association, to provide for any equitable resolution of differences, which may arise, and to establish proper standards of wages, hours, and other terms and conditions of employment.

In the event of a conflict between any provisions of this Agreement and Federal and State law, the City Charter, City Council resolutions or ordinances, and City administrative rules, regulations, policies and procedures, the applicable law, Charter, resolutions, ordinances rules, regulations, policies and procedures shall control. Notwithstanding the foregoing, no administrative rules, regulations, policies, or procedures of the City of Littleton, shall modify wage scales (except to establish pension contribution rates) or benefits (which shall be offered according to the terms of the respective benefit plans) unless necessary in order to comply with the provisions of Article X, Section 20 of the Colorado Constitution, a/k/a the Taxpayers' Bill of Rights (hereinafter "TABOR"). If the City determines that a reduction of wages, as set forth in this Agreement, is required to bring the City into compliance with the spending provisions of TABOR, including any amendments to said article and section, no reduction shall occur prior to the following:

The City shall notify the Association at least thirty (30) days in advance of the effective date of the proposed wage reduction and a meeting to reopen wage discussions shall be arranged at a mutually satisfactory time between the Association and the City within ten (10) regularly scheduled working days of notification by the City.

If no wage agreement is reached between the City and the Association within thirty (30) regularly scheduled working days following notification by the City, and the City still deems it necessary to implement wage reductions to comply with TABOR, the City's wage reduction shall be implemented for the applicable fiscal year, provided however, any such wage reduction applied to each classification under this Agreement shall be consistent with wage reductions made to all other job classifications under the authority of the City Manager.

It is understood that the City shall have the right to revise its policies, procedures, rules and regulations with respect to the management, organization, and operation of the City and the conduct of its employees. Any revisions of policies, procedures, rules, and regulations by the City shall not change the material provisions of this Agreement.

ARTICLE 2: RECOGNITION

The City recognizes the Association as the sole and exclusive bargaining unit for its employees, as defined in this Agreement, for the purpose of negotiating with respect to rates of pay, wages, hours, and other conditions of employment for the term of this Agreement.

The bargaining unit shall be comprised of all sworn police officers of the City who are non-exempt employees and who are members of the Association.

The City recognizes an Association negotiation committee of regular, full-time, non-probationary employees of such number as may be equal to the negotiation committee of the City. The negotiation committee shall represent the Association in meetings with the City for the purpose of discussion with respect to wages, rates of pay, hours, and other conditions of employment for the term of this Agreement.

Special conferences for the discussion of important matters such as revision of this Agreement, revision of City administrative procedures (not to include grievances) may be arranged at a mutually satisfactory time between the Association and the City within ten (10) regularly scheduled working days after the request of either party. Attendance of Association members at such conference will be allowed with the approval of the Chief of Police.

ARTICLE 3: NON-DISCRIMINATION AND ANTI-HARASSMENT

The City of Littleton does not tolerate discrimination or harassment as outlined in the City Personnel Policies and Procedures. All sworn personnel are subject to the City Personnel Policies and Procedures as they apply to non-discrimination and anti-harassment. In addition, the City and the Association agree that there shall be no discrimination, harassment, or coercion against any officer because of Association membership or non-membership.

ARTICLE 4: ASSOCIATION BUSINESS

Employees of the Police Department who are members of the Association shall be granted reasonable time to perform their Association functions, and attend local meetings, providing this time off does not interfere with Police Department operations as determined and approved by the Chief of Police or his/her designated representative.

ARTICLE 5: PAYROLL DEDUCTION OF DUES

The City shall deduct the amount of Association dues, certified to the City by the Treasurer of the Association from the pay of each member of the Association who has submitted written authorization for such deduction. Such deductions shall be made each pay period. The amounts deducted shall be sent by electronic deposit on the last payroll period of each month to the financial institution designated by the Treasurer of the Association.

The City of Littleton will support automatic payroll deductions for Colonial Life premium payments. The Association reserves the right to offer voluntary participation in an Association/Fraternal Order of Police (FOP) endorsed professional liability insurance plan paid through automatic payroll deduction. No additional supplemental programs will be processed for automatic payroll deductions.

ARTICLE 6: WAGES

Effective January 2, 2022, officers shall receive the salary adjustment as listed below under 2022 Annual Wage Rate. The City agrees that 2022 base annual wages will be as follows for the ranks shown below subject to any spending limitations imposed by TABOR:

RANK	2022 ANNUAL WAGE
Police Officer V	\$ 68,522
Police Officer IV	\$ 75,298
Police Officer III	\$ 82,745
Police Officer II	\$ 90,929
Police Officer I	\$ 99,921
MPO	\$ 104,918
Detective	\$ 109,914
Corporal, Step C	\$ 109,914
Corporal, Step B	\$ 113,211
Corporal, Step A	\$ 116,607
Sergeant, Step C	\$ 120,105
Sergeant, Step B	\$ 123,708
Sergeant, Step A	\$ 127,420

The above rates are based off of 2022 steps and may be slightly higher due to rounding requirements in the payroll system.

Due to the need for council approval of a budget appropriation, salary adjustments will be made in February 2022 and will be retroactive to January 2, 2022.

Employees shall be eligible for advancement to the next higher grade or step on the anniversary of their original hire date or rank promotion.

6.2 WAGE RE-OPENER

The City and the Association have the ability to sign a one or two year wage agreement. Wages will be reopened at the end of the agreed contract.

6.3 METHODOLOGY FOR ESTABLISHING WAGES

Wages shall be negotiated pursuant to the methodology established below, subject to the approval of the City Council, who's approval shall be presumed unless the Association is notified to the contrary by the City Manager, prior to May 31, 2022, at which time the methodology will be subject to negotiation, pursuant to the provisions for revision of this Agreement contained under the fourth paragraph of Article 2: Recognition.

The compensation methodology shall be constituted as follows:

- A. Annually, the Department of Human Resources will survey the benchmark classification of Police Officer I (Police Officer top step).
- B. Cities to be surveyed for wage comparison are:

Arvada	Englewood	Lakewood
Aurora	Ft. Collins	Parker
Boulder	Golden	Thornton
Broomfield	Greenwood	Westminster

- C. The salaries of these cities will be added together and divided by the number of cities surveyed for each classification in order to establish a market rate of pay for each classification. Market rate is defined as average or somewhat above average of the cities surveyed.
- D. A final determination regarding the granting of market pay adjustments will be based on the City's ability to grant such adjustments and by TABOR.
- E. Upon agreement of the market pay rate for the classification of Police Officer I (top step), the wages of the remaining positions shall be set as follows:

Rank	Pay Differential
Police Officer V	The association agrees to permit the City to establish entry level pay for the position of Police Officer V. It is agreed that the City will maintain this level at a rate of pay which is competitive with the surveyed cities.
Police Officer IV	Nine percent (9%) below Police Officer III
Police Officer III	Nine percent (9%) below Police Officer II
Police Officer II	Nine percent (9%) below Police Officer I
Police Officer I	Benchmark Classification
Master Police Officer	Five percent (5%) above Police Officer I
Detective	Ten percent (10%) above Police Officer I
Corporal, Step C	Ten percent (10%) above Police Officer I
Corporal, Step B	Three percent (3%) above Corporal, step C
Corporal, Step A	Three percent (3%) above Corporal, step B
Sergeant, Step C	Three percent (3%) above Corporal, step A
Sergeant, Step B	Three percent (3%) above Sergeant, step C
Sergeant, Step A	Three percent (3%) above Sergeant, step B

For purposes of this Agreement, base annual wages include the annual salary for the classifications as shown above, but exclude any salary supplements, such as, educational incentive pay, overtime pay, acting pay, court pay, uniform cleaning allowance, or other supplements to base annual wages.

ARTICLE 7: THE MASTER POLICE OFFICER PROGRAM

The Master Police Officer (MPO) program is designed to recognize and reward officers who have demonstrated outstanding dedication to, and achievement in their jobs. Its purpose is to provide incentive and recognition to officers who have levels of education, training, and skill, beyond those required to be a police officer. It is recognized that education, experience, service in special assignments and instructing other officers all contribute to an officer's skill level and value to the department. As an incentive to encourage officers to acquire a wide range of skills and expertise, the Master Police Officer program is hereby established. Master Police Officer is not a rank to which an officer is promoted and is not a supervisory position.

An officer will be recognized as a Master Police Officer upon achieving the following criteria:

1. Police Officer I status for one year.
2. Completion of a supervisory training approved by the Chief of Police.
3. Accumulate a total of 6 points from the following list of achievements: (Maximum of 4 points for TRA's).
 1. Task Related Assignment (TRA) – 1 pt. each (minimum 1 year in assignment). Positions that fall into this category include:
 - Defensive Tactics Instructor
 - Field Training Instructor
 - Firearms Instructor
 - SWAT Officer
 2. Task Related Assignment (TRA) – 1 pt. each (minimum 2 years in assignment). Positions that fall into this category include:
 - Intoxilyzer Instructor
 - Standardized Field Sobriety Test Instructor
 - Emergency Driving Instructor
 - Drug Recognition Expert
 - K9 Decoy
 - Automation Instructor
 - Honor Guard
 - Public Information Officer
 - Technology Specialist
 - CSV (Community Services Volunteer) Resource Officer
 - sUAS Flight Crew Member
 3. Additional Temporary Duty Assignment – 1 pt. for each year (maximum of 4 pts). For purposes of this Article, temporary assignment shall include any position performed by a police officer other than positions in regular patrol.

As an incentive for officers to complete the above criteria and achieve the designation of Master Police Officer, those so qualified shall be authorized to wear an insignia on their uniform consisting of a single chevron with the letters MPO inscribed below. In addition, an officer recognized as a Master Police Officer will be compensated at a rate of 5% above the rate of pay for a Police Officer I.

ARTICLE 8: HEALTH INSURANCE

The City shall provide group health and hospitalization plans for its City employees. (HMO plans shall be provided at the option of the City.) Membership in any plan offered by the City is available to all full-time permanent, probationary and certain qualified part-time employees.

ARTICLE 9: LIFE INSURANCE

The City shall provide life insurance for each full-time officer, commencing on the first day of employment, in an amount equal to 1.5 times the officer's base annual salary.

The City shall also offer voluntary, supplemental life insurance plan options, which shall be paid by the officer through payroll deduction.

ARTICLE 10: UNIFORM CLEANING ALLOWANCE

The City agrees to pay each sworn employee six hundred dollars (\$600.00) per full year worked to defray the cost of uniform cleaning. The Uniform Cleaning Allowance will be paid on a per pay period basis during employment, with no proration upon termination.

ARTICLE 11: UNIFORMS AND EQUIPMENT ALLOWANCE

The City shall provide each police officer with an initial issue of police leather equipment, two uniform shirts, two uniform trousers, two uniform ties, appropriate badge and insignia, and other items as determined by the Chief of Police. Uniform items, including those purchased by the City or the employee, shall be replaced or repaired at City expense if damaged or lost during the reasonable exercise of official duty as a commissioned police officer. Determination shall be made by the Chief of Police within five (5) days after being advised of the damage or loss by the employee. It shall be the employee's responsibility to maintain uniforms and equipment at a high level of serviceability.

The City shall pay each sworn employee an annual allowance of eight hundred dollars (\$800.00) for uniformed officers and nine hundred dollars (\$900.00) for plain clothes officers, for the acquisition, maintenance and repair of uniforms and equipment. This payment shall be made in the month of February.

ARTICLE 12: HOURS

The City agrees to maintain a work schedule for police officers of patrol teams one through six and traffic, of four days on duty and three days off duty. A regular duty day will consist of ten hours and shall be regulated by the Chief of Police or designated representative. All other personnel shall work a 40-hour work week; the work schedule to be at the discretion of the Chief of Police.

ARTICLE 13: OVERTIME

All overtime worked by an officer in excess of ten (10) hours in any workday or forty (40) hours in any work week shall be compensated in overtime pay or compensatory time off at the officer's election, unless so ordered by the City Manager or external funding sources (i.e. enforcement grants) dictate otherwise.

The monetary overtime rate of pay shall be at 1.5 times the officer's regular hourly rate of pay and the compensatory time off overtime rate shall be at 1.5 times of actual time worked.

Officers who are ordered to perform work in excess of their normal duty hours shall be compensated at the overtime rate for all hours worked in conjunction with the order regardless of whether they have taken paid leave during the same work week.

ARTICLE 14: COURT TIME

Court Time/Apearances: Two (2) hours or the actual time involved will be awarded for an appearance in court or other judicial hearing whether held in-person, via telephone or via video tele-conference. The time will be converted at the rate of one and one-half (1 ½) of the police officer's normal hourly rate with the following exceptions:

1. Court sessions beginning less than two hours before an officer is to report for duty will be considered continuous duty overtime, with the time calculated from the beginning of the court appearance (as designated on the subpoena) until the officer's scheduled reporting time.
2. Court sessions beginning when an officer is on duty and continuing beyond the scheduled end of shift, will be considered continuous duty court overtime for the actual time involved.

For the purposes of this article, compensation begins at the time designated on the subpoena, or identified start time of hearing or other mandatory meeting relating to municipal, state, or federal court proceeding. Officers are not considered on-duty nor are they compensated for travel time to and from any off-duty court appearance, hearing, or other mandatory meeting relating to municipal, state, or federal court proceedings.

ARTICLE 15: DISCIPLINE FOR JUST CAUSE

- A. Non-probationary employees may be disciplined for just cause. Penalties and remedies, including counseling, coaching, training, learning, and/or disciplinary action, are assessed against any employee of the department as follows:
1. BlueTeam Record entry
 2. Receiving additional training
 3. Written Reprimand
 4. Performance Agreement
 5. Suspension from duty without pay
 6. Demotion in rank or grade
 7. Dismissal from the department
- B. The discipline imposed must be supported by the factual findings made.
- C. Investigations of complaints of misconduct shall follow the following timelines as specified in LPD Policy Directive 321;
1. The investigator will complete the investigation within twenty-one (21) days of the date the letter notifying the officer of the investigation is served. The chief of police may grant extensions in those cases where extenuating circumstances exist. If an extension is granted, status reports are due to the chief every fourteen (14) days.
 2. The Command Review Panel shall complete their review and submit their recommendations, in writing, to the subject employee's division chief within seven (7) days of the date the investigative report was submitted by the assigned investigator.
 3. The division chief has seven (7) days from the date the panel's recommendation was submitted to complete his/her review and findings.
 4. Unless waived, the pre-disciplinary meeting shall be completed within ten (10) days of the officer receiving notice of the division chief's findings and penalty assessment.
- D. In reviewing any disciplinary case where an officer is found in violation and discipline is to be imposed, the Chief of Police shall consider factors to include but not be limited to; a letter of mitigation submitted by the involved officer, character statement, officer's work history, proportionality and reasonableness of discipline to offense, past precedent of discipline imposed and the officer's acceptance of responsibility.
- E. Persons grieving actions not related to this agreement but pertaining to the application of City policies and/or discipline shall utilize the "Appeal Process" set forth in the

City's Personnel Policies and Procedures. The propriety of the discipline imposed shall be determined in the sole discretion of the City Manager

- F. Officers have the right to appeal disciplinary decisions made by the Chief of Police. This appeal may take the form of a grievance to the City Manager or an appeal to the courts.
 - 1. In any grievance or appeal action submitted to the City Manager, the following factors shall be considered, to include but not be limited to; a letter of mitigation submitted by the involved officer, character statement, officer's work history, proportionality and reasonableness of discipline to offense, past precedent of discipline imposed and the officer's acceptance of responsibility.
- G. In the event a law in the Colorado Revised Statutes should affect any portion of this Article 15, then this article shall be immediately re-opened for negotiation between the Association and the City.

ARTICLE 16: GRIEVANCE PROCEDURE

PENDING MOU OR WORKING GROUP

-Language for non-binding arbitration to be drafted for introduction when completed or during the 2022 negotiation.

ARTICLE 17: VACATION AND HOLIDAYS

17.1 VACATION AND HOLIDAY HOURS

Regular, full-time, non-probationary employees normally working a forty (40) hour week are entitled to paid vacation and holiday leave according to the following schedule.

Benefit Level	Hours
1 thru 4 years	238
5 years thru 9 years	258
10 years thru 14 years	278
15 years thru 19 years	298
Over 20 years	318

On January 1st, officers shall receive the full vacation hours allotment for the milestone benefit level which they shall achieve during that year.

*Note: Any employee that becomes a regular status employee (after completing the academy) will receive a prorated benefit based on the 1-4 year benefit level. On January 1st of the following year the employee will receive the full benefit.

It is understood that the vacation listed above includes an allocation of fourteen and one-half holidays (116 hours).

17.2 VACATION AND COMPENSATORY TIME CARRY OVER

Vacation may be carried over from one year to the next based upon the following:

Carry Over Limit: 150 Hours

Unused vacation hours in excess of the above carryover limits as of December 31 will be forfeited by the employee.

17.3 COMPENSATORY TIME

Police officers shall be paid any balance over forty (40) hours of compensatory time on November 30 of each year. Any hours above forty (40) which are scheduled to be utilized between November 30 and December 31 may be used as compensatory time off. Any compensatory time balance of forty (40) hours and under, or any compensatory time earned after November 30, will be carried forward into the next year.

ARTICLE 18: SICK LEAVE AND OTHER LEAVES OF ABSENCES

Police officers shall accumulate sick leave monthly based on their assigned work schedule and shall be charged for each sick leave hour used as prescribed by the Personnel Policies and Procedures.

Shift Hours	Benefit
10 Hour Shift	120 Hours Annually
8 Hour Shift	96 Hours Annually

*Note: Officers on a varying shift hours schedule (i.e. SRO's: school year/summer break) shall earn the benefit corresponding to their current shift hours schedule assignment.

ARTICLE 19: STEP-DOWNS

Whenever a non-exempt sworn officer is temporarily assigned to perform in a classification lower than his/her present classification and is so appointed by the Chief of Police or his designated representative, that Police Officer shall be compensated at the current rate of pay for the higher classification to which he/she was originally assigned. If and when a position reopens to which the officer was originally assigned, the officer will be eligible for the first available assignment to his/her former position, pending a practical demonstration of skills.

ARTICLE 20: WORKING OUT OF CLASSIFICATION (ACTING PAY)

The Chief of Police may appoint police officers to perform work in other classifications where vacancies in these classifications exist due to terminations, vacations, attendance at school or seminars, sick leave, injury leave or other extended emergency leave usage, and/or special training.

Any time a police officer is required to work by the Chief of Police, or their designee, in a rank with a higher rate of pay, the police officer shall be compensated at the minimum rate of pay for the rank in which they are acting or five percent greater than his/her regular base salary, whichever amount is greater, but in an amount not to exceed the maximum of the pay range for the acting position.

ARTICLE 21: SEVERABILITY

If any provision of this Agreement is subsequently declared by an appropriate legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances of the City, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 22: DURATION OF AGREEMENT

This agreement shall be effective as of January 1, 2021 and shall remain in full force and effect until December 31, 2022.

The City and the Association agree to a two-year agreement as permissible by Article 6.2. Re-opening of existing articles may be done only by mutual agreement of the City and Association. This agreement will re-open in 2022 for negotiation of an agreement to be effective January 1, 2023.

If no agreement is reached as a result of these negotiations, the existing agreement shall remain in full force and effect for all articles until it may be replaced with a new complete agreement.

ARTICLE 23: USE OF FACILITATOR-

PENDING MOU OR WORKING GROUP

- Language for non-binding arbitration to be drafted for introduction when completed or during the 2022 negotiation.

ARTICLE 24: INJURY LEAVE

24.1 Line of Duty Injury:

Any officer, who shall become injured in the line of duty, shall be provided with any necessary hospitalization, doctors, surgeons, nurses and medical care as required by good medical practice.

Any officer who shall become so physically or mentally disabled by injury or illness in the discharge of their official duties, that they are rendered unable to perform those duties, shall be granted any necessary leave of absence, not to exceed 15 consecutive months, and shall suffer no reduction of benefits or rank the officer was entitled to at the time the injury occurred.

Any officer injured in the line of duty shall receive full injury pay not to exceed 1,040 hours within 15 month time frame regardless of the number of work-related injuries, illnesses or disabilities sustained within this time frame. The 15 month time frame starts on the date of the initial injury, illness, or disability.

Any lost time beyond 1,040 hours within the 15 month time frame, will be paid at 2/3 of wages received at the time of injury, up to the state maximum, per Colorado Workers' Compensation Act. Officers may supplement their 2/3 worker's compensation wages with any accrued time they may have, up to their full regular salary amount. Officers who return to full duty for a consecutive 12 week period, during or after the 15 month time frame will have the injury leave timeline reset. The 12 week period starts the first day back at full duty.

When medically cleared to do so, the officer shall be afforded a temporary modified duty assignment, at full rank, pay and benefits, while continuing rehabilitation toward return to full duty. Temporary modified duty assignment will be granted for up to 2080 hours within a 15 month time frame. The return to full duty must be completed within 15 months from the date of injury.

Compensation, as outlined above, shall not be denied under this article if the injury was received while in an off-duty status, but while acting lawfully, under color of authority granted to the officer under the provisions of applicable state statutes and city ordinances, and in compliance with the rules and regulations governing the Littleton Police Department.

Except as otherwise provided by statute, City Charter or elsewhere in this article, when the City has admitted liability or accepted a workers' compensation claim, no officer shall be required to use accrued time or leave for any line of duty injury or illness.

FMLA runs concurrently with injury leave.

24.2 Non-Line of Duty Injury:

Officers who are injured off-duty and are unable to return to full duty after they have used the maximum leave provided under the FMLA shall be allowed to use any remaining paid leave to allow them additional time to attempt to return to full duty so long as it aligns with city leave policy.

The officer, when medically cleared to do so, shall be afforded a temporary modified duty assignment while continuing rehabilitation toward return to full duty. Temporary modified duty assignment will be granted for up to 2080 hours within a 15 month time frame. The officer's return to full duty must be completed within 15 months from the date of injury.

ARTICLE 25: RETIREE HEALTH

The City shall provide a city funded Retirement Health Savings Account for all officers if the City is in a position that it is financially feasible to provide the benefit for all employees. The City may terminate this benefit at any time should funding not be available to continue the benefit. This benefit is not tied to the officer's retirement plan election.

ARTICLE 26: ON-CALL PAY

Non-exempt officers that are placed in a mandatory “On-Call” status and subject to taking work related phone calls and responding to crime scenes and investigations outside of regularly scheduled duty hours shall be compensated in the following manner:

- Four (4) hours of straight time per 7-day period
- If the officer is required to respond (called-out), they shall be paid a minimum of four (4) hours or actual time, whichever is greater, at their overtime pay rate.
- Officers may submit for pay for phone calls totaling greater than 15 minutes over the seven (7) day period. Any phone call, which requires immediate follow up but not call-out and therefore places the On-Call officer in a stand-by mode until the follow up is completed, shall be considered one continuous event for log and pay purposes. Officers will be required to log phone calls and durations in the comment section on their timesheet.

ARTICLE 27: EDUCATIONAL INCENTIVE

Any officer who holds an advanced educational degree, shall be awarded time off annually at the benefit level of the highest degree obtained, according to the following schedule:

Degree Type	Examples	Benefit
Undergraduate Degree	Bachelor of Science Bachelor of Arts	20 Hours Leave
Master's Degree or above	Masters of Arts Masters of Science Masters of Business Administration Masters of Public Administration PhD Juris Doctor (J.D)	30 Hours Leave

These days may be taken at any time in the calendar year per supervisory/command approval. These hours may not be banked or carried over to the following year. These hours are not compensable upon separation of employment.

Employees must provide Human Resources with official transcripts, reflecting completion of the degree, before benefit will be provided. Transcripts will only need to be provided once.

ARTICLE 28: DEFENSE AND INDEMNIFICATION OF CIVIL CLAIMS

PENDING MOU

-Members of the Association, Police Administration and City Attorney's Office (and/or City retained outside counsel) shall meet at least once per month to craft language for introduction when completed or during the 2022 negotiation.

ARTICLE 29 DEATH AND DISABILITY CONTRIBUTION

During the term of this Agreement, the City shall provide for the state mandated contribution for death and disability coverage pursuant to CRS § 31-31-811(4), as it may be amended from time-to-time, for all officers hired on or after January 1, 1997.

ARTICLE 30 LINE OF DUTY DEATH BENEFIT

A. Funeral/Burial Expenses

In the event a member is killed in the line of duty, the City shall pay the cost of reasonable funeral/burial expenses, which shall be offset by any donated funeral/burial related services.

- B.** The City will pay the full cost of health, dental and vision insurance for legal dependents at the time of death of an employee killed while acting as a police officer. Eligibility shall remain consistent with the current plan and will include any unborn children. Payment will be made for up to and not to exceed five (5) years after the death of the employee or up to age eighteen (18) for any covered minor children, whichever is greater, for all legal dependents at the time of death. The City of Littleton reserves the right to manage the administration of benefits and/or ability to provide benefits as they deem appropriate in partnership with the surviving spouse.

C. Definitions:

- a. "Line of duty" means any action which an officer is obligated or authorized by law, rule, or regulation to perform for which the officer is compensated by the City.
- b. "Killed in the line of duty" means a law enforcement officer has died as a direct and proximate result of injury sustained in the line of duty. This includes victim law enforcement officers who, while in an off-duty capacity, act in response to a violation of the law or act in response to an emergency or crisis situation.

ARTICLE 31 BEREVEMENT LEAVE

In the event of the death of an officer's husband, wife, mother, father, mother-in-law, father-in-law, stepfather, stepmother, child, stepchild, brother, sister, stepbrother, stepsister, brother-in-law, sister-in-law, grandparent, great-grandparent, grandchild, spousal equivalent as defined by the City or other person within the officer's immediate household, the officer shall be granted forty (40) hours of paid leave of absence to attend to matters related to the death. The leave need not be taken in one block of time.

Bereavement leave pursuant to this article may be taken in conjunction with the officer's regularly scheduled days off and/or previously scheduled leave time.

ARTICLE 32: Officer Privacy

The release of an officer's personal information shall only occur when required by Colorado Revised Statutes or the Colorado Open Records Act.

In all other situations where the City desires to release an officer's personal information for any reason, the City shall request and obtain written authorization from each affected/involved officer prior to release. If no such release is granted by the officer, the City shall be prohibited from the release of that information. This prohibition covers any manner of release (i.e.; verbal, written, printed, electronic, etc.)

The City reserves the right to use the officer's name, image/video/likeness at their discretion as it relates to the officer's official job duties, with the approval of the Chief of Police or their designee. The City recognizes the need for officer confidentiality as it relates to sensitive assignments, investigations and/or operations.

If an affected/involved officer is unable to give such authorization due to incapacitation or death, that officer's spouse or dependents shall be authorized to act on their behalf.

Personal information shall include;

Home address, home/cell phone numbers, date of birth, social security number, email address, social media user/profile names, marital status, parental status, spouse/dependent information (to include names and ages), place of birth, educational history, hobbies or interests, personal memberships and/or affiliations.

City of Littleton

DocuSigned by:

Mark Relph

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Mark Relph, City Manager

Littleton Police Officers Association

DocuSigned by:

Kevin Hampton

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T. Kevin Hampton, LPOA President

Date 12/21/2021

Date 12/28/2021