

**COLLECTIVE BARGAINING  
AGREEMENT  
BETWEEN  
FREMONT COUNTY, COLORADO,  
THE FREMONT COUNTY  
SHERIFF'S OFFICE  
AND  
FRATERNAL ORDER OF POLICE,  
LODGE #34**

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## PREAMBLE

This Collective Bargaining Agreement (Agreement) is entered into on this 3<sup>rd</sup> day of March, 2026, between the Fremont County Board of County Commissioners on behalf of Fremont County, the Fremont County Sheriff's Office (collectively, Employer) and the Fraternal Order of Police, Lodge #34 (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 as specified in the Collective Bargaining for County Employees Act ("COBCA"). 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 any 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 non-certified and certified deputies, investigators/detectives, corporals, sergeants, records technicians and legal clerks, civilian investigators and civilian coordinators employed by the Employer.

**Employer** – For purposes of this Agreement, Employer shall be defined as Fremont County acting by and through the Board of County Commissioners and the Fremont County Sheriff's Office, collectively. The Fremont County Sheriff's Office (Sheriff's Office) is the employer with statutory authority for personnel and operational matters within the Office of the Sheriff, while the Fremont County Board of County Commissioners (BOCC) has ultimate fiscal responsibility for county finances. This Agreement will use the term "Employer" to refer to the Sheriff's Office and BOCC collectively unless otherwise indicated.

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

**Immediate Family Member** – Relatives by marriage or a civil union to include spouse or partner, children, parents, grandparents, grandchildren, and siblings of an employee.

**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 #34.

## 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 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 FOP, nor individual sheriff's deputies, nor any person acting in concert with them, will cause, sanction, or take part in any strike, sympathy strike, walkout, sit-down, slowdown, stoppage of work, delaying 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 FOP, the following penalties shall apply: withdrawal of recognition, cancellation of any Collective Bargaining Agreement, 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 Employer 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 race, color, religion, gender, gender identity or expression, disability, socio-economic status, sexual orientation, age (40 and over), national origin, marital status, genetic information, ancestry, or any other status protected by applicable federal, state, or local law (generally referred to as "protected class")

## ARTICLE 5 MANAGEMENT RIGHTS

1. It is mutually agreed that the Sheriff shall have the sole right to manage the Office as provided by law, including, but not limited to, the right to change the level or nature of services provided 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 Employer as granted to it under COBCA, Employer ordinances, the Constitution, and any applicable laws of the State of Colorado. This agreement specifically recognizes the statutory authority of the office of Sheriff as defined by Colorado Revised Statutes. These rights, powers and authority include but are not limited to the following:

- (a) Determine and carry out any mission, initiative, task force, agenda, policy or program or any Sheriff's Office division, officer or other subdivision of the County;
- (b) Establish and oversee the budget, finances, and accounting;
- (c) Determine the utilization of technology;
- (d) Negotiate, procure, and administer contracts that the Employer has lawful authority to enter;
- (e) Make, amend, enforce or revoke reasonable personal conduct rules;
- (f) Take actions as may be necessary to carry out any government function during an emergency declared by a competent authority.
- (g) The right to direct the employees of the Sheriff's Office and the right to hire, promote, transfer, layoff and assign employees.
- (h) Suspend, demote, discharge, or take other disciplinary action that is necessary to maintain the efficient operation of the office.
- (i) Increase or decrease the workforce, to determine the work to be performed, including transfer of work from one position to another within the Sheriff's Office.
- (j) Make and enforce reasonable rules and regulations relating to personnel policies, procedures and working conditions.
- (k) The right to assign and require working hours, schedule hours, shifts of work, including overtime.
- (l) The right to establish, modify, or change work schedules.
- (m) Fulfill the statutory obligations and exercise the statutory authority of the Sheriff.

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 Inter-Office Mail and Email.** The FOP shall be allowed to use the Employer's mail and email system to announce scheduled FOP meetings to provide communications not otherwise prohibited by Employer policy, all of which must be mutually agreed to each time by the FOP Lodge President and Sheriff. Use of Employer mail is restricted to access to employee physical mailboxes at work.

2. **Orientation.** During the Sheriff's Office new hire initial orientation, 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 data base accessible by all employees.

4. **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, attend grievance and labor management meetings, and briefly (< 5 minutes 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 Office. Off-duty representatives participating in such activities shall do so without being compensated for such time. The names of representatives for purposes of notice under this Agreement, ideally one (1) from the Jail and one (1) from Operations, will be provided to the Sheriff at the beginning of each calendar year.

5. **Attendance at Negotiations.** Up to four (4) employees designated by the FOP Lodge may attend formal in-person negotiation meetings with the County representatives and individual caucuses while in paid status. Employees who are working the nonbusiness hour shifts may adjust their hours to allow them to attend negotiations during normal business hours, with approval of the Sheriff or his designee.

6. **FOP Release Time.** Two (2) members designated by the FOP Board shall be granted paid release time for the member's regular shift in every even numbered year to attend the Colorado FOP State Conference for up to five (5) days. Three (3) members designated by the FOP Board shall be granted paid release time for the member's regular shift in every odd numbered year to attend the National FOP Conference for up to seven (7) days. The paid release time shall not count as hours worked for purposes of calculating overtime.

7. **Requests for Information.** The Employer will provide the FOP with staffing reports, assignment rosters, and separation information upon request.

**ARTICLE 7**  
**LABOR MANAGEMENT COMMITTEE**

The parties agree to establish a Labor Management Committee which shall consist of four (4) members appointed by the President of the FOP and up to four (4) members appointed by the Sheriff's Office. 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 parties 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 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 the 15<sup>th</sup> of the month by which they wish for it to be implemented by written electronic communication providing notice to the Employer's Payroll Department who will send a copy to the FOP.

2. Deduction of FOP dues shall be made each pay period following the pay period in which the authorization was received. Deductions provided herein shall be remitted to the Treasurer of the FOP once monthly 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 and notify the Employer of such reimbursement.

**ARTICLE 9**  
**SENIORITY**

1. **Office Seniority.** Seniority shall be determined based upon continuous service as a deputy sheriff with the Fremont County Sheriff's Office from the date the deputy was hired. Seniority shall be broken by permanent separation of employment subject to Section 5 below. Initial ties in seniority will be broken by the employee with prior law enforcement experience if any. If a tie still exists, it shall be broken by a flip of a coin or drawing of numbers depending upon the number of members involved.

2. **Patrol Seniority-** Seniority in Patrol shall be determined based upon continuous time in Patrol beginning on the date of the employee's promotion to patrol.

3. **Sergeant Seniority.** Sergeant seniority shall be determined by continuous service as a sergeant beginning on the date of promotion. Ties in seniority shall be broken by Office seniority.

4. **Corporal Seniority.** Corporal seniority shall be determined by continuous service as a corporal beginning on the date of promotion. Ties in seniority shall be broken by Office seniority.

5. **Rehire.** Employees who separate employment and are re-hired within six (6) months of separation shall have their prior seniority reinstated to the amount of time they had accrued prior to their separation and shall begin to accrue new seniority beginning on their date of rehire. Upon return, if shift bidding has already occurred, then both will be assigned and rebid will not occur until the next regularly scheduled bid.

**ARTICLE 10**  
**HOURS OF WORK**

1. **Hours of Work.** Employees assigned shall work either twelve (12), ten (10) or eight (8) hour shifts depending upon assignment.

2. **Operations and Jail Shift Bid.** Bargaining unit members assigned to operations, or the jail shall bid annually for shifts and days off in accordance with their Office seniority whenever practical, but allocation and scheduling of the workforce shall rest with the Sheriff. Positions available for bid will be established at the discretion of the respective Captain and may be limited to balance the availability and impact of certain collateral duties. The sergeants shall bid first in accordance with their seniority and deputies shall bid thereafter. Bidding may be done electronically or in person as determined by the FOP and the Sheriff.

**ARTICLE 11**  
**PROMOTIONS**

The Office shall follow its promotional policy regarding promotions to the rank of investigator and sergeant.

**ARTICLE 12**  
**ADMINISTRATIVE**  
**INVESTIGATIVE PROCEDURES**

1. **Conduct of Investigations.** The Office shall conduct all internal investigations in accordance with Sheriff's Office Policy, state and federal law, and the provisions of this Agreement.

2. **FOP Representatives.** Bargaining unit members shall be entitled to have an FOP representative present during any matters of Internal Affairs Investigation where the employee is the subject of the investigation or in any meeting that the employee reasonably believes could result in disciplinary action but does not include Supervisory Reviews. The FOP representative may be an attorney paid for at the employee's expense or a current employee designated by the FOP as a representative as chosen by the member that is not the employee's immediate supervisor. FOP will provide training to current employees should they be designated to ensure basic understanding of their role in investigations.

3. **Notice of Complaint.** A notice of complaint shall be prepared and provided to the accused bargaining unit member in any Internal Affairs 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 Code of Conduct or policy violations, any special procedures, and the member's rights and responsibilities relative to the investigation, including but not limited to their right to FOP representation.

**ARTICLE 13**  
**DISCIPLINE**

The Employer shall generally employ a system of progressive discipline. The Sheriff has the statutory authority to appoint deputies and may revoke such appointments at will; except that the Sheriff shall adopt personnel policies, including policies for the review of revocation of appointments. Before revoking an appointment of a deputy, the sheriff shall notify the deputy of the reason for the proposed revocation and shall give the deputy an opportunity to be heard by the Sheriff.

**ARTICLE 14**  
**HOLIDAYS**

1. **Recognized Holidays.** Recognized holidays for all employees shall be the official holidays as adopted and recognized by the Board of County Commissioners' annual resolution for ten (10) hour employees.

2. **Holiday Leave Bank.** On the first pay period of each year of this Agreement, employees shall be provided with a bank of holiday hours equal to the number of designated County holidays multiplied by ten hours for use throughout the year and a prorated leave bank based on number of remaining holidays in the year after hire date will be provided to new hires. Holiday leave has no cash value and cannot be carried over to the following year.

3. **Working on a Holiday.** In addition to holiday bank hours, employees who work on official holidays will also be paid for all hours worked on those holidays at the rate of one and half (1.5) times their hourly rate.

**ARTICLE 15**  
**VACATION LEAVE**

1. Vacation leave is a benefit for all employees. Employees are encouraged to take their earned vacation each year.

2. Accrual: Full-time employees accrue vacation leave as follows:

<b>Years of Continuous Employer Service</b>	<b>Accrual Rate Hours Per Pay Period</b>	<b>Accrual Rate Hours Per Year</b>
0-60 months	4 hours	104 hours
61-120 months	6 hours	156 hours
121- 180 months	8 hours	208 hours
181+ months	10 hours	260 hours

a. The maximum amount of vacation that an employee may accrue is two hundred and forty (240) hours and this is the maximum payout upon separation. The Sheriff, in his discretion, by January 1 may allow an employee to carryover hours in excess of the two hundred and forty (240) maximum due to staffing issues or other considerations, provided that the employee must use such time in excess of two hundred forty hours before July 1<sup>st</sup> of the following year and the employee will not be paid out for any hours in excess of the two hundred and forty (240) hour maximum at the time of separation. If the employee does not use the time the following year as outlined herein, maximum carryover shall apply July 1<sup>st</sup> of the same year.

b. Employees on short-term disability and/or leave without pay for more than half of the employee's scheduled hours in that pay period do not accrue vacation during that pay period.

3. Use of vacation leave shall be governed by Sheriff Office policy and subject to approval of the employee's Department Head or Supervisor. Every reasonable effort shall be made to allow employees who are projected to lose vacation leave to use it prior to December 31.

4. Employees shall be entitled to full compensation for all hours of accrued vacation leave at the time of separation from employment. Scheduled vacation remains as vacation regardless of whether an illness or injury occurs during scheduled vacation leave. An exception can be made with Sheriff's approval and documentation from a medical professional.

## **ARTICLE 16** **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 Employer Policy and the Colorado Healthy Families and Workplaces Act, C.R.S. § 8-13.3-401 ("HFWA"). Sick leave shall be granted to an employee for illness or injury which incapacitates them for duty, for the illness or injury of an immediate family member which requires the employee's presence for care, or to travel to and from, within reason, a medical appointment and specified purposes found in the HFWA. Within reason is defined as a reasonable amount of time to drive to, attend, and return from a medical appointment. Employees may request to use their sick leave to attend to personal business up to a maximum of sixteen (16) hours per year, provided that employees during their initial introductory period may not use sick leave for this purpose.

2. **Sick Leave Accrual Rate.** Bargaining unit members will earn four (4) hours of sick leave per pay period for a total of one hundred and four (104) hours annually.

3. **Sick Leave Carryover.** Employees may carry-over a maximum of five hundred (500) hours from year to year.

## **ARTICLE 17** **BEREAVEMENT**

1. **Bereavement Leave.** Employees shall receive bereavement leave in accordance with County Policy. Bereavement leave may be used to plan and attend the funeral, or for estate business prior to and following the funeral. Employees are

eligible for forty (40) hours for each immediate family member. Bereavement leave, of up to four (4) hours, may be granted to attend the funeral of a co-worker. Bereavement leave of one (1) work day, may be granted to act as a pallbearer at a funeral.

ii.

**ARTICLE 18**  
**MILITARY LEAVE**

Employees will be provided military leave in accordance with the County Policy.

**ARTICLE 19**  
**WORKERS COMPENSATION AND INJURY LEAVE**

Eligible employees, who are injured or develop a work-related illness while performing their duties, shall receive workers' compensation in accordance with the foregoing, state law and the Employee Handbook. In the case of a temporary total disability, the employee may opt to use accrued paid leave (vacation, sick, holiday, compensatory time) for up to 1/3 of their time off while in this status.

**ARTICLE 20**  
**WAGES**

**Pay.** The Pay Scale Found in Appendix A will be followed in accordance with the following. Employees will advance on the pay scale consistent with County Policy 13.02 which provides that in January of each year, all employees will move over one (1) step until the employee reaches the maximum step of the grade with the following exceptions:

If the employee receives a promotion or demotion on or after July 1<sup>st</sup> or is a new hire with an effective date of July 1 or after, the employee will not move over one (1) step. These exceptions shall not apply to reclassifications.

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**Promotional Movement.** Employees who are promoted shall be placed on the grade that corresponds to the next numbered step, which is at least five percent above the current pay scale. If the effective date of the promotion is the same as the new adopted pay scale, the 5% will be applied using the new grades and steps. —

**Wage Re-opener 2027.** For 2027 wages, the parties shall conduct a wage re-opener. The parties shall meet on or before August 1, 2026 to discuss wages for 2027. Such reopener negotiations will be conducted in accordance with the Collective Bargaining by County Employees Act, C.R.S. 8-3.3-114.

**ARTICLE 21**  
**OVERTIME, COMPENSATORY TIME, AND OTHER PAID TIME**

1. **Work Period.** The designated work period for all employees covered by this agreement shall be a fourteen (14) day period with an overtime threshold of eighty (80) hours. Hours worked in excess of the employee's work shift shall be paid at the rate of one and one-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. There shall be no adjustment of employee schedules to avoid the payment of overtime.

2. **Hours Worked.** Vacation leave hours will be considered as hours worked for overtime eligibility only when the vacation occurs in a different workweek than the overtime hours, based on the standard 80-hour pay period. No other type of leave, whether paid or unpaid, will be counted as hours worked for overtime calculation purposes.

3. **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. Exceptions above the maximum may be granted under current Sheriff's Office policy.

b. An employee, who has accrued compensatory time, may request the use of such time by submitting the appropriate leave request.

4. **Court Leave, Administrative Hearing Compensation and Jury Pay.**

a. Employees shall receive their regular hourly rate of pay, not to exceed their normal work day hours, while serving as a juror or responding to a jury summons, or while placed on court leave to serve as a witness in their official capacity.

b. **Jury Duty:** The employee is required to provide a copy of the jury summons to their supervisor upon receipt. If the employee is required to report to the courthouse on the designated date and time indicated on the jury summons they will be placed on jury duty leave. If the employee is released from the court after reporting, the employee will provide their supervisor with a form provided by the court stating the time released from the jury summons for proper recording of the employee's payroll record. If the employee is selected as a juror they shall notify their supervisor as soon as possible. The employee will be

placed on jury duty leave for the time served as a juror. Should there be a break in the trial, the employee is required to return to work during any breaks.

c. **Court Leave:** If an employee is served a subpoena, or receives a written directive by a proper authority, to appear in an official capacity as a party or witness in a case involving Fremont County, the employee will be placed on court leave for the time spent away from work. The employee must notify their supervisor immediately upon becoming aware of the required court appearance and provide a copy of the written documentation to support such an appearance.

d. 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.

e. 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 enroute 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.

5. **Call Back.** Employees who are called back to work outside their regular scheduled work hours shall be paid a minimum of 2 hours at the overtime rate or the actual hours worked, whichever is greater.

6. **Out of Classification Pay.** Bargaining unit members who are assigned to work as the Acting Sergeant or Commander shall be paid at the rate of the first step on the respective rank's pay scale or ten percent (10%) above their base hourly rate, whichever is greater, for all times spent in the acting position as a premium for all time spent working out of grade.

7. **Shift Differential Pay.** Employees regularly assigned to work the following shifts shall receive the applicable differential outlined below:

<b>Assigned Shift</b>	<b>Percentage Differential</b>
Detention Swing Shift (14:00-22:00)	3% above base pay
Detention Graveyard (22:00-06:00)	5% above base pay
Patrol Night Shift (18:00-06:00)	5% above base pay

**ARTICLE 22**  
**SPECIALTY PAY/COLLATERAL DUTY PAY**

1. **Field Training Officer Pay.** Each year the Sheriff or his or her designee shall designate deputies to serve as Field Training Officers (FTOs). When FTOs are actively training recruits, they shall receive a ten percent (10%) increase in their regular pay to compensate for training a new recruit.

2. **On-call Pay.** Employees who are placed "on call" shall receive one (1) hour of straight pay for every 8 hours that they are on call. Employees who are called into work shall receive the two (2) hour minimum or their actual hours worked in addition to the on-call pay provided in this section.

### **ARTICLE 23** **EQUIPMENT AND UNIFORM MAINTENANCE**

1. Employees shall be issued uniforms and may be issued replacement uniforms and equipment that are lost, destroyed, or rendered no longer serviceable as a result of their job duties, in accordance with department policy. The Department shall also issue body armor to those assigned to the Patrol and Investigations divisions and replace the armor at the time intervals recommended by the manufacturers.

2. The Sheriff's Office will provide bullet resistant vests, and outer vest carrier with external pouches.

3. Uniform employees shall receive annual uniform allowance of seven hundred dollars (\$700) and investigators shall receive seven hundred and fifty dollars (\$750) to be used at department authorized suppliers for use in maintaining uniforms and equipment.

### **ARTICLE 24** **LINE OF DUTY DEATH**

1. If a Fremont County employee dies in the line of duty, the county will provide medical, dental, and vision benefits to the surviving spouse/partner and dependent children at no charge for five (5) years.

2. A "Line of Duty" death is defined as an injury to any employee which occurs during the course and scope of one's employment and results in death. The death must result from the injury and cannot be considered as self-inflicted or the result

of being under the influence of prescription or illicit drugs, and/or other substances. Natural deaths which occur while on duty do not qualify for this benefit.

3. 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 Employer will supplement such benefits up to a total maximum, including the funds received from workers' compensation, of ten thousand dollars (\$10,000).

## **ARTICLE 25** **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.

c. At any step short of arbitration, the employee may request to be assisted by an FOP representative. 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.

e. Any non-probationary employee may file a grievance following the steps outlined in this Article.

### **2. Definition.** A grievance, as defined in this Agreement, is:

A "grievance" is defined as a dispute or difference of opinion 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 an alleged violation of Article 5 of this Agreement; the subject of disciplinary action, Article 11, Specialized Assignments, Article 14, Discipline, the Sheriff's exercise of their statutory authority or obligation, the Board of County Commissioners exercise of their statutory authority or obligation, 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 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 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 Captain 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 Captain, the Captain shall give his or her written answer to the grievance within fourteen (14) calendar days from the date the grievance was filed.

b. If the employee is not satisfied with the answer provided by the Captain, the employee may request a meeting with the Undersheriff, 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 Undersheriff within seven (7) calendar days of the date of the Captain's answer and the previous step of the procedure. The Undersheriff, 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 Undersheriff, he or she may request a meeting with the Sheriff, or his or her designee, provided that such request is presented to the Sheriff within seven (7) calendar days of the date of the written answer provided by the Undersheriff or his or her

designee. The Sheriff 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 Sheriff or his or her designee, the FOP may request advisory arbitration of the dispute within fourteen (14) calendar days of the date the Sheriff 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 and FOP commencing the striking. 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, Sheriff Office policies, or Employer 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 represented 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 26** **OUTSIDE EMPLOYMENT**

Employees may not engage in outside business activities during their regular working hours nor use county facilities or resources for outside business activities. Employees of the County may take occasional or part-time jobs if:

1. It is performed completely outside of assigned working hours;
2. The employee's efficiency and performance at his/her county job is unaffected;

3. The employer determines there is no conflict of interest; and,
4. Written acknowledgment (not approval) by their supervisor is obtained.

## **ARTICLE 27** **INSURANCE**

1. **Health, Dental and Vision Insurance.** For the term of this Agreement, the Employer will provide the same health, dental and vision insurance coverage with the same eligibility requirements for members of the bargaining unit as the County provides to all County employees.

2. **Basic Supplemental Term Life Insurance.** The Employer shall continue to provide Basic and Supplemental Term Life Insurance as provided to other County employees.

3. **Accident, Hospital and Critical Illness Plan.** Employees will be eligible to participate at their own cost for the County provided Accident, Hospital and Critical Illness Plan offered to all county employees.

4. **Long Term Disability.** The County shall continue to provide long term disability at no cost to the employee.

5. **457 Plan.** Employees shall be eligible to participate at their own cost for the same benefits provided to employees under the components of the County's 457 Plan.

## **ARTICLE 28** **RETIREMENT**

All employees shall participate in the County Retirement Plan upon hire as long as employees work a minimum of twenty hours per week. The County will match the employee's 401a mandatory contribution to retirement at 5% of the employee's regular base salary.

## **ARTICLE 29** **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 30**  
**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.

The Employer 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 the BOCC's annual appropriation of funds. Any failure of the BOCC 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 Sheriff or designee shall immediately notify the FOP in writing, if during the course of the Employer's annual budget preparation the Sheriff or designee 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.

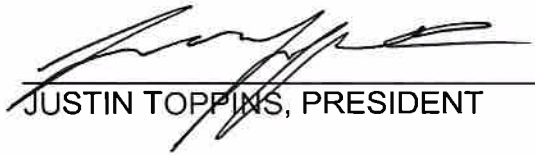
**ARTICLE 31**  
**APPLICABILITY OF EMPLOYER POLICY**

In the event of a conflict between this Agreement and the applicable County or Sheriff's Office 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 32**  
**TERM**

This Agreement shall be effective at midnight on March 1, 2026 and shall terminate at 11:59 p.m. on December 31, 2027.

**FOR FOP LODGE #34:**

  
\_\_\_\_\_  
JUSTIN TOPPINS, PRESIDENT

2-26-26  
\_\_\_\_\_  
DATE

**FOR THE SHERIFF'S OFFICE:**

\_\_\_\_\_  
ALLEN COOPER, SHERIFF

\_\_\_\_\_  
DATE

**FOR FREMONT COUNTY:**

\_\_\_\_\_  
COMMISSIONER DWAYNE McFall

\_\_\_\_\_  
DATE