

**COLLECTIVE BARGAINING
AGREEMENT
BETWEEN
REGIONAL TRANSPORTATION
DISTRICT,
AND
FRATERNAL ORDER OF POLICE,
LODGE #72
2025-2027**



The Regional Transportation District (RTD) and the Fraternal Order of Police (FOP) Lodge #72 are united in their commitment and efforts to create a Welcoming Transit Environment for all employees and customers.

The two entities are dependent upon one another, as RTD cannot exist without the dedicated employees who support personal safety and security efforts across the agency's 2,345 square-mile service area. FOP Lodge #72 depends on RTD to ensure fair and reasonable compensation is established for its members., which are RTD employees.

The three-year, 2025-2027 Collective Bargaining Agreement (CBA) by and between RTD and FOP Lodge #72 is evidence of each party's commitment to reciprocal success.

The purpose of this CBA is to mutually establish the terms and conditions of employment and the rights of the parties to the agreement, with the intent to engender a spirit of collaboration and open communication. The inaugural CBA allows for a harmonious relationship to continue to exist between RTD and the union members.

RTD is proud to partner with FOP Lodge #72 in pursuit of the agency's vision to be the trusted leader in mobility, delivering excellence and value to our customers and community.

Respectfully,

A blue ink signature of Debra A. Johnson.

Debra A. Johnson
General Manager and CEO

A blue ink signature of Corey Averill.

Corey Averill
President, FOP Lodge #72

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PREAMBLE

This Collective Bargaining Agreement (Agreement) entered into on this 12th day of March, 2025, between Regional Transportation District of Denver, Colorado (Employer) and the Fraternal Order of Police Lodge 72 (FOP). It is the purpose of this Agreement to establish a productive relationship between the Employer and its employees and to set compensation and certain other conditions of employment. 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 Employer 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 FOP.

Bargaining Unit - All Transit Police Officers and Transit Police Corporals working for the Employer and who have completed field training.

Chief – Chief of Police or their designee.

Employer – Regional Transportation District of Denver, Colorado.

Employee/Member – Any employee who is included in the bargaining unit.

Immediate Family Member—relatives by blood, marriage (including stepfamily members, and in-laws), or a civil union to include spouse or partner, children, parents, grandparents, grandchildren, and siblings of an employee or employee's spouse or partner.

Overtime Rate – shall mean the rate arrived at by multiplying the member's regular hourly rate by one and one half (Hourly rate x 1.5).

Union/FOP - Fraternal Order of Police, Lodge 72.

ARTICLE 2 **RECOGNITION/REPRESENTATION**

1. **Recognition.** The Employer recognizes the FOP as the sole and exclusive bargaining agent for the bargaining unit.

2. **Union Membership.** No employee shall be required to become a member of the FOP as a condition of employment or continued employment by the Employer, and the Parties to this Agreement shall not discriminate against any employee on account of their membership or non-membership in the Union. All eligible 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. Words used in this Agreement, regardless of the gender specifically used shall include any other gender as the context indicates is appropriate.

ARTICLE 3 **MANAGEMENT RIGHTS**

1. It is mutually agreed that the Employer shall have the sole right to manage the Department as provided by law, including, but not limited to, the right to change the level or nature of services provided by the Employer 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 any applicable laws of the State of Colorado. These rights, powers and authority include but are not limited to the following:

- a. The right to direct the employees of the Department, and the right to hire, transfer, promote, or lay off any Department employee
- b. The right to discipline, suspend, demote, or discharge for just cause;
- c. The right to relieve employees from duty because of a reduction in force or other proper reasons;
- d. The right to schedule hours and require overtime work;
- e. The right to establish, modify, or change work schedules;
- f. The right to allocate and assign work to all employees within the Department;
- g. The right to determine the number of classifications and staffing of classifications, staffing levels; and,

- h. The right to establish work rules, policies, and procedures pertaining to the operation of the Department;
- i. The determination of the Department's policy, including the right to manage the affairs of the Department in all respects;
- j. The determination of policies affecting the selection and training of employees;
- k. The determination of the safety, health and property protection measures of the Department;
- l. The right to organize or reorganize the Department in any manner it chooses, including the determination of the size of the Department and determination of job classification and ranks based upon duties assigned;
- m. The determination of the Department budget, organization, and the merits, necessity and level of any activity or services provided.

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 4 FOP RIGHTS AND RESPONSIBILITIES

1. **Use of Inter-department Mail and Email.** The FOP shall be allowed to use the Employer's mail and email system to announce scheduled FOP meetings and to provide communications not otherwise prohibited by Employer policy. Meetings between the FOP and the Employer must be mutually agreed to each time by the FOP and the Employer. Use of Employer mail is restricted to access to employee physical mailboxes.

2. **Orientation.** On a quarterly basis and at a time determined by RTD and the FOP, two (2) members designated by the FOP 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 make such presentation while in paid status if the orientation occurs during the FOP member's regular duty hours, but such presentation shall not exceed one (1) hour.

3. **Current Agreement.** The Employer shall make a copy of this Agreement available on the Employer's electronic database accessible by all employees.

4. **Union Business.** The FOP shall be given a bank of sixty (60 hours of paid time off per year for its Officers, Executive Board Members, and Stewards, all of whom

must be bargaining unit members, to conduct all necessary Union business on behalf of the FOP. The paid time off may only be used for administering quarterly FOP new hire orientations, to serve as a representative of another member, to attend grievance and labor - management meetings, and to 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 and with prior approval of the employee's supervisor. In the final year of this Agreement, the FOP shall be given an additional bank of sixty (60) hours of paid time off that may only be used to attend collective bargaining negotiations. The hours of paid time off will be equitably used between the above-listed members, with the understanding that some 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 the purpose of calculating overtime. The above-listed members shall enter time spent on Union leave time in the Employer's timekeeping system.

ARTICLE 5 FOP MEMBER DUES

1. The FOP shall provide to the Employer and the Employer 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. 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 Employer's Human Resources Department or other designated Employer representative who will send a copy to the FOP.

2. Deduction of FOP dues shall be made on each paycheck 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 Employer 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 6 **SENIORITY**

Unless otherwise stated, seniority for the purpose of job bidding and other rights shall be determined by Badge Number which shall be issued when the employee is sworn in as a Transit Police Officer. For Transit Police Officers who graduated from their respective Academy in the same cycle, Badge Numbers shall be assigned based upon the test score achieved by the Officer on the P.O.S.T. Examination. In the event one or more employees are hired as a lateral or P.O.S.T. certified officer on the same date, the lowest employee ID number shall be used to determine seniority.

ARTICLE 7 **HOURS OF WORK**

1. **Hours of Work.** Employees shall work four (4) ten (10) hour shifts per week, unless staffing levels are such that the Employer cannot provide 24/7 coverage.

2. **Hours.** Employees assigned shall work forty hours per week subject to Article 17, Section 3 (**Assignment of Mandatory Overtime**) and Article 7, Section 2 (**Hours during Emergencies**).

3. **Hours during Emergencies.** The Employer reserves the right to assign work not subject to the requirements of Article 7, Section 1 (**Hours**) and Article 17, Section 3 (**Assignment of Mandatory Overtime**) when there is a major incident or a public safety emergency that requires an immediate law enforcement response. The Employer shall return to normal hours of work as soon as practical following the incident or public safety emergency.

4. **Patrol Bid.** Bargaining unit members assigned to patrol shall bid annually for job assignments, shifts and days off in accordance with their seniority. Bids shall be submitted through an Employer issued ballot. Bidding shall be completed on or before October 15th of the calendar year. Probationary employees shall be placed in positions following the bid at the discretion of the Chief.

5. **Meal Breaks.** Employees shall be provided a sixty (60) minute paid meal break for each shift, provided that employees shall be subject to recall during their meal break. Employees will not be paid any additional compensation if they are not able to take their meal

break. The sixty (60) minutes may be taken as determined by the employee's immediate supervisor.

6. **Mid-Year Vacancy.** When a bidden assignment is vacant either due to promotion or separation of employment, the position shall be posted for bid by eligible employees. The bid shall remain open for a minimum of ten (10) calendar days (excluding holidays and weekends), and after the bid period expires, the position shall be awarded to the most senior bidder.

7. **Re-Bids.** Employees may only bid for the first vacancy created as a result of an employee's exercising of their rights under Article 7, Section 6.

ARTICLE 8 JOB OPPORTUNITY ANNOUNCEMENTS

The Employer shall notify all members of sworn officer job opportunities via e-mail before a selection decision is made. For purposes of this article, job opportunity shall have the meaning as defined in the Colorado Equal Pay for Equal Work Act.

ARTICLE 9 ADMINISTRATIVE INVESTIGATIVE PROCEDURES

1. **Conduct of Investigations.** The Department shall conduct all internal investigations in accordance with Department Policy, state and federal law, and the provisions of this Agreement. When there is a conflict between Administrative Policy and this Agreement, the language of this Agreement shall control.

2. **FOP Representatives.** Bargaining unit members shall be entitled to have an available FOP representative where the employee is the subject of the investigation or at an interview by RTD personnel that may result in formal discipline. Only when the employee is the subject of a criminal investigation and associated workplace investigation shall the employee be permitted to bring an attorney to the interview. Any FOP representative or attorney present during any of the above-listed interviews shall not interfere with the interview. The FOP shall not designate any individual as a representative if the individual has a conflict of interest or if their presence would otherwise undermine the integrity of an investigation. Under no circumstances shall the request for the presence of a representative or attorney be used to delay the interview. Bargaining unit members are not entitled to have an FOP representative or attorney present during routine personnel management affairs, including but not limited to

constructive feedback conversations, performance management meetings, or non-disciplinary counseling sessions.

3. Notice of Complaint. A notice of complaint shall be prepared and provided to the accused bargaining unit member in any Internal Investigation as soon as possible but no less than twenty-four (24) hours prior to the member's Internal Affairs Interview. The notice shall include the allegations made against the member, a list of possible violations, and the member's rights and responsibilities relative to the investigation, including but not limited to their right to FOP representation.

4. Garrity Warning. Bargaining Unit Members who are compelled to provide an administrative statement by the Chief shall be provided a written Garrity warning requiring them to answer questions in lieu of possible job forfeiture.

ARTICLE 10 **DISCIPLINE**

Discipline shall be defined as a written reprimand, suspension, demotion, or termination. Discipline shall be for just cause. The authority to discipline officers shall rest solely with the Employer. The Employer shall generally employ a system of progressive discipline, provided that the Employer may terminate an employee if it is warranted under the circumstances.

ARTICLE 11 **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 19th)
- f. Independence Day (July 4)
- g. Labor Day (first Monday in September)
- h. Thanksgiving Day (fourth Thursday in November)
- i. Friday after Thanksgiving
- j. Christmas Day (December 25)

For each of the above listed holidays, employees will receive eight (8) hours of straight pay.

2. **Floating Holiday.** Employees with less than ten (10) years of service with the Employer will be provided four (4) ten (10) hour floating holidays per year. Employees with ten (10) years or more of service with the Employer shall receive five (5) ten (10) hour floating holidays per year.

3. **Working on a Holiday.** Employees who must work any recognized holiday will be compensated for the holiday at one-and-on-half times their regular rate of pay for any hours worked if they have worked forty hours, including the holiday time off, that week.

ARTICLE 12 PAID TIME OFF (PTO)

1. **PTO Leave Accrual.** Paid time off (PTO) hours are accrued on a pro-rated basis effective on the date of hire. PTO hours accrued within a month are not available for use until the month following the accrual. Employees are not able to use PTO hours in advance of accrual.

2. **PTO Accrual Rate.** The following schedules shall be used to calculate the amount of PTO an employee accrues for years of continuous service with the Employer and how much an employee can accumulate based on years of service:

Years of Continuous Employer Service	Accrual Rate Hours Per Year	Maximum Accumulation
0-2 years	160 hours	320 hours
3-5 years	176 hours	352 hours
6-9 years	208 hours	416 hours
10-14 years	224 hours	448 hours
15-19 years	240 hours	480 hours
20+ years	256 hours	512 hours

3. **Use of PTO.** Vacation Leave shall be used in accordance with Employer Policy. Employees wishing to use PTO must obtain prior approval from the Employer.

4. **Annual Vacation Bid.** Shift and job rotations occur annually. As soon as shift assignments and the scheduling software schedules are finalized, the Employer will facilitate the vacation leave process, guaranteeing a minimum of two weeks leave time.

The available number of continuous weeks available for the bid varies by year and is based on minimum staffing requirements. Ten days prior to the vacation bid process commencement, a form outlining the procedure for the bid will be sent to participating officers with a seniority list and a due date. The Department will facilitate the selection of time off by officer seniority. Vacation bid shall be conducted in December of the year prior to the use of the bid vacation.

ARTICLE 13
EXTENDED ILLNESS BANK

1. **EIB Accrual-** Bargaining Unit members shall accrue 2.66 hours of EIB each month for a total of thirty-two (32) hours per year.

2. **EIB Maximum Accrual.** Employees may accrue a maximum of 520 hours of EIB from year to year. EIB hours will not be paid out upon separation.

ARTICLE 14
BEREAVEMENT LEAVE

Employees will be provided forty (40) hours of Bereavement Leave with pay for an absence due to a death of an immediate family member. The duration of such leave must be approved by the Employer. Bereavement Leave cannot be carried over into the following calendar year and has no cash value. The Employer may request reasonable documentation to verify eligibility for Bereavement Leave.

ARTICLE 15
INJURY LEAVE

If an employee has been disabled due to an on-the-job injury and is entitled to receive benefits under the Worker's Compensation Law of the State of Colorado for temporary partial disability or temporary total disability, work time missed shall be charged as injury leave as follows:

If an employee misses work due to an on-the-job injury, the employee is permitted to be off work only when a designated physician has certified the time off as related to the injury, in writing, prior to the taking of the time off. In cases involving an emergency, the Officer's physician's certification for time off must be received as soon as practical.

An employee's leave time will be charged to injury leave unless there is some question as to whether the claim will be admitted for liability by the Employer. Injury leave is paid at the employee's normal rate of pay for a maximum of five hundred (500) hours

per injury. Injury leave pay will be reduced by payments provided by other sources (e.g., Social Security). The employee shall submit to the Employer evidence of such payments.

If a question arises concerning liability for the claim, leave time will be charged to the employee's accrued PTO, EIB, or other leave balance until there is an admission of liability. If an admission of liability is entered, the employee's PTO, EIB, or other leave time will be reinstated.

Appointments for treatment related to an on-the-job injury must be made outside normal working hours; time absent due to medical appointments cannot be charged to injury leave. If scheduling appointments outside of normal work hours is not possible due to the medical provider's schedule, time missed for the length of the medical appointment only (not travel time) may be charged to injury leave.

Injury leave shall terminate after five hundred (500) hours or as it applies below:

- 1) On the date a ruling of permanent disability is made.
- 2) At such time as the employee is declared capable of performing their normal duties by the primary authorized treating physician.
- 3) At such time as the employee is declared capable of participating in the Employer's light duty program by a designated physician, if a light duty assignment is available.
- 4) When the employee reaches maximum medical improvement (MMI).

Employees who exhaust the five hundred (500) hours of injury leave may be eligible to continue to receive compensation at a rate as authorized by the Worker's Compensation Act.

An employee who is injured while on duty and/or acting within the scope of their employment with the Employer will be entitled to injury leave.

ARTICLE 16 WAGES

Retroactive to January 1, 2025, Transit Police Officers and Transit Police Corporals will receive a five percent (5%) wage increase. On January 1, 2026, Transit Police Officers and Transit Police Corporals will receive a four (4) percent (4%) wage increase. On January 1, 2027, Transit Police Officers and Transit Police Corporals will receive a four percent (4%) wage increase.

ARTICLE 17
OVERTIME, COMPENSATORY TIME, AND OTHER PAID TIME

1. **Work Period.** The designated work period for all employees covered by this agreement shall be a seven (7) day period with an overtime threshold of forty (40) hours. 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. **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 five (5) 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.

3. **Assignment of Mandatory Overtime.** Subject to Article 7, Section 2, when the Employer determines that officers must work mandatory overtime, the Department shall first solicit volunteers to work the mandatory overtime shifts. If there are insufficient volunteers, the Department shall employ a rotating reverse seniority system for the assignment of mandatory overtime. Once Bargaining Unit Members have been required to work mandatory overtime, they shall go to the bottom of the list and the next least senior officer shall be assigned to work the overtime. Bargaining Unit Members who are notified with less than seventy-two (72) hours of notice of the need for them to work mandatory overtime, shall be paid double time for the entire mandatory overtime shift where they did not receive the required notice unless prior notice is not possible due to unforeseeable or emergency circumstances.

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 forty (40) hours of compensatory time.

- b. An employee, who has accrued compensatory time, may request the use of such time by submitting the appropriate leave request.
- c. As RTD does not currently have the capability to track compensatory time within its human resources information system, the agency intends to work with a third-party contractor to create such a tracking function. RTD currently anticipates it will be able to complete the required updates to its human resources information system and offer compensatory time to bargaining unit members within six months of Board approval of this agreement. If RTD experiences delays related to the buildout of a compensatory time tracking system, it will notify the Union and provide an updated good faith timetable for implementation.

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 Employer.
- 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 Employer 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 Employer shall receive one (1) hour of pay for every eight (8) hours, he or she is placed on call, at the employee's regular hourly pay rate. In addition, employees recalled to service shall receive a minimum of two (2) hours at their overtime rate including drive time.

7. **Out of Classification Pay.** Transit Police Corporals who are assigned to work as an Acting Sergeant as a result of a separation or approved leave of another employee shall be paid ten percent (10%) above their base hourly rate. In all other instances where a Transit Police Corporal is assigned to work as a Sergeant, they shall be paid one (1) hour of their overtime rate for every ten (10) hours worked as a Sergeant.

ARTICLE 18 **K-9 CARE/FIELD TRAINING OFFICER PAY**

1. **K-9 Pay.** Bargaining unit members who work as K-9 officers shall receive their regular rate of pay for all time they are assigned as K-9 officers and shall receive 1 additional compensated hour per shift to compensate them for the care and maintenance of the K-9.

2. **Field Training Officer Pay.** Any Transit Police Officer that is assigned to serve as Field Training Officer shall receive two (2) hours at their overtime rate for each day that they are assigned a trainee.

ARTICLE 19 **REIMBURSEMENTS**

The Employer will provide all required uniforms and equipment to newly hired employees and will operate a quarter master system for the replacement of lost, destroyed or no longer serviceable uniforms and equipment. Newly hired officers shall be reimbursed up to eight hundred dollars (\$800) for the purchase of their duty weapon.

ARTICLE 20 **INSURANCE**

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

2. **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 Employer policies.

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.

2. When an employee is killed in the line of duty, the Employer will pay to the deceased officer's spouse or beneficiary designated on the Life Insurance Enrollment and Change Form provided by the Employer the officers' accrued paid time off at the time of his or her death as well as the paid time off that would have been accrued for the remainder of the year in which the officer's death occurs.

ARTICLE 22 **GRIEVANCE PROCEDURE**

1. **Filing**

- a. Employees who have completed one year of service beginning on the date they receive their badge number may file and process grievances in strict conformity with the procedure and provisions of this Article. Any grievance shall be filed in writing by a Union steward on behalf of the grievant.
- b. Any Union Steward on behalf of an employee may seek redress or adjustment of grievances or complaints by discussion with Labor Relations.
- c. Any grievance that proceeds to arbitration must be approved by the FOP.

- d. Wherever the word “days” is used in this Article and is not otherwise specified, that word shall mean calendar days excluding weekends and holidays.
2. **Definition.** A grievance, as defined in this Agreement, is:

A “grievance” is defined as a dispute raised by an 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 a claim of discrimination, harassment, hostile work environment, 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 Employer 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 alleged to be violated;
 - v. The disposition sought by the aggrieved employee;
 - vi. The signature of the filing Union Steward and 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 (excluding holidays and weekends) 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 Labor Relations, in written form, in accordance with the conditions set in the Definitions Section of this Article, within fourteen (14) calendar days (excluding weekends and holidays) from the first date on which the incident or event giving rise to the grievance occurred. After the grievance is presented to Labor Relations, the Employer shall give their written answer to the grievance within fourteen (14) calendar days (excluding weekends and holidays) from the date the grievance was filed.
- b. If the employee is not satisfied with the answer provided by the Employer, the employee may request a meeting with RTD's Labor Relations Manager, or their designee, to hear such grievance. The Labor Relations Manager, or their designee, shall answer the grievance in writing within seven (7) calendar days (excluding weekends and holidays) of the date on which the meeting was held.
- c. If the employee is not satisfied with the answer provided by the Labor Relations manager or their designee, the FOP may request arbitration of the dispute within fourteen (14) calendar days (excluding weekends and holidays) of the date the Labor Relations Manager or their designee rendered the decision.
- d. 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 (excluding holidays and weekends), the parties shall jointly request the American Arbitration Association 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 name. 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 of a 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. 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. **Authority of the Arbitrator in Certain Matters.** In arbitrations where the grievant challenges disciplinary action arising out of allegations of excessive force, illegal search, unlawful detention, racial profiling, fabrication of evidence, or making knowingly false statements that are material to an incident, the arbitrator shall have no authority to reinstate the grievant, adjust discipline, or award backpay unless the arbitrator concludes that the grievant did not commit the alleged act(s). Additionally, in determining whether discipline was for just cause the arbitrator shall only have authority to consider whether the provisions of Article 22 (Grievance Procedure) were followed, whether the grievant committed the alleged act(s), and whether the discipline was proportional to the act(s). In the circumstances described in this paragraph, the arbitrator shall have no authority to consider any other information, including but not limited to the grievant's complimentary history, length of employment, length of career as a police officer, or any other collateral effects of the discipline.
- b. The arbitrator shall submit his/her decision in writing within thirty (45) calendar days (excluding holidays and weekends) following the close of the hearing or the submission of the briefs by the parties, whichever is later. Any party may elect to submit a post-hearing brief within 15 calendar days (excluding holidays and weekends) of an arbitration. 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 (excluding holidays and weekends) 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 of 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 represented by a Union steward at any level of this grievance procedure except arbitration. At arbitration a grievant shall be represented 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 23 **RETIREMENT**

The Employer will offer to all bargaining unit members a 401(a) plan with the Employer contributing a percentage of the employee's annual salary consistent with the

Employer's existing policy. The Employer will also continue to offer a 457(b) deferred contribution plan with the employee being responsible for all contributions to that plan.

ARTICLE 24 **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 Employer and the FOP.

ARTICLE 25 **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 Employer 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 Employer'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.

All obligations of RTD under this Agreement that require funding are subject to prior annual appropriations of monies expressly made by the Board of Directors of RTD for the purposes of this Agreement. Nothing in this Agreement shall be construed by either the Union or RTD as a multiple fiscal year obligation as described by Article X, Section 20 of the Colorado Constitution. The Employer shall immediately notify the FOP

in writing, if during the course of the Employer's annual budget preparation the Employer 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 any mandatory subjects of collective bargaining relating to the potential impact of non-appropriation.

ARTICLE 26 **APPLICABILITY OF EMPLOYER POLICY**

In the event of a conflict between this Agreement and the Employer's 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 Employer Policy, Employer Policy shall govern.

ARTICLE 27 **STRIKE AND LOCKOUT**

There shall be no strike, sympathetic or otherwise, walkout, slowdown or work stoppage of any nature by any employee during the term of this Agreement. There shall be no lockout by the Employer during the term of this Agreement.

ARTICLE 28 **TERM**

This Agreement shall be effective upon approval by RTD's Board of Directors and shall terminate at 11:59 p.m. on December 31, 2027. In the event the Parties do not reach an agreement prior to the expiration of this Agreement, the terms of this Agreement shall continue to be in effect until a subsequent agreement is ratified.

FOR THE FRATERNAL ORDER OF POLICE,
LODGE 72

Corey Averill
Corey Averill, President

APPROVED AS TO LEGAL FORM
FOR FOP:

Sean P. McCauley
Sean McCauley
Counsel for FOP Lodge 72

FOR THE REGIONAL TRANSPORTATION
DISTRICT

Debra A. Johnson
Debra A. Johnson
General Manager and CEO

APPROVED AS TO LEGAL FORM
FOR RTD:

Marques Berrington
Marques Berrington
Associate General Counsel