

**2023**

**DENVER POLICE SERGEANT**

**EXAMINATION**

**Study Material**



# PART A

## Operations Manual Denver Police Department

Copy & paste this link into your preferred browser to  
download the Ops Manual

[https://www.denvergov.org/files/assets/public/police-department/documents/  
operations-manual/om\\_book.pdf](https://www.denvergov.org/files/assets/public/police-department/documents/operations-manual/om_book.pdf)

# **PART B**

Police

Department

Training

Bulletins



# Training Bulletin

PAUL M. PAZEN, CHIEF OF POLICE

Date of issue: December 23, 2019 (revised March 3, 2022)

Source: Lieutenant Adam Hernandez, Major Crimes Division

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## Extreme Risk Protection Orders (ERPO)

On January 1, 2020, Colorado Revised Statutes § 13-14.5.101, Extreme Risk Protection Orders (ERPO), became effective. An ERPO requires the respondent, who poses a significant risk of causing personal injury to self or others by possession or custody of a firearm, to surrender all of their firearms and any concealed carry permits they may possess. The Denver Police Department (DPD) believes that T/ERPOs can significantly reduce the risk of suicide, and harm to victims, the community, and law enforcement, and it is committed to enforcing extreme risk protection orders.

Members of the public may petition a Colorado district or county court directly or DPD can file a petition in Denver Probate Court. If a member of the public petitions for a T/ERPO in the City and County of Denver, Denver Probate Court staff will notify a Domestic Violence Unit sergeant. Additionally, all T/ERPO cases will be handled by Domestic Violence Prevention detectives.

### Definitions:

Extreme Risk Protection Order: Either a temporary order or a continuing order granted by a court.

Petitioner: A person who petitions a court for an Extreme Risk Protection Order.

Respondent: A person who is the subject of the Extreme Risk Protection Order.

Firearm: Any handgun, automatic, revolver, pistol, rifle, shotgun, or other instrument or device capable of discharging bullets, cartridges, or other explosive charges

When officers respond to calls for service where they believe T/ERPO may apply, they will conduct a preliminary investigation and gather all necessary facts. Necessary facts may include some or all of the following that may have been committed by the respondent:

- A recent act or credible threat of violence against self or others, whether or not such violence or credible threat of violence involves a firearm
- A pattern of acts or credible threats of violence within the past year, including but not limited to acts or credible threats of violence against self or others
- A violation of a civil protection order pursuant to Article 14 of Title 13 of the C.R.S.
- A previous or existing ERPO issued against the respondent and a violation of a previous or existing ERPO
- A conviction for a crime that included an underlying factual basis of domestic violence as defined in C.R.S. 18-6-800.3 (1)
- The respondent's ownership, access to, or intent to possess a firearm
- A credible threat of or the unlawful or reckless use of a firearm
- The history of use, attempted use, or threatened use of unlawful physical force by the respondent against another person, or the respondent's history of stalking another person as described in C.R.S. 18-3-602
- Any prior arrest of the respondent for a crime listed in C.R.S. 24-4.1-302 (1) or C.R.S. 18-9-202
- Evidence of the abuse of controlled substances or alcohol by the respondent
- Whether the respondent is required to possess, carry, or use a firearm as a condition of current employment
- Evidence of recent acquisition of a firearm or ammunition by the respondent

Officers will notify their supervisor that they are investigating a potential T/ERPO incident and the officer's supervisor will respond to the location to direct the investigation. While at the scene, officers will contact the Domestic Violence sergeant for guidance on how to proceed so that a petition for a T/ERPO can be initiated as soon as possible. When creating a General Occurrence (GO) Report regarding ERPOs, officers will click on the Study Flag drop down menu and select Extreme Risk Protection Order (ERPO). This will allow for the GO Report to be routed to the DVPP Unit.

## **Extreme Risk Protection Orders (ERPO)**

**Date of issue: December 23, 2019 (revised March 3, 2022)**

**Source:** Lieutenant Adam Hernandez, Major Crimes Division

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Important items for officers to know:

- These cases are civil in nature and will be handled by the Denver Probate Court
- Unless and until an order is issued by the court, an individual is not required to turn over their firearms
- If a temporary ERPO is issued by the courts, Domestic Violence Prevention detectives will prepare a search warrant affidavit (DPD 370) and the search warrant (DPD 371), when necessary
- While executing the search warrant for a TERPO with the assistance of the Metro/SWAT Unit, if necessary, DVPP detectives will also serve the respondent with a copy of the notice of hearing and the petition for an ERPO
- Within 14 days after issuance of the temporary ERPO, a court must hold a hearing on whether to extend the temporary ERPO
- If the judge finds clear and convincing evidence that the respondent poses a significant risk to himself or others by having in his custody or control a firearm or by purchasing, possessing, or receiving a firearm, the judge can order a 364-day ERPO
- Respondents may petition the court to remove the ERPO at any time if he/she can show by clear and convincing evidence that they no longer pose a significant risk
- ERPO does not allow for the seizure of ammunition and DPD's Evidence and Property Section will not accept ammunition

Officers are encouraged to call a Domestic Violence Unit sergeant with any questions related to T/ERPOs at 720-913-6071, or through Denver 911 after hours.



# Training Bulletin

PAUL M. PAZEN, CHIEF OF POLICE

Date of issue: June 6, 2019 (Updated June 10, 2019)

Source: Denver City Attorney's Office

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## FIRST AMENDMENT AND FREE SPEECH

(6/10/2019 - Update highlighted below. Updates include additional examples of prohibited conduct, and clarification that First Amendment protections are extended to criticism and recording of all public employees in addition to law enforcement).

There has been a recent increase of individuals/groups in the Denver Metro area conducting "First Amendment Audits." "First Amendment Audits" are typically conducted by individuals who film encounters with law enforcement officers or other public officials in publicly accessible areas, including city buildings, courthouses, and public areas where government employees (not always law enforcement) are conducting business. If the individual believes his or her First Amendment or other protected rights have been violated, the encounter may be posted online and may also serve as the basis for the filing a lawsuit asserting that their constitutional rights were violated during the encounter. These individuals may refuse to identify themselves when asked. "First Amendment auditors" have already performed several "audits" in a variety of locations throughout the Denver Metro area, including the 16th Street Mall and inside or outside of government buildings. The following guide was created to advise officers on how to respond when contacting an individual or individuals who are conducting a "First Amendment audit."

During the course of your duties as police officers, you may encounter individuals who are attempting to film you or other public employees, or who may insult you or the public employee in an attempt to provoke a response. When that happens, remember that criticism, insults, profanity, obscene gestures, and disparaging comments by themselves are protected by the First Amendment.

The First Amendment protects a significant amount of verbal criticism directed at police officers or other public employees. Remember that all individuals have the right to record police officers and public employees in public places. Additionally, unless recording is specifically prohibited, individuals may not be prevented from recording in public places or within government buildings. However, the individual does not have the right to interfere with an officer's ability to perform his or her job and reasonable parameters may be placed to ensure that the citizen's recording is not interfering with your ability to perform your job. Also, individuals do not have the right to create physical or verbal impediments to courthouse business or efficient operations of a public office.

### THE INDIVIDUALS MAY NOT

- Touch an officer
- Gain access to a restricted area or building
- Disobey a lawful order to maintain a reasonable distance so that you can do your job
- Directly threaten an officer
- If the individuals are in a public building, they cannot interfere with the staff's ability to perform their jobs and they cannot block entrances and exits

**NOTE: CONTENT OF SPEECH BY ITSELF MAY NOT BE THE BASIS OF A CITATION OR ARREST UNLESS IT IS A PHYSICAL THREAT**

## FIRST AMENDMENT AUDITS

Date of issue: June 6, 2019 (Updated 06/10/2019)

Source: Denver City Attorney's Office

If one or more of the above occur or if the individual is violating the law, the officer may charge the individual. Some of the charges may include:

<b>CONDUCT</b>	<b>CITY CODE (D.R.M.C. section)</b>
Entering a restricted area	Trespass (38-115) or (CRS 18-4-504) Interference with Police Authority (38-31)
Refusing to leave when asked or ordered to by a person with authority over the private property.	Trespass (38-115)
Approaching an officer conducting business and does not stop approach and/or back-up when asked or so ordered to and that failure actually interferes with the officer completing his/her duty safely.	Interference with Police Authority (38-31)
Repeatedly calling an officer or police employee when not reporting an emergency and told to stop calling.	Disturbance by use of Telephone (38-91)
Blocking access or movement for the officer.	Interference with Police Authority (38-31)
Threatening violence or physical force.	Threats (38-92(a))
Hindering or impeding public employees from performing their jobs.	Obstructing government operations (CRS 18-8-102) Public buildings—trespass, interference (CRS 18-9-110)
Refusing to obey the rules established for a government building, such as a prohibition on recording.	Unlawful conduct on public property (CRS 18-9-117)

## WHAT IS PROTECTED SPEECH UNDER THE U.S. CONSTITUTION?

<b>PROTECTED SPEECH</b>	<b>NOT PROTECTED SPEECH</b>
<ul style="list-style-type: none"><li>➤ Criticisms of the officer, the Department, the city, or the employee</li><li>➤ Curse words (not included with a true threat)</li><li>➤ Name calling</li><li>➤ Using the middle finger</li><li>➤ Yelling/raised voice</li><li>➤ Offensive language</li><li>➤ Insults to others not involved in the situation</li></ul>	<ul style="list-style-type: none"><li>➤ Threats (“I’ll kill you if you touch me.”) AND the officer reasonably believes they will be harmed.</li><li>➤ Challenges to fight AND the officer reasonably believes the individual intends to fight.</li></ul>

## TIPS AND PRACTICAL GUIDANCE

When you find yourself in this type of situation:

- Notify a supervisor when reasonably possible.
- Turn on your body-worn camera.
- Give the individual an opportunity to comply.
- **Do not engage. Do not take the bait.** That is what they want you to do.
- If the individual is interfering with your ability to do your job, clearly instruct them to back away a reasonable distance and tell them that they are interfering with your job.
- Be aware of any sensitive information on work spaces, including computers and MDTs.

## FIRST AMENDMENT AUDITS

Date of issue: June 6, 2019 (Updated 06/10/2019)

Source: Denver City Attorney's Office

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### DOCUMENTATION

When writing your report of the incident:

- Be very specific and detailed when describing
  - the conduct
  - the instructions you gave
  - how many times you gave the instruction
  - how the person failed to obey the instruction
  - space descriptions
  - other individuals in the area, etc.
- Focus on the physical conduct. The words used can be referenced in your report for necessary added context. However, they should not be used alone as the reason for the charge *unless* the words are a threat of violence.

### EXAMPLES OF CLEAR INSTRUCTIONS

- “Sir. Your yelling is so close and so loud that I cannot continue to talk to this citizen and respond to this call. Please stop or move over to that lamp post so I can continue my work.”
- “You may continue to record/vidiotape, but I need you to move away from this area so I can continue to address this situation without interference. If you stand near that stop sign or in the area of the stop sign, that would be fine.” (The exact distance will depend on the specific situation and location. Each officer should determine the minimum amount of space they need to feel safe and complete their duties.)
- “Please stop following right behind me. I need you to back up at least 10 feet to give me personal space. You are making me feel threatened and interfering with my duties.”
- “You are welcome to continue to protest, but you need to move to the other side of the lobby [street/parking lot/room] so people can continue to do business with [entity] as you are blocking the entrance.”
- “I have given you a lawful order. If you keep interfering with my [investigation/work], I’m going to arrest you for [charge].”

**This training bulletin is not meant to be all inclusive or cover every situation that may arise when a person is exercising his or her rights to free speech and expression. Officers should use their own discretion as these situations arise.**

If you have questions or need advice regarding this material, please contact one of the following individuals before taking action

Marley Bordovsky: 970-441-0555

Allison Rucker: 303-906-9558

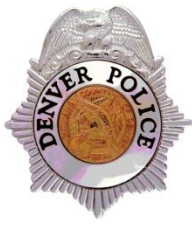
Emela Jankovic: 510-207-2227

### References:

DPD Training Bulletin - First Amendment Considerations

DPD OMS 107.04 - Search and Seizure of Electronic Recording Devices





# Training Bulletin

PAUL M. PAZEN, CHIEF OF POLICE

Date of issue: May 19, 2012 (Revised February 17, 2016; February 21, 2018; February 06, 2020)

Source: City Attorney's Office

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## D.R.M.C. 38-86.2 – UNAUTHORIZED CAMPING ON PUBLIC OR PRIVATE PROPERTY PROHIBITED

**Important:** This ordinance does not make the status of homelessness illegal; rather, it prohibits the specific conduct of unauthorized camping. A person's status of being homeless is irrelevant to the determination of whether the ordinance is violated.

When faced with a suspected unauthorized camping situation, it is important for officers to recognize the initial focus must be on ascertaining whether the person is camping as defined in the ordinance, and directing the person toward services, if appropriate. Citing or arresting a person for violating this ordinance should be the resolution of last resort. In all situations, barring "life threatening" circumstances, a citation or arrest should not occur if an individual is in need of a homeless shelter or bed, expresses a willingness to accept homeless shelter assistance, and the officer is notified that shelter space is not available or the officer is unable to ascertain the availability of a shelter.

When enforcing this ordinance, Denver police officers will not seize tents, tarps, blankets, sleeping bags, or other camping related items. Evidence of unauthorized camping will instead be documented through video and photographic means. If the enforcement of this ordinance results in a custodial arrest, camping related items will be thoroughly documented through videos and photographs and then treated as personal property.

The following reflects newly enacted revisions to the Denver Revised Municipal Code, regarding the contact, evaluation, referral, citation/arrest and prosecution of parties engaged in camping on public or private property.

### Sec. 38-86.2. Unauthorized Camping on Public or Private Property Prohibited.

- (a) It shall be unlawful for any person to camp upon any private property without the express written consent of the property owner or the owner's agent, and only in such locations where camping may be conducted in accordance with any other applicable city law.
- (b) It shall be unlawful for any person to camp upon any public property except in any location where camping has been expressly allowed by the officer or agency having the control, management and supervision of the public property in question.
- (c) No law enforcement officer shall issue a citation, make an arrest or otherwise enforce this section against any person unless:
  - (1) The officer orally requests or orders the person to refrain from the alleged violation of this section and, if the person fails to comply after receiving the oral request or order, the officer tenders a written request or order to the person warning that if the person fails to comply the person may be cited or arrested for a violation of this section; and
  - (2) The officer attempts to ascertain whether the person is in need of medical or human services assistance, including but not limited to mental health treatment, drug or alcohol rehabilitation, or homeless services assistance. If the officer determines that the person may be in need of medical or human services assistance, the officer shall make reasonable efforts to contact and obtain the assistance of a designated human service outreach worker, who in turn shall assess the needs of the person and, if warranted, direct the person to an appropriate provider of medical or human services assistance in lieu of the person being

## UNAUTHORIZED CAMPING PROHIBITED

Date of issue: May 19, 2012 (revised February 17, 2016; February 21, 2018; February 06, 2020)

Source: City Attorney's Office

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cited or arrested for a violation of this section. If the officer is unable to obtain the assistance of a human services outreach worker, if the human services outreach worker determines that the person is not in need of medical or human services assistance, or if the person refuses to cooperate with the direction of the human services outreach worker, the officer may proceed to cite or arrest the person for a violation of this section so long as the warnings required by paragraph (1) of this subsection have been previously given.

(d) For purposes of this section:

(1) "Camp" means to reside or dwell temporarily in a place, with shelter.

(a) The term "shelter" includes, without limitation, any tent, tarpaulin, lean-to, sleeping bag, bedroll, blankets, or any form of cover or protection from the elements other than clothing.

(b) The term "reside or dwell" includes, without limitation, such activities as eating, sleeping, or the storage of personal possessions.

(2) "Designated human service outreach worker" shall mean any person designated in writing by the manager of the Denver Department of Human Services to assist law enforcement officers as provided in subsection (c), regardless of whether the person is an employee of the department of human services.

(3) "Public property" means, by way of illustration, any street, alley, sidewalk, pedestrian or transit mall, bike path, greenway, or any other structure or area encompassed within the public right-of-way; any park, parkway, mountain park, or other recreation facility; or any other grounds, buildings, or other facilities owned or leased by the City or by any other public owner, regardless of whether such public property is vacant or occupied and actively used for any public purpose.

### Enforcement guidelines from the City Attorney's Office

#### I. Prohibited conduct:

1. CAMPING on private property without the written consent of the property owner, or public property. CAMPING means to reside or dwell with shelter.
2. When faced with a suspected unauthorized camping situation, the officer must evaluate the totality of the circumstances to determine whether the person is camping as defined in the ordinance. To "camp" on public property a person must do more than simply fall asleep on the property. There must be some indication of actual camping which includes both (1) residing or dwelling on the property, and (2) some kind of shelter. An individual may not be cited if only one of these circumstances is present. The following must exist before an arrest or citation under this section is appropriate:
  - a. **RESIDE OR DWELL:** The person's behavior must indicate more permanence than merely sleeping on a park bench or sunbathing in a park. The officer must look at the totality of the circumstances for other indicators which could include, but are not limited to, the following:
    - i. The person has built a campfire or is cooking food on a camp stove next to a laid-out sleeping bag;
    - ii. The person is sleeping inside a tent or sleeping bag or inside some form of temporary shelter;
    - iii. The person is sitting next to a tent or on a sleeping bag or a bedroll in which he has also stored personal possessions;
    - iv. The person is observed sleeping on top of or covered by materials (e.g., blanket, bedroll, cardboard, newspapers); however, the officer will have to consider other factors if the situation is ambiguous. For example, this ordinance does not prohibit an individual from merely falling asleep in a park nor does it prohibit an individual from simply sitting or lying down on a public sidewalk. However, please note that this conduct may be prohibited by other ordinances such as Obstruction of Public Passageways §38-86 or Park Curfew §39-3, Sitting or Lying Down in the Public Right-of-Way §38-86.1.
    - v. In evaluating the totality of the circumstances, the officer may consider other factors in

the person's immediate environment, such as the length of time the person has been there, the time of day, or other possessions surrounding the person (e.g., food, cooking utensils, change(s) of clothes, furniture, backpack or shopping cart full of personal items). These circumstances taken as a whole may support the conclusion that the individual is temporarily residing or dwelling in at that location.

- b. **SHELTER:** Under the definition of camping, the individual must be residing or dwelling with shelter or protection from the elements, other than their clothing, such as a tent, tarp, sleeping bag, lean-to, bedroll, blankets, cardboard box or planking.
  - i. If the person is cooking food on a cook-stove, but does not have *any* item of shelter, then that person may not be cited under this ordinance. Other ordinances may prohibit the conduct depending upon the location.

## II. Enforcement requirement (see attached flow chart):

1. Officer receives illegal camping complaint or observes violation
  - a. Enforce any other violations observed on site
    - i. Determine need for warning/citation/jail
  - b. Evaluate for Detox/ hospital/MHH
    - i. Transport/call for van or ambulance if necessary
  - c. Wants/warrants check - officer discretion
    - i. Code 5 parties – jail or order in
  - d. Determine if there is a camping violation
    - i. If no, no further action required
    - ii. If yes, enforce camping ordinance
      1. Determine via Street Check if the same party has received any verbal or written warnings about camping from the Denver Police Department within the past 7 days.
      2. Assuming no warnings within the past 7 days, inform the camper of ordinance and observed violation
      3. Inform camper of services available – shelters, etc.
      4. Ask them to comply with ordinance
        - a. If they comply, call complete
        - b. If they refuse, go to step 2. (“Officer issues written warning of violation”) below
      5. Complete Street Check, marking “illegal camping” under reason type
      6. If the party has previously received a *verbal* warning within the past 7 days, proceed to **step 2. (“Officer issues written warning of violation”)** below.
      7. If the party has received a previous *written* warning within the past 7 days, proceed to **step 3. (“Officer attempts to ascertain”)** below.
2. Officer issues written warning of violation
  - a. Explain violation and warning citation to offender
  - b. Serve warning on violator
  - c. Complete a street check marking “illegal camping” under reason type
  - d. If camper complies, call complete
  - e. If camper refuses, go to step 3. (“Officer attempts to ascertain”) below
  - f. Send copy of warning to records for scanning
  - g. Send copy of warning to District 6 Homeless Outreach Team
3. Officer attempts to ascertain if camper needs human services
  - a. If yes, make reasonable efforts to contact street outreach to respond to the scene
    - i. If camper is willing to comply with outreach, call complete
      1. Complete a street check marking “illegal camping” under reason type

**UNAUTHORIZED CAMPING PROHIBITED**

Date of issue: May 19, 2012 (revised February 17, 2016; February 21, 2018; February 06, 2020)

Source: City Attorney's Office

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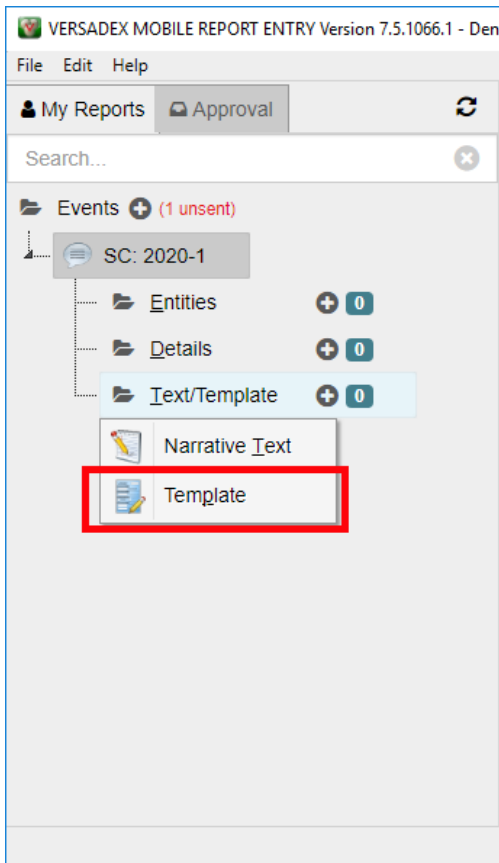
- ii. If camper is not willing to comply with outreach, contact supervisor for guidance and assistance
  1. Complete a street check marking "illegal camping" under reason type
  2. Supervisor approves whether to cite or arrest violator
  3. List supervisor's name and Badge # on face of the US&C
  4. List outreach worker as witness on the US&C
  5. PC statement gives brief explanation of referral to outreach and camper's refusal to cooperate with outreach
  6. Thoroughly document evidence of camping through videos or photographs of all tents, tarps, blankets, sleeping bags, and other camping related items. These items are **not** to be collected as evidence. If a custodial arrest occurs, these items will be handled as personal property.
- b. If no, or if officer is unable to contact outreach, contact police supervisor for guidance and assistance
  - i. Supervisor approves whether to cite or arrest
    1. Complete street check marking "illegal camping" under reason type
    2. List supervisor's name and Badge # on face of the US&C
    3. PC statement gives a brief explanation of efforts to contact street outreach or why outreach was not called.
    4. Thoroughly document evidence of camping through videos or photographs of all tents, tarps, blankets, sleeping bags and other camping related items. These items are **not** to be collected as evidence. If a custodial arrest occurs, these items will be handled as personal property.
- c. On every contact, the officer must make reasonable efforts to secure indoor shelter for the camper.
  - i. Ascertain if shelter space is available and if the camper is eligible for the available shelter.
    1. Offer to transport the party to the available shelter.
    2. If party refuses shelter and officer has ascertained that shelter is available for this party, contact supervisor for guidance and assistance.
      - a. Supervisor approves whether to cite or arrest
    3. If shelter is not *available* for the party – and **not** just because the party *refuses* to go to shelter - contact supervisor for guidance and assistance.
      - a. Supervisor approves whether to use a Department Card for shelter/lodging (see section regarding Card usage)
      - b. If approving hotel/motel room, supervisor must complete the hotel voucher street check (below) documenting the need and transaction
        - The name of the hotel/motel lodging that was secured for the party(s)
        - If the party has excess property which they cannot take with them, follow the storage protocol for arrests of individuals with excess property, where the property was taken for storage
        - If the party had pets, where the pets were taken for safekeeping
        - Officer must email the individual's first name, hotel where they were placed, room number, and if the officer believes the individual is under 25 years of age to Jerred Powell, HOST Administrator ([Jerred.Powell@denvergov.org](mailto:Jerred.Powell@denvergov.org))

**UNAUTHORIZED CAMPING PROHIBITED**

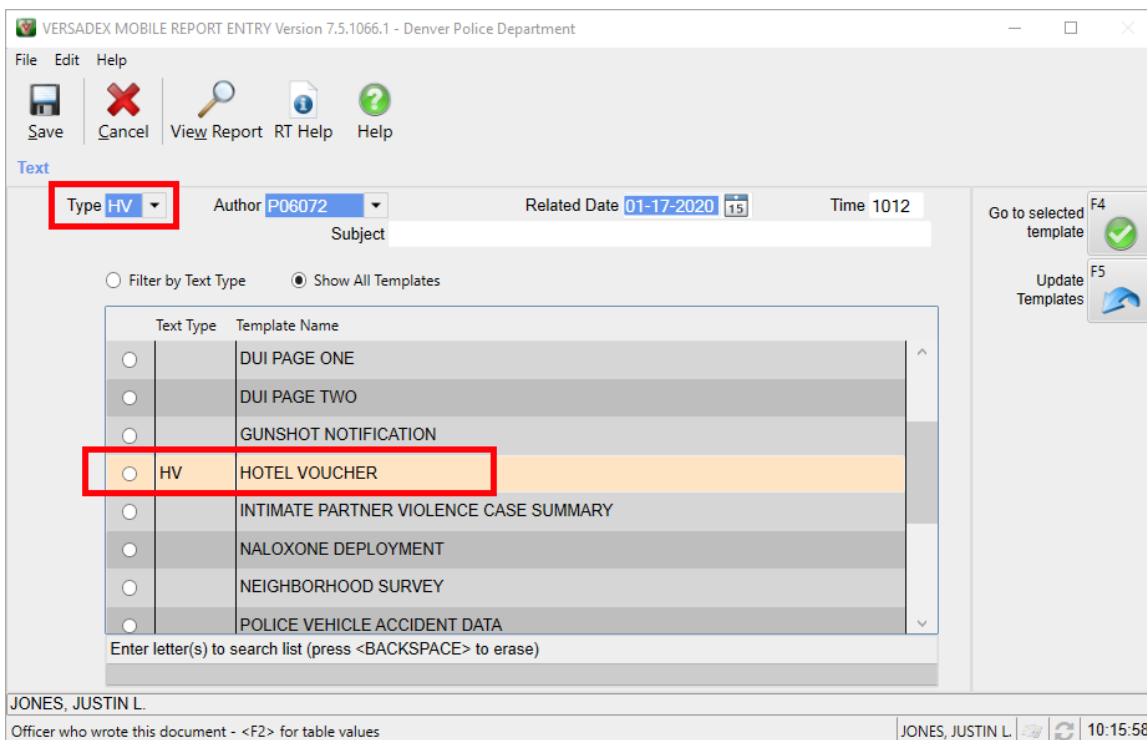
Date of issue: May 19, 2012 (revised February 17, 2016; February 21, 2018; February 06, 2020)

Source: City Attorney's Office

Officers will need to add a Template when completing a Street Check:



Select template type “HV” and choose “Hotel Voucher” from the list of available templates:

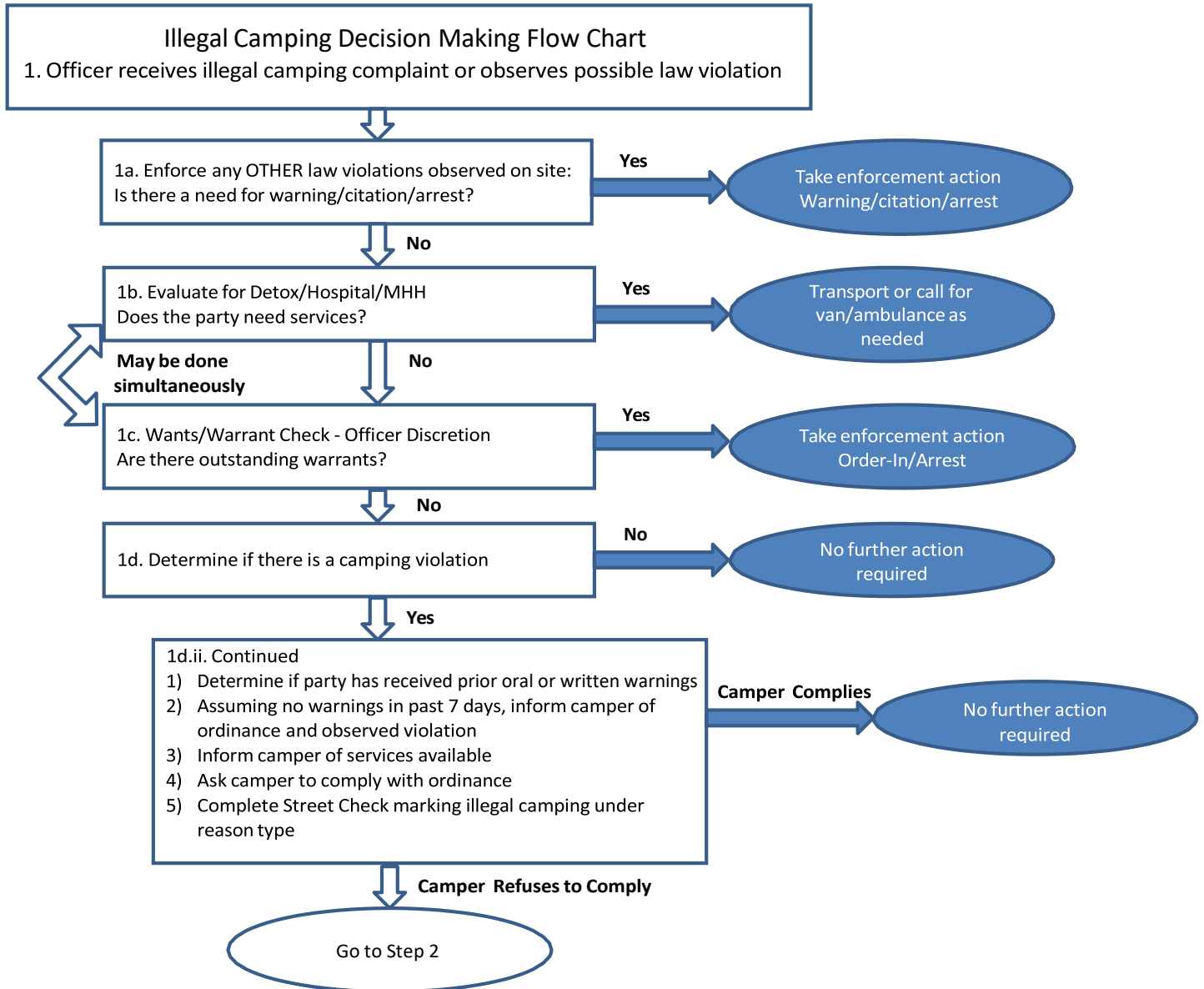


**III. Documentation needed:**

1. Specific explanation of the verbal and written notifications given and the person's response to the officer's requests/commands.
2. If you are issuing a citation or making an arrest and are relying on any previous *oral* warnings within the past 7 days as part of your decision, you must include the date and time of the prior warning, and the name of the officer who gave the previous warning. If you are relying on any previous *written* warnings within the past 7 days, you must include the date and time of the prior warning, the name of the officer that gave the previous written warning, and submit a copy of the prior written warning with the completed US&C.
3. Steps taken by the officer to assess the person's needs and steps taken to contact or efforts to contact a human services outreach worker.
4. Determinations made by the outreach worker, any referrals made, and all attempts to secure appropriate assistance for the person, and the person's response to the outreach worker's attempts at assistance.
5. Officer's contact with supervisor and the supervisor's steps to evaluate the situation and to involve an outreach worker, along with the person's response to the supervisor's requests/commands.

**Other law violations:** All other laws and city ordinances still apply throughout the City and County of Denver, and may be relevant to any particular situation. For example, a tent or structure in the middle of a sidewalk could still be cited under §38-86 – Obstruction of Streets or Other Public Passageways. If the behavior occurs in the Downtown Denver Business Improvement District between the hours of 7:00 a.m. and 9:00 p.m., §38-86.1 – Sitting or Lying Down in the Public Right-of-Way may be applicable. Under certain circumstances, the person may qualify for citation under §38-31 – Interference with Police Authority, or C.R.S. §18-8-102, Obstructing Government Operations, C.R.S. §18-8-104, Obstructing a Peace Officer, Firefighter, Emergency Services Provider, Rescue Specialist, or Volunteer. Situations that arise in a city park between the hours of 11:00 p.m. and 5:00 a.m. may qualify for citation under §39-3, Park Curfew. This is not an exclusive list and there may be other applicable ordinances or statutes.

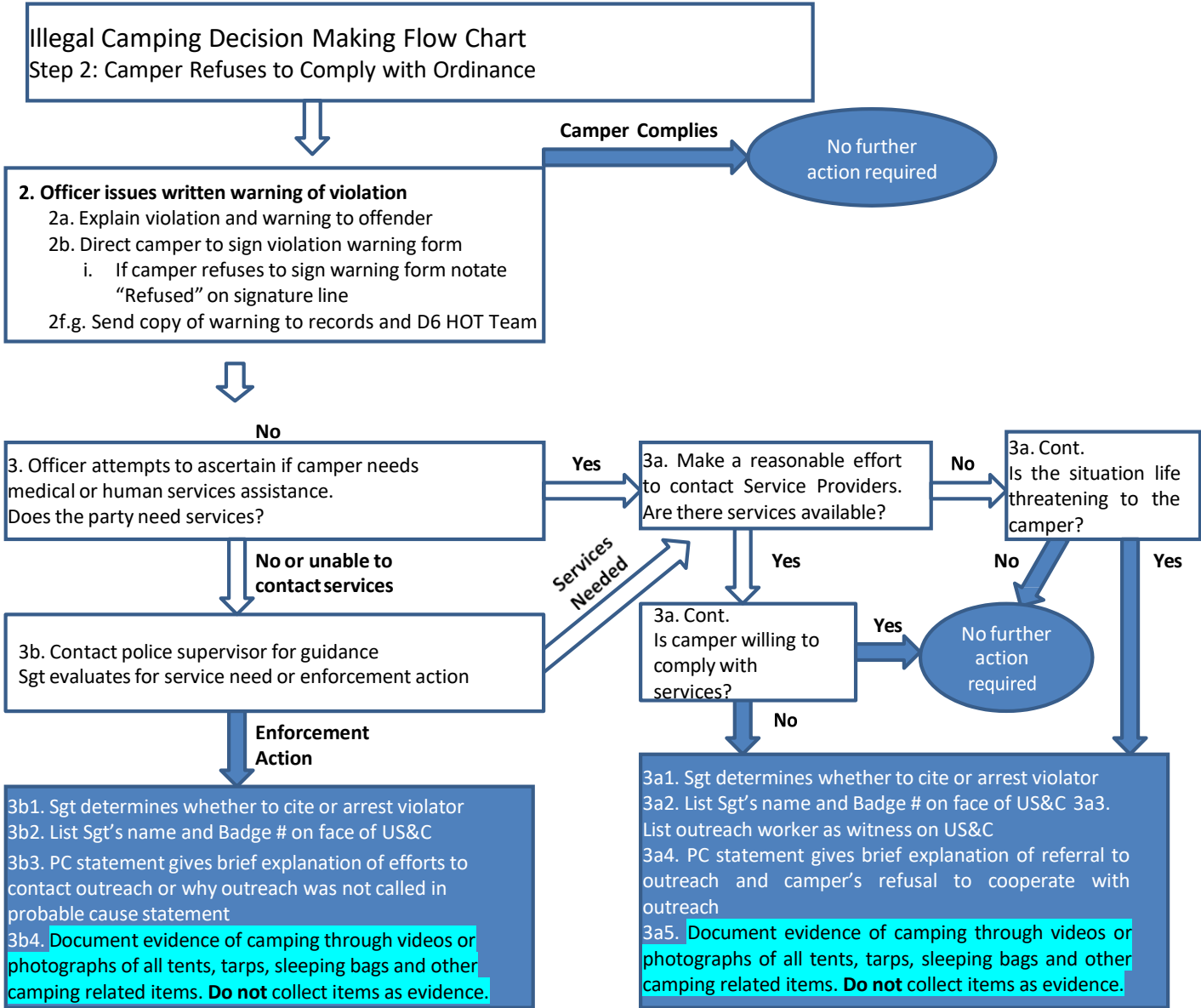
# Illegal Camping Decision Making Flow Chart



**UNAUTHORIZED CAMPING PROHIBITED**

Date of issue: May 19, 2012 (revised February 17, 2016; February 21, 2018; January 31, 2020)

Source: City Attorney's Office





## UNAUTHORIZED CAMPING PROHIBITED

Date of issue: May 19, 2012 (revised February 17, 2016; February 21, 2018; January 31, 2020)

Source: City Attorney's Office

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## DEPARTMENT CARD USAGE

The City and County of Denver has issued department credit cards to the Denver Police Department Finance Director who will act as the Department Card Coordinator (DCC). These credit cards are for the exclusive use of securing shelter/lodging for persons contacted for unauthorized camping enforcement under DRMC 38-86-2. All expenses charged to the department card must be pre-approved by a DPD supervisor and will be limited to the lodging costs associated with this ordinance and in accordance with the provisions below. The Denver Police Department employee with delegated use authority is required to use the department card only for the authorized purpose stated above and must adhere to any applicable Denver Police Department policy or procedure; department personnel must ensure security of the card at all times and immediately report the loss or theft of the card.

### Distribution

1. The DCC will distribute one department card to each of the six police districts.
2. Any officer or supervisor in possession of this department card is required to complete the "Department Card for Shelter Provision for Unauthorized Camping" User Agreement prior to usage.
3. The DCC and any delegated user is required to adhere to these policies and procedures and risk revocation of use of the card and/or disciplinary action for violations.

### Control

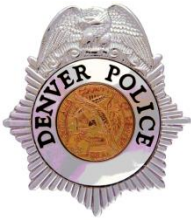
1. Each police district will have responsibility for securing the assigned department card in the badge access-controlled armory. Access to retrieve the department card will be limited to authorized police department personnel only.
2. All authorized department card check out/ins will be documented on the Check In/Out Log Sheet. Any officer removing the department card from the armory will fill out the log sheet legibly and in its entirety.
3. District commanders (or designee) will ensure that the log sheet is properly maintained with the department card and that the department card remains in the controlled armory when not in use.
4. The DCC will perform periodic review of the User Agreements and Department Card Check In/Out Log to ensure compliance with policies and procedures.

### Usage

1. The department card shelter/lodging provision is limited to one (1) night stay per contact.
2. Department card usage is restricted to a maximum of \$2,000 per single and daily usage limits.
3. Upon approval for use of the department card to secure shelter/lodging, the supervisor must complete the hotel voucher street check documenting the need and hotel information. The required information includes the contact name, hotel/motel name and address.
4. The officer will transport the person(s) to the hotel/motel and will use the department card to make payment. The officer **must** obtain a copy of the paid hotel folio/receipt at this time. If the hotel/motel is unable to provide the paid receipt at the time of check-in, the officer **must** obtain a copy of the paid hotel folio/receipt upon check-out.
5. The officer must send a copy of the paid hotel folio/receipt to the Denver Police Department Financial Services Section email ([dpdfinance@denvergov.org](mailto:dpdfinance@denvergov.org)) within one (1) day of the provision of shelter/lodging for the authorized person(s). Failure to do so, will result in the district commander being immediately notified.
6. The Denver Police Department IMU will send a copy of the street check within one (1) day to Denver Police Department Financial Services Section email ([dpdfinance@denvergov.org](mailto:dpdfinance@denvergov.org)) providing documentation of the approved hotel/motel lodging and information on the party(s) provided these services.
7. The DCC will compile the street check and paid hotel folio/receipt and verify the transaction in Workday in accordance with the City's credit card policies and procedures.

### Loss or Theft

Officers will immediately report via telephone or email the loss or theft of the department card to their supervisor, their chain of command, the DCC, and Citibank customer service. A police report must be filed within 24 hours of loss or theft of the card. The Citibank customer service number is 1-800-950-5114.



# Training Bulletin

PAUL M. PAZEN, CHIEF OF POLICE

Date of issue: September 17, 2019

Source: Corporal Jason Moore, Denver Police Academy

Page 1 of 1

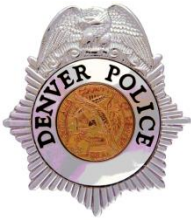
## HANDCUFFING JUVENILES, THE ELDERLY, OR THOSE WITH AN INTELLECTUAL/DEVELOPMENTAL DISABILITY

### PURPOSE:

The purpose of this Training Bulletin is to provide Denver Police Officers with a greater understanding of the new policy – OMS 104.01 (20) – regarding handcuffing juveniles, elderly people, and those with an intellectual/developmental disability. The Department routinely evaluates our policies against similar cities across the country, the current research, and alignment with our mission of operating a police agency with a focus on preventing crime in a respectful manner demonstrating that everyone matters. This policy change allows us to improve interactions with the above-mentioned populations, while being mindful of officer and public safety.

### IMPORTANT POINTS TO CONSIDER WHEN DEALING WITH THESE SPECIAL POPULATION INDIVIDUALS:

- Officer Safety – The new policy outlines that while officers will give due regard to the age, specifically a person who is reasonably believed to be 12 years of age or younger, as well as physical condition of the detained or arrested person, the level of crime, belief that the person may resist, escape, or be a risk to themselves or others should be considered. The necessity of a custodial search is stressed, and should not change, even if the decision not to handcuff is made.
- Discretion – Ultimately, the decision to handcuff remains with the arresting officer. The totality of the circumstances should be taken into consideration and assessment of the situation should be ongoing. As new information is learned, such as the true age or disability of the individual, the decision to handcuff should be reevaluated.
- Articulation – If the officer(s) do make the decision to handcuff one of these individuals, the arresting officer will articulate the reason(s), consistent with the policy.
- Documentation – If the contact results in an arrest on new charges of the individual, the arresting officer will document their reasoning for the decision to handcuff in the officer's statement section of the GO report. If the individual was detained, handcuffed, but not charged, or it was a warrant arrest where no GO was created, the arresting officer will document the reasoning for handcuffing in a street check.
- Age consideration – This will be based on the officer(s) observation or knowledge at the time of contact.
- Status offenses – Juveniles who are arrested for a status offense only are not to be handcuffed unless one of the safety concerns in the policy can be articulated. Status offenses are non-criminal and are enforced, in part, to identify youth who may benefit from support services or additional outreach. By not handcuffing these individuals, we feel it makes our goal of providing support easier.



# Training Bulletin

PAUL M. PAZEN, CHIEF OF POLICE

Date of issue: February 03, 2020

Source: Lieutenant Andrew Howard Vice and Narcotics Section and Thain Bell, Chief Deputy District Attorney

## CHANGES TO UNIFORM CONTROLLED SUBSTANCES ACT OF 2013

During the 2019 Legislative Session, Colorado Revised Statutes were amended to change the way smaller amounts of certain substances are charged and sentenced. The Denver Police Department and the District Attorney's Office are taking this opportunity to increase access to resources for these individuals as a way to better address the underlying causes related to their substance abuse, with the goal of decreasing repeat offenders who come in contact with the criminal justice system. This new legislation goes into effect on March 1, 2020.

There will be two significant changes in laws regarding possession of a controlled substance. The most significant change affecting the way DPD officers process arrestees is that the **Possession of 4 grams or less of a schedule I or schedule II** controlled substance (to include heroin, fentanyl, methamphetamine cocaine), which was previously a Drug Felony 4 (DF4) **becomes a Drug Misdemeanor 1 (DM1)** with a new sentencing structure for DM1s.

The second significant change is the new statute is that simple possession of marijuana (MJ) or MJ concentrate is no longer a Felony, without evidence of the intent to distribute. **Officers may still charge the DF4 for possession with intent for more than 4 ounces of MJ or 2 ounces of concentrate** and the DM1 for amounts below those levels.

1. **Possession of 4 grams or less of a schedule I or schedule II** controlled substance (to include heroin, fentanyl, methamphetamine cocaine), which was previously a Drug Felony 4 (DF4) **becomes a Drug Misdemeanor 1 (DM1)** with a new sentencing structure for DM1s.
2. Simple Possession of marijuana (MJ) or MJ concentrate is no longer a Felony.
3. **Officers may still charge the DF4 for possession with intent for more than 4 ounces of MJ or 2 ounces of concentrate** and the DM1 for amounts below those levels.

**Suspects with under 4 grams of a schedule I or schedule II are to be arrested and placed into the DDC and processed as a "direct file" rather than a felony investigation hold.** Officers will utilize the Versadex Mobile Report Entry (MRE) application to:

- Create a new "Arrest"
- Select "Arrest State Statute (JAIL)"
- Add the most appropriate charges

If the defendant also has warrants, the "Arrest State & Warrant (JAIL)," option should be selected when creating an Arrest Booking (AB). If other felony or investigative hold charges apply, "Investigative Hold" may still be utilized. All drug evidence, when charging the suspect with a DM1, shall be placed into the Evidence and Property Section and a presumptive analysis **will not be requested**. If a presumptive test is needed, the District Attorney's Office will complete the request at a later time.

Exceptions:

- Any quantity of flunitrazepam; ketamine or gamma hydroxybutyrate or any arrest for possession with intent to distribute is still a felony and these arrestees should be processed as a normal drug felony arrest
- If the suspect has suspected narcotics in balloons and is in possession of more than one, it is considered packaged for distribution and they should be arrested for a felony

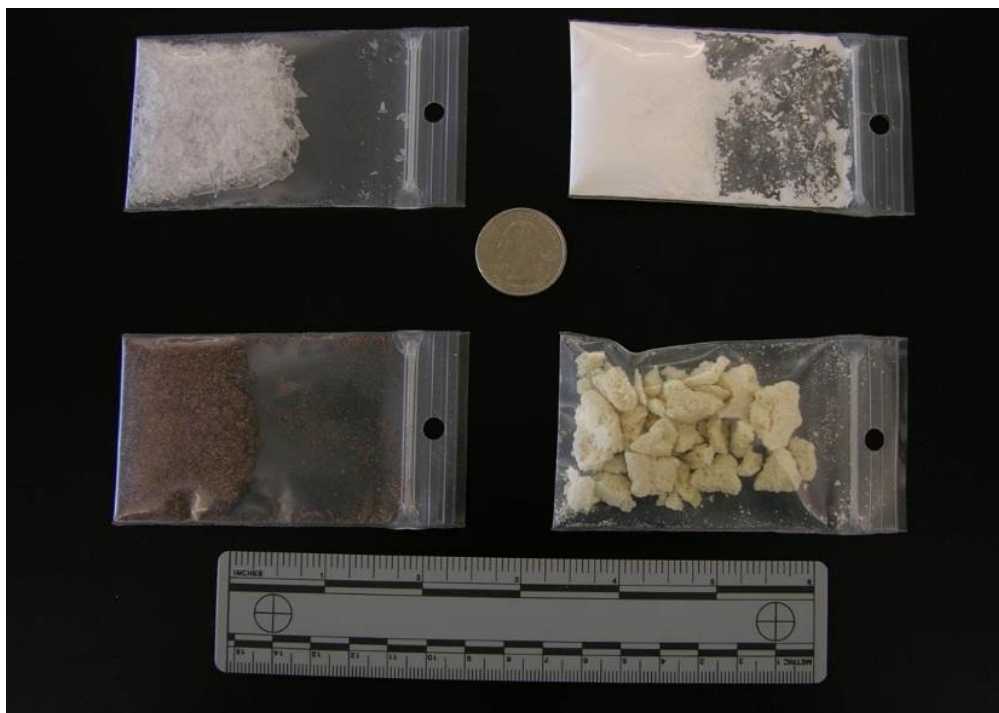
The below photograph provides a general idea of what 4 grams of a controlled substance looks like next to a quarter. If the officer has questions at the scene, they are advised to contact a supervisor or district narcotics detective.

## CHANGES TO UNIFORM CONTROLLED SUBSTANCES ACT OF 2013

Date of issue: February 3, 2020

Source: Lieutenant Andrew Howard Vice and Narcotics Section and Thain Bell, Chief Deputy District Attorney

Page 2 of 2



### Examples for Clarification:

**Example 1:** Suspect is in possession of less than 4 grams of heroin, fentanyl, methamphetamine, or cocaine, with no other criminal charges and no evidence of distribution. Book them into the DDC and charge them with 18-18-403.5 which is a class 1 drug misdemeanor. Evidence will be placed into DPD Evidence and Property Section and a presumptive screening test **will not** be requested.

**Example 2:** Suspect is in possession of more than 4 grams of heroin, fentanyl, methamphetamine, or cocaine, with no evidence of intent to distribute. Book them into the DDC and charge them with 18-18-403.5(2)(a) Possession of a controlled substance which is a class 4 Drug Felony. Evidence will be placed into DPD Evidence and Property Section and a presumptive screening test **will be** requested.

**Example 3:** Suspect is in possession of any amount of a schedule I or schedule II narcotic such as heroin, fentanyl, methamphetamine, or cocaine, with indications of distribution such as scales, baggies, or more than one balloon containing suspected narcotics. Book them into the DDC and charge them with 18-18-405 Possession with intent to distribute. Evidence will be placed into DPD Evidence and Property Section and a presumptive screening test **will be** requested.

**Example 4:** Suspect is in possession of 3 ounces of Marijuana and 1 ounce of Marijuana concentrate with no other criminal charges and no evidence of distribution will be placed into the DDC and charged with 18-18-406(4)(C) a class 2 drug Misdemeanor. Evidence will be placed into DPD Evidence and Property Section and a presumptive screening test **will not be** requested.

**Example 5:** Suspect is arrested for an aggravated assault and is in possession of less than 4 grams of heroin, fentanyl, methamphetamine, or cocaine, will be jailed for the aggravated assault and additionally charged with 18-18-403.5(2)(C) a class 1 drug misdemeanor.

In summary, persons in possession of a schedule I or schedule II controlled substance are still going to jail. We will not be issuing a summons for these charges. The only differences in the way these cases will be handled pursuant to new statutes are the level of charge, the omission of a presumptive screening request, and officers will be direct filing these cases rather than a felony investigation hold.

# PART C

## Collective Bargaining Agreement

2023-2025

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**CITY AND COUNTY OF DENVER**

**AND**

**DENVER POLICE PROTECTIVE ASSOCIATION**

**2023 – 2025**

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**PREAMBLE**

This Contract entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2022 between the CITY AND COUNTY OF DENVER (hereinafter referred to as “City”), and the DENVER POLICE PROTECTIVE ASSOCIATION (hereinafter referred to as “the Association”), has as its purpose the establishment of a productive relationship between the City and the Association, and to set compensation and certain other conditions of employment as specified in § 9.8.3(B) and (D) of the Charter.

**Article 1                      RECOGNITION**

The City recognizes the Association as the sole and exclusive bargaining agent chosen by the members of the bargaining unit for purposes of negotiating subjects specified in § 9.8.3(B) and (D) of the Charter.

**Article 2**                      **DEFINITIONS**

- 2.1                      **“City”** means the City and County of Denver, Colorado.
- 2.2                      **“Association”** means the Denver Police Protective Association.
- 2.3                      **“Bargaining agent”** means the Denver Police Protective Association.
- 2.4                      **“Officer”** means a member of the bargaining unit as defined below.
- 2.5                      **“Chief”** means the Chief of Police of the City and County of Denver.
- 2.6                      **“Commission”** means the Civil Service Commission of the City and County of Denver.
- 2.7                      **“Department”** means the Police Department of the City and County of Denver.
- 2.8                      **“Rank”** is defined by § 9.6.6 of the Charter.
- 2.9                      **“Bargaining Unit”** means all officers in positions of the classified service of the Police Department of the City, except the Chief of Police, Deputy Chiefs, Division Chiefs and Commanders.
- 2.10                     **“Charter”** means the Charter of the City and County of Denver.
- 2.11                     **“Executive Board” or “Board of Directors”** means those seven members of the Association who are elected to serve as officers, directors or members of the Executive Board of the Denver Police Protective Association by the Association’s membership.
- 2.12                     **“Base Pay”** is the sum total of an officer’s annual salary plus longevity as calculated in accordance with this Agreement. **“Base Rate of Pay”** is base pay divided by two thousand eighty (2,080) hours.
- 2.13                     **“Regular Rate of Pay”** is the sum total of an officer’s base pay, as defined in 2.12 above, plus any other regularly recurring remunerations the officer may be receiving under Article 27 of this Agreement, divided by two thousand eighty (2,080) hours.
- 2.14                     **“Hourly Rate”** is the annual salary for a given rank, divided by two thousand eighty (2,080) hours.
- 2.15                     **“Accrued Time”** is the sum total of an officer’s vacation time, saved vacation time, saved holiday time, compensatory time and/or birthday leave time under this Agreement.

Reference to the male gender throughout this Agreement shall include references to the female gender and vice versa.

**Article 3**

**[RESERVED]**

**Article 4                    ASSOCIATION RIGHTS**

4.1                    When the Chief or his designee has granted prior approval, Association officials or representatives shall be allowed time away from their assigned duty station in order to conduct Association business. Nothing herein shall limit the discretion of the Chief or his designee in approving such time off.

4.2                    Bulletin Boards

The Association may maintain one (1) secure bulletin board at each of the decentralized stations and other police facilities and two (2) secure bulletin boards at the Police Administration Building. The Chief or his designee will approve the location of such bulletin boards. All notices posted on these bulletin boards must first be approved by the Chief or a Deputy Chief before being posted. These boards may be used for the following notices:

- 4.2.1                    Recreation and Social Affairs of the Association.
- 4.2.2                    Association Meetings.
- 4.2.3                    Association Elections.
- 4.2.4                    Reports of Association Committees.
- 4.2.5                    Information to police officers concerning their employment.

There shall be no postings regarding any political candidate or candidates, nor postings concerning any issues being considered as part of a federal, state or municipal election.

The bulletin boards will be paid for by the Association who shall also be responsible for their maintenance and security.

Subject to prior approval by the Chief or a Deputy Chief, not more than twice a month, or as the Chief may additionally allow, notices concerning matters related to scheduled meetings or affairs of the association or incidental to this Agreement may be sent to Association members via the Department's e-mail system in accordance with procedures determined by the Department. Notwithstanding the above, the Association's newsletter will not be distributed to Association members via the Department's email system.

4.3                    Members of the Association's Executive Board may, at the discretion of the Chief or his/her designee, be permitted to speak at shift roll call meetings about Association business, and shall be permitted to address each Department recruit class for a period not to exceed two (2) hours concerning Association membership benefits.

- 4.4 In response to requests for information, the parties will provide information deemed reasonably necessary for purposes of preparing for negotiations and/or impasse or grievance arbitrations. Responses to requests for information shall be made within a reasonable period of time. Denial of any request for information or the response to any request for information shall not be subject to the grievance or arbitration procedures, but may be admissible in any subsequent impasse or grievance arbitration.

**Article 5**                      **CHECK OFF**

- 5.1                      All officers covered under the terms of this Agreement may voluntarily join the Association as a member.
  
- 5.2                      The City agrees to deduct the Association membership dues and assessments from the pay of such officers who individually request in writing that such deductions shall be made on a form agreeable to the City. The Association shall certify to the City the amount to be deducted. The written authorization for Association dues deduction and assessments shall remain in full force and effect until revoked in writing by the officer.
  
- 5.3                      The payment to the Association will normally be made by the first day of the month after such deductions are made. If the City makes a good faith effort to meet this time frame, the Association agrees that it will not make any claim for damages, interest or other monetary compensation for the time the payment is not received. The Association agrees that it will indemnify and save the City harmless from all suits, actions, and claims against the City or persons acting on behalf of the City whether for damages, compensation or any combination thereof, arising out of the City's compliance with the terms of this Article. The Association shall reimburse the City for any and all reasonable costs and reasonable attorneys' fees arising out of the defense of any such action against the City. The City agrees to cooperate with the Association and its counsel concerning any such litigation.
  
- 5.4                      The department will provide to the Association strength reports, assignment rosters, drop reports, and separation information on a monthly basis.



**Article 6**

**[RESERVED]**

**Article 7**

**LABOR MANAGEMENT COMMITTEE**

- 7.1 The City and the Association agree to set up a Labor Management Committee which shall consist of three (3) representatives appointed by the Association President and three (3) representatives appointed by the Chief. If an issue is brought to either the City or the Association by another organization of police officers, a representative of that organization shall have the right to attend the meeting at which that issue is discussed.
- 7.2 The committee shall discuss matters of concern to either the Association or the Department which are not addressed in this Agreement and/or the procedures to be followed with respect to matters which are addressed in the Agreement, including matters and equipment relating to officer safety. Statements by committee members made during Labor Management meetings shall not be used as evidence or admissions in any proceeding between the parties. Issues presented to the committee shall be resolved within fifteen (15) days of the meeting at which the issue was discussed, or as mutually agreed by the parties. If the issue is not resolved within fifteen (15) days or at the time mutually agreed by the parties, or if the Association is not satisfied with the resolution, the issue may be raised with the Chief in a meeting to be scheduled as soon as practicable. Following such meeting, the issue will be resolved by the Chief, or in the Chief's absence, the Acting Chief, within twenty (20) days. Resolution may include notification of the need for further research and deliberation as necessary.
- 7.3 Unless otherwise agreed upon, the Labor Management Committee shall meet on a monthly basis at a time and place mutually agreed upon between the Chief's designee and the Association President. Either party may request additional meetings as needed, and such meetings will occur at a time and place mutually agreed upon by the Chief's designee and the Association President.
- 7.4 The Committee's discussion of an issue does not affect whether that issue is or is not a mandatory or permissive subject of bargaining.
- 7.5 The Chief shall arrange for Committee officers who are on duty to be released to attend such meetings. Committee officers who are off duty shall be compensated at their regular rate of pay for the amount of time actually spent at the meeting.

**Article 8                      SENIORITY**

Seniority shall be defined as the length of service in the Department within the officer's civil service rank following the officer's most recent appointment to that rank. When two (2) or more officers in the same rank were appointed on the same day, seniority shall be determined by their position on the certified promotional list for that rank. Time spent on authorized paid leave or military leaves of absence shall be included in length of service. If an officer who has been promoted reverts to a rank formerly held, the officer's seniority shall be the sum of the seniority earned in the promotional rank and in the rank to which the officer reverts.

## Article 9 VACATIONS

9.1 Officers shall accrue vacation as follows:

<u>Length of Employment</u>	<u>Annual Leave Hours Accrued Each Year of Regular Time Worked</u>
1st through 4th year	112 hours
5th through 9th year	136 hours
10th through 14th year	144 hours
15th through 19th year	168 hours
20th through 24th year	184 hours
25th year and thereafter	200 hours

9.2 Vacation shall be accrued for each month of service, prorated on the above schedule.

9.3 Subject to the limitations of 9.3.1, vacation time must be used in the calendar year in which it is received except that an officer may carry over up to 144 hours of vacation time to be used subsequent to the time of accrual. Officers may, solely at the Chief's discretion, use their excess accrued vacation in increments of eight (8), ten (10) or twelve (12) hours dependent upon the officer's regularly scheduled duty shift.

9.3.1 Officers shall not be entitled to use accrued vacation time during the calendar year of their year of hire.

9.4 Upon the separation of an officer from service for any reason other than for cause, the officer shall be entitled to a lump sum payment for all accrued and unused vacation time calculated at his or her base rate of pay pursuant to Article 33. Upon the death of an officer, such lump sum payment shall be paid to the officer's estate. Payment due under this article shall be made within sixty (60) days of the date of the officer's separation from the department or within sixty (60) days from the officer's death or the appointment of a personal representative on behalf of the officer's estate.

9.5 Vacation voting for the upcoming year shall take place during the last quarter of the preceding year.

9.6 Vacation shall be voted based on seniority in accordance with this article. Vacation shall be voted by work period or half work period. Officers who vote to split their vacation are entitled to take the first fourteen (14) days or the last fourteen (14) days of the work period subject to the availability of accrued time. If the vacation is split, both the first half and second half will be voted by seniority provided that the split vacation voting does

not increase leaves which have been allotted through proportional scheduling. Officers shall be required to pre-select either a full vacation or a split vacation. Officers may, however, split their accrued vacation time only if the aggregate of their accrued or saved vacation time is eighty (80) hours or more. When vacation time is split, during any two (2) week vacation period officers working ten (10) hours shifts shall use five (5) regular days off and officers working eight (8) hours shifts shall use three (3) regular days off, whenever possible, in addition to the split vacation time. Any additional accrued time available to the officer may be used to extend the officer's period of vacation subject to the needs of the department and the Chief's discretion.

- 9.7 Officers voting full period vacations who are entitled to in excess of twenty-eight (28) days, including vacation days and regular days off, shall be granted the days preceding or following the twenty-eight (28) day period at the discretion of the commander.
- 9.8 Transfers after vacation voting:
- a. When the transfer is requested by the officer, all rights to the original vacation voting are relinquished. Vacation time will be granted strictly at the convenience of the Commander of the Bureau/District to which the officer is assigned until the next vacation voting period.
  - b. When the transfer has not been requested by the officer, insofar as it is possible without affecting the efficient operations of the unit, the unit commander will attempt to honor the original vote.
- 9.9 In the event a vacation or accumulated sick leave time slot becomes available, the commanding officer shall post notice of such available time for a period of fifteen (15) days, provided a fifteen-day period exists prior to the available time slot. If less than fifteen (15) days is available, the commanding officer shall post notice of such available time as soon as practicable following the date of availability until commencement. Such available time shall be awarded to officers on a priority based on seniority subject to procedures to be established by the Department.
- 9.10 Except in an emergency under procedures determined by the Chief, no part of vacation time voted in a full work period or half work period will be cancelled, nor shall an officer be called back during his/her use of such voted vacation time.
- 9.11 The use of vacation time shall be voted by seniority as follows:

- 9.11.1 Throughout the department, voting in each Bureau/District shall be according to seniority in rank. Rank includes the following positions: Captain, Lieutenant, Sergeant, and Police Officer. The appointed positions of detective, corporal and technician are not civil service ranks. Division Chiefs may permit voting within individual units subject to the approval of the Deputy Chief of the affected area of Operations or Administration. In the absence of a Division Chief, the Deputy Chief of the affected area of Operations or Administration may permit voting within individual units. The Chief of Police may establish exceptions to this rule as he deems necessary for the efficient operation of the department.

**Article 10**                      **SICK LEAVE**

- 10.1                      Each officer shall be allowed one hundred forty-four (144) hours of sick leave per year with full compensation at the officer's base rate of pay. The unused portion of such sick leave may be accumulated until the officer shall have a reserve of seven hundred twenty (720) hours of sick leave. At any time the accumulated reserve of sick leave shall exceed seven hundred twenty (720) hours, payment for the time in excess of seven hundred twenty (720) hours shall be made to the officer at the officer's base rate of pay, provided the Chief approves such payment; and if such payment is not so approved, the time in excess of seven hundred twenty hours shall be added to the officer's annual vacation. The maximum amount of accumulated sick leave to be compensated in any one year is one hundred forty-four (144) hours in excess of a seven hundred twenty (720) hour bank.
  
- 10.2                      At the termination of an officer's term of service with the department, for any reason, the officer shall pursuant to Article 33 receive compensation in full at the officer's base rate of pay for all accumulated sick leave due the officer at the termination of service. Upon the death of an officer, the cash benefits attributable to the officer's accumulated sick leave shall be paid to the officer's surviving spouse or, if there be no surviving spouse, then the officer's surviving child or children or, if there be no surviving child or children, then to the officer's estate.
  
- 10.3                      Sick leave may be used when an officer is incapacitated by sickness or injury; for medical, dental and optical examinations or treatment; and for the necessary care and attendance during sickness of a member of the officer's immediate family. For purposes of this Article 10.3, "immediate family" includes the officer's spouse, son, daughter, mother, father, grandparents, grandchildren, brother, sister, in-laws, or spousal equivalent as defined by the City.
  
- 10.4                      Officers shall be provided Family and Medical Leave Act ("FMLA") leave consistent with the FMLA and its corresponding regulations. Officers shall use accrued paid leave in conjunction with any leave granted under the FMLA.
  
- 10.5                      An officer may donate sick leave to the sick leave bank of another member of the bargaining unit. Any sick leave donated to another officer's sick leave bank shall be converted to the hourly rate of the donee.

**Article 11                    HOLIDAYS**

- 11.1                    The following are recognized and observed as holidays:
  - New Year's Day
  - Dr. Martin Luther King Day
  - Presidents Day
  - Cesar Chavez Day
  - Memorial Day
  - Juneteenth
  - Independence Day
  - Labor Day
  - Thanksgiving
  - Veterans Day
  - Christmas Day
  - Officer's Birthday (to be taken off in accordance with procedures issued by the Chief)
  
- 11.2                    In addition to his base pay, an officer shall be paid one and one-half times his base rate of pay for all regularly scheduled time actually worked on a holiday. If the number of hours worked on a holiday is less than eight, the balance of the time shall be paid in holiday straight pay to complete an eight-hour benefit.
  
- 11.3                    If the day on which a holiday is observed falls on an officer's scheduled day off, the officer shall receive, in addition to the officer's base pay, pay for the holiday at the officer's base rate of pay.
  
- 11.4                    At the discretion of the Chief and subject to the needs of the department, an officer may request eight (8) hours of time off in lieu of receiving pay for the recognized holiday under 11.2 or 11.3 and may save up to four (4) such holidays for a maximum of thirty-two (32) hours of holiday time which can be voted at the time of the vacation leave vote. When an officer requests and is granted eight (8) hours of time off in lieu of a specific holiday, he has no entitlement to either premium pay under 11.2 for work on the holiday or payment under 11.3 if the holiday as observed falls on the officer's scheduled day off.
  
- 11.5                    Effective January 1, 2022, each officer will receive 100 hours of time in a separate Holiday Time Bank, subject to the following:
  - 11.5.1                    Any officers hired on or after January 1, 2021 will not receive this Holiday Time Bank.
  
  - 11.5.2                    The Holiday Time Bank can be used starting January 1, 2022 in accordance with the rules for use of vacation leave under Article 9.



Alternatively, hours from the Holiday Time Bank may be used by an officer at the discretion of the Chief and subject to the needs of the Department.

- 11.5.3 Hours in an officer's Holiday Time Bank may be carried forward from year-to-year until they are exhausted.
- 11.5.4 Any hours remaining in an officer's Holiday Time Bank shall be payable upon separation.

**Article 12    BEREAVEMENT LEAVE**

Upon proper notification to his commanding officer, an officer shall be granted forty (40) hours of paid leave of absence in the event of the death of the 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, grandchild, spousal equivalent as defined by the City, or other person within the officer's immediate household. On the occasion of the death of any other relative, including a relative by marriage, an officer shall be granted a one (1) day paid leave of absence. 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. Bereavement leave is to be taken in connection with matters related to the death.

**Article 13**                      **MILITARY SERVICE LEAVE**

- 13.1                      Officers who are absent from work for military service in one of the uniformed services and who are otherwise eligible under the Uniformed Services Employment and Reemployment Rights Act (“USERRA”) shall be granted leaves of absence for such military service.
  - 13.1.1                      Officers shall give the Department advance written or verbal notice of an absence due to military service.
  - 13.1.2                      Officers shall be eligible for up to fifteen (15) days, not to exceed one hundred twenty (120) hours, of paid military leave each calendar year.
  - 13.1.3                      Any officer who remains in military service beyond the time for which paid military leave is allowed shall be placed on military leave without pay. However, an officer may elect to use any accrued vacation leave or compensatory time, in lieu of unpaid leave, for all or any portion of the officer's absence due to military service.
  
- 13.2                      Officers absent on military leave for less than thirty-one (31) days are entitled to continued health and dental insurance coverage as provided by this Agreement. Officers who serve more than thirty (30) days in the military may elect continued health and dental insurance coverage for themselves and their dependents, at their own expense.
  
- 13.3                      While on paid military leave, an officer’s seniority and eligibility for pay increases and vacation and sick leave accrual shall not be affected. While on any unpaid military leave, an officer's seniority will not be affected.
  
- 13.4                      During the term of this Agreement, officers shall receive military pay or benefits currently provided by D.R.M.C § 18-164 or, subsequent to the expiration of said ordinance, in accordance with and at the level provided to any Civil Service or Career Service employee in any ordinance subsequently enacted in lieu or, to replace, or to supplement D.R.M.C § 18-164. In the event D.R.M.C § 18-164 expires and is not subsequently re-enacted, the level of benefits therein contained shall continue during the term of this Agreement.

**Article 14**                    **LEAVE OF ABSENCE**

A leave of absence without pay of up to one (1) year may be granted by the Chief or his designee to an officer who has completed at least five (5) years of continuous service. Leave shall not be unreasonably denied. If the leave is denied, the reason for denial shall be provided to the officer in writing.

**Article 15**                      **NUMBER OF HOURS IN WORK PERIOD/DAYS OFF**

- 15.1                      During each twenty-eight (28) day work period, the normal work cycle shall be one hundred sixty (160) hours, inclusive of authorized leave time. During each twenty-eight (28) day work period, each officer shall receive eight (8) days off, or the equivalent, depending on the officer's regularly scheduled duty shift.
  
- 15.2                      In the event that the department adopts a fourteenth (14th) period during any calendar year, each officer shall receive an additional two (2) days off, or the equivalent, depending on the officer's regularly scheduled duty shift.

**Article 16 OVERTIME**

16.1 Pursuant to § 7(k) of the Fair Labor Standards Act (29 U.S.C. § 207(k)), a work period for officers of twenty-eight (28) days is established.

16.2 At a minimum, the overtime rate of pay shall be at time and one-half of the officer's regular rate of pay. Except as noted in section 16.3 below, all officers up to and including the rank of lieutenant shall be paid at the overtime rate for all hours worked in excess of their normal daily work shift or for all hours actually worked in excess of one hundred seventy-one (171) hours in the work period. Captains shall be compensated for all hours worked in excess of their normal duty shift at their regular rate of pay, except as noted in section 16.3 below. For purposes of this article, the term "hours worked during a normal daily work shift" shall include all types of paid leave or time off except compensatory time. The parties expressly acknowledge that the time spent donning and doffing the uniform and safety gear required by the Department to be worn by officers does not constitute compensable work time under the FLSA or this Agreement.

All overtime worked, other than off-duty overtime specified in section 16.3 below, shall be compensated in either money or time off pursuant to this agreement, unless external funding sources dictate otherwise. All overtime work must be approved by the officer's supervisor prior to the work being performed. Time worked will be recorded pursuant to the Department's established record keeping procedures.

After working overtime, the officer will designate whether he wants to be compensated in money or time off. If the officer requests compensation in money, that request will be honored unless a supervisor, for reasonable cause, denies the request. Any such denial is subject to review through the chain of command and ultimately through the grievance procedure of the collective bargaining agreement. If the officer requests compensation in compensatory time off, said request shall be granted, absent extraordinary circumstances, until the officer achieves a bank of eighty (80) hours. If an officer has accumulated a bank of eighty (80) hours or more, then a request for further accrual of compensatory time off must be approved by the Chief or his designee.

Compensatory time for all non-Patrol Officers may be used within a reasonable period after making the request, if the use of the compensatory time does not unduly disrupt the operations of the Department. Compensatory time for all Officers within the Patrol Division shall be in accordance with those practices more specifically set forth in a Settlement Agreement and Order Approving Settlement entered in a civil

action entitled *Nick Rogers, et al v. City and County of Denver*, Civil Action No. 07-CV 00541-RPM, dated January 31, 2012. Under all circumstances, pre-approved vacations take precedence over requests to use compensatory time.

16.3 Overtime in off-duty positions paid through the department shall be compensated as follows:

- a. At a minimum, officers below the rank of sergeant working overtime in an off-duty position paid through the department shall be compensated at their overtime rate.
- b. Officers at or above the rank of sergeant working overtime in an off-duty position in a supervisory capacity paid through the department shall be compensated at their overtime rate.
- c. Unless otherwise approved by the Chief or his designee, officers at or above the rank of sergeant working overtime in an off-duty position in a non-supervisory capacity paid through the department shall be compensated at one and one-half times the hourly rate of pay of a detective with 25 years longevity.

16.4 Actual overtime worked is to be converted to the nearest 1/10th hour until such time as the Department has the ability to record and pay overtime to the minute. At that time, actual overtime worked will be calculated and paid to the minute.

16.5 Officers shall not be required to declare their intention to request compensation in money or time off prior to overtime being assigned to perform unscheduled operational, investigative or enforcement duties.

**Article 17**

**CALL BACK**

- 17.1 Each officer up to and including the rank of Lieutenant called back to work by an authorized superior officer after the completion of the officer's last regular shift and within two (2) hours of the officer's next regularly scheduled shift shall be paid for two (2) hours at one and one-half times the officer's regular rate of pay, payable in compensatory time off or pay, at the officer's discretion. Each officer up to and including the rank of Lieutenant called back to work by an authorized superior officer after the completion of the officer's last regular shift and two (2) or more hours prior to the officer's next regularly scheduled shift shall be paid a minimum of three (3) hours or the actual time worked, whichever is greater, at one and one-half times the officer's regular rate of pay, payable in compensatory time off or pay, at the officer's discretion. Captains shall be entitled to pay under this provision at their regular rate of pay. Call back pay commences upon notification of the officer to immediately return to duty, or if the officer is not ordered to immediately return to duty, when the officer's work assignment begins.
- 17.2 An officer shall not be obligated to modify or flex the hours of his/her regularly scheduled duty shift in lieu of or as a method to avoid call back compensation.
- 17.3 Officers up to and including the rank of Lieutenant required to attend scheduled meetings after the completion of the officer's last scheduled shift and before the beginning of the officer's next regularly scheduled shift shall be paid at one and one-half times the officer's regular rate of pay for a minimum of two (2) hours or actual time worked, whichever is greater. Captains required to attend scheduled meetings after the completion of the officer's last scheduled shift and before the beginning of the officer's next regularly scheduled shift shall be paid for two (2) hours at the officer's regular rate of pay or the actual time worked at the officer's regular rate of pay, whichever is greater.



**Article 18 COURT TIME/JURY DUTY**

18.1 Any officer up to and including the rank of Lieutenant who is off duty and is subpoenaed to testify concerning matters arising out of the performance of his or her assigned duties shall be paid at one and one-half times the officer's regular rate of pay for a minimum of two (2) hours or actual time worked, whichever is greater, except:

- (1) Testimony commencing within two (2) hours prior to the officer's regularly scheduled shift will be viewed as continuous duty;
- (2) Testimony commencing when an officer is on duty and concluding when an officer is off duty will be viewed as continuous duty;
- (3) Officers who are on inactive duty because of a line of duty injury will receive no compensation for appearing in court; and
- (4) If an officer is using sick leave, the officer shall be compensated at his or her base rate of pay for time spent in court, without deduction of that time from his or her sick leave bank.

18.2 Any officer who is summoned to perform jury duty shall suffer no loss of pay or benefits for any and all time spent in the performance of such service or in response to such summons.

18.3 The parties agree that members of the bargaining unit subpoenaed to appear in court shall call into the police department within twenty-four (24) hours prior to the day of the required court appearance in order to determine whether the subpoena has been canceled. Should the employee fail to call the police department within the twenty-four (24) hour period and appear in court for a case which has been cancelled, no call back or overtime compensation shall be paid to the employee.

The twenty-four (24) hour time frame for the call into the police department shall be a window period of 5:00 p.m. to 12:00 a.m. (midnight) of the day preceding the required court appearance. The employee shall be paid court time if he or she calls within the required time period, is told to appear, and then the case is cancelled.

18.4 Telephonic/Video Appearances. An officer providing telephonic or video testimony pursuant to a subpoena to testify concerning matters arising out of the performance of his or her assigned duties shall be compensated in accordance with Articles 18.1 and 18.3.

**Article 19**

**CHANGE OF SHIFT AND CANCELLATION OF DAYS OFF**

- 19.1 Except in cases of emergency, any time an officer is required to begin a new shift less than eight (8) hours from the end of the officer's previous shift, the officer shall be entitled to overtime compensation for those hours less than eight (8).
- 19.2 The schedule of voted days off, the schedule of shift assignment and hours of shift assignment shall be posted by the commanding officer or designee not less than seven (7) days prior to the beginning of each work period. Each schedule shall be signed by the commanding officer or designee and the date and time of posting shall be noted. The schedule shall be posted in a location within the unit of command where it can be viewed by officers assigned to that duty location.
- 19.3 Except in an emergency under procedures determined by the Chief, anytime the posted schedule of days off is ordered changed by the commanding officer within seven (7) days of the date of an officer's scheduled day off, the officer(s) affected by the change shall receive four (4) hours of compensatory time or pay at his/her regular rate of pay. Any time the posted start time of a shift is changed within seventy-two (72) hours of the commencement of the shift, the officer(s) affected by the change shall receive two (2) hours of compensatory time. The determination of an emergency situation shall not be subject to grievance or arbitration.
- If an officer's scheduled day off is ordered changed by the commanding officer within seven (7) days of an officer's scheduled day off three or more times in the same twenty-eight (28) day work period, the officer will receive six (6) hours of compensatory time or pay at the officer's regular rate of pay for the third such change and any such changes thereafter during the same work period. If the posted start time of an officer's shift is changed within seventy-two (72) hours of the commencement of the officer's shift three or more times in the same twenty-eight (28) day work period, the officer shall receive four (4) hours of compensatory time for the third such change and any such changes thereafter during the same work period.
- 19.4 In the event an officer is required to work on his or her previously scheduled day off, and in the further event the officer does not receive a substitute day off during the same work period, the officer shall receive overtime compensation at the rate of one and one-half (1½) times the officer's regular rate of pay for all hours worked on the officer's previously scheduled day off.

**Article 20**                    **EQUIPMENT ALLOWANCE**

20.1                    The City shall pay each officer an allowance of \$875 for the acquisition, maintenance and repair of equipment. This payment shall be made on or before November 30 of each year of the Agreement.

20.2                    The items contained in Uniform Supply Directive Numbers 97-02, 97-13, 97-14, 97-17, 97-19, 97-20, 97-23, 97-24, 97-28 shall be provided by the City at the discretion of the Chief. There will be an opportunity for input by the Labor Management Committee before any change is implemented.

20.3                    The “Colorado Peace Officers’ Statutory Source Book” and the “Colorado Revised Statutes Pertaining to Criminal Law” published by the Colorado District Attorneys Council will be available for review and reference at each of the decentralized stations and other police facilities and the Police Administration Building.

20.4                    **VESTS**

20.4.1                For each officer who graduates from the academy, the City will provide reimbursement of up to one thousand two hundred dollars (\$1,200) for the purchase of a protective vest.

20.4.2                All other officers shall be entitled to reimbursement of up to one thousand two hundred dollars (\$1,200) for the purchase of a protective vest on the fifth year anniversary of the prior reimbursement to the officer for the purchase of such vest. Reimbursement shall only be available with proof of purchase of a replacement vest of replacing the one for which reimbursement had previously been received, or a new vest if no reimbursement was previously made.

20.4.3                Notwithstanding the above and foregoing, if, at any time during the term of this Agreement, a protective vest previously issued by the City or a vest which was previously the subject of reimbursement by the City becomes unserviceable in accordance with the manufacturer’s warranties, such vest shall be surrendered to the City and a replacement vest issued to the officer or a reimbursement made to the officer for the actual purchase of a replacement vest, up to one thousand two hundred dollars (\$1,200).

**Article 21**

**WORK ASSIGNMENT IN HIGHER RANK**

- 21.1 Any officer who, for more than one-half of the officer's regularly assigned shift is temporarily assigned by his supervisor to a rank higher than that which the officer currently holds and assumes the duties of that higher rank shall be compensated at the hourly rate of pay of the higher rank for the entire duty shift in which he or she is so assigned. If during the period of temporary assignment, the officer also works overtime as defined by Article 16 of this Agreement, the officer shall be paid overtime as provided by Article 16.
- 21.2 If the Chief or his designee assigns any Police Officer 1st Grade to perform the duties of a Technician, Detective or Corporal, then that officer will be compensated at the rate associated with that assignment for the entire period the officer is acting in that capacity. For purposes of calculating overtime under Article 16 of this Agreement, the acting pay provided by this Article 21.2 shall be considered the officer's "regular rate of pay" until such time as the officer is no longer working in an acting capacity. The acting pay provisions above shall not apply to detective training programs or limited duty assignments.

**Article 22                    INJURY IN LINE OF DUTY**

- 22.1                    Any officer who shall become injured in line of duty shall be provided when necessary with hospitalization, doctors, surgeons, nurses and medical care.
  
- 22.2                    Any officer who shall become so physically or mentally disabled by reason of bodily injuries received in the discharge of the duties of the officer in the department that the officer is rendered unable to perform duties in the department, shall be granted any necessary leave of absence not to exceed 2080 hours at full salary for the rank which the officer holds in the department, and shall be compensated from the regular police department payroll.
  
- 22.3                    Should such officer need additional leave of absence in excess of 2080 hours, the officer may use accumulated sick leave and should the officer still need additional leave of absence, the officer may be granted additional leave of absence at one-half of the salary for the rank the officer holds in the department, to be paid from the “pension and relief fund;” provided, however, that should such officer be eligible for retirement on a pension, the officer shall not be entitled to receive such additional disability leave, but instead shall be retired from active service at the expiration of the 2080 hours leave of absence and accumulated sick leave.
  
- 22.4                    Compensation shall not be denied under this section because the injury was not received on the tour of duty to which the officer has been assigned, if it was received in the discharge of the duties of the officer and if the officer conducted himself in a legal manner and in compliance with rules and regulations governing the department.
  
- 22.5                    Except as otherwise provided by statute, the Charter, or Article 22.3 above, when the City has admitted liability or accepted a workers’ compensation claim, no officer shall be required to use accumulated sick leave for any line of duty injury or illness.

**Article 23                      FUNERAL EXPENSES**

In the event an officer is killed in the line of duty or dies from injuries sustained in the line of duty, the City shall pay the cost of reasonable funeral expenses up to a maximum of \$10,000.00, which amount shall be offset by any other payments for these purposes made by any other agency or organization.

**Article 24**                    **LIFE INSURANCE**

The City shall provide group life insurance coverage for each officer in an amount equal to one and one-half times the officer's base pay.

**Article 25**

**HEALTH AND DENTAL INSURANCE**

25.1 Health Insurance: The City shall offer health care plan options from no fewer than two (2) insurance providers, in addition to Denver Health, if coverage from Denver Health is offered. The amount of the City's contribution will depend on the plan selected by the officer. During the term of this Agreement, the City shall make the following contributions towards health insurance premiums:

If the provider selected by the officer offers two plans, the City shall contribute 77.5% of the premiums if the officer selects the high premium plan; the City shall contribute 90% of the premiums if the officer selects the low premium plan. If the provider selected by the officer offers only one plan, the City shall contribute 90% of the premiums for that plan.

For the duration of this Agreement, if an officer selects a high deductible plan and has opened a Health Savings Account (HSA), the City will contribute seven hundred twenty dollars (\$720) annually to the officer's HSA if the officer has enrolled in an employee-only health plan; if the officer has enrolled in a multi-party plan, the City will contribute one thousand four hundred forty dollars (\$1,440) annually to the officer's HSA.

For high deductible plans: (1) the co-insurance will be shared between the provider and the employee on a minimum of an 80/20 split, (2) the deductibles for the plans will be no more than 10% above the federally mandated minimum, and (3) the maximum out-of-pocket cost for employees for network coverage shall not exceed \$4,000 for single coverage subscribers and \$7,000 for multi-party coverage subscribers.

If any of the health care plans offered by the City in 2023 are no longer offered, the City's premium contribution levels stated above shall apply to any replacement plan offered by the City and the benefit levels of any new plan shall be substantially similar to the plan it replaces.

25.2 Dental Insurance: The City shall offer dental insurance to officers. Regardless of plan selected by the officer, the City's level of contribution shall be equivalent to 80% of the premium costs of the mid-level dental plan offered to officers. In no event shall the City's contribution exceed the actual cost of coverage as determined by the provider. The mid-level dental plan offered to officers shall be substantially similar to the current Delta Dental EPO plan.

25.3 This Article shall not be administered in any manner that would be in conflict with or violate the terms and conditions of any contracts between the City and health and dental insurance providers.



25.4

The Association will substantially participate with the City in the development of health and dental plans to be offered to officers. The Association will have the opportunity to comment and make recommendations on proposals before health and dental plans are offered to officers. In addition, a member of the Association chosen by the Association shall be appointed by the Mayor to the Employee Health Insurance Committee.

**Article 26**

**DEATH AND DISABILITY CONTRIBUTION**

26.1

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

**Article 27 PAY RATES AND LONGEVITY**

27.1.1 For the duration of this Agreement, the annual salary for the position of Police Officer 1<sup>st</sup> Grade (PO1) shall be as follows:

Effective January 1, 2023	\$101,889 (4.0%)
Effective January 1, 2024	\$105,965 (4.0%)
Effective January 1, 2025	\$110,204 (4.0%)

27.1.2 For the duration of this Agreement, other positions in the bargaining unit shall be paid in accordance with the following schedule:

- Police Officer Recruit – 65% of annual PO1 pay
- Police Officer 4<sup>th</sup> Grade – 70% of annual PO1 pay
- Police Officer 3<sup>rd</sup> Grade – 75% of annual PO1 pay
- Police Officer 2<sup>nd</sup> Grade – 80% of annual PO1 pay
- Technician – 107% of annual PO1 pay
- Detective – 110% of annual PO1 pay
- Corporal – 110% of annual PO1 pay
- Sergeant – 120% of annual PO1 pay
- Lieutenant – 137% of annual PO1 pay
- Captain – 154.5% of annual PO1 pay
- Bomb Technician Detective – 101.7% of annual Detective Pay
- Bomb Technician Sergeant – 101.5% of annual Sergeant Pay
- Helicopter Chief Pilot – 106% of annual Technician Pay
- Helicopter Pilot – 104.5% of annual Technician Pay

- For officers certified and assigned as motorcycle officers:
- Motorcycle Police Officer 1<sup>st</sup> Grade – 102% of annual PO1 pay
  - Motorcycle Corporal – 101.7% of annual Corporal pay
  - Motorcycle Sergeant – 101.5% of annual Sergeant pay
  - Motorcycle Lieutenant – 101.5% of annual Lieutenant pay

- Canine Handler Technician – 105% of annual Technician base pay
- Canine Handler Corporal – 105% of annual Corporal base pay
- Canine Handler Detective – 105% of annual Detective base pay

In addition to their annual salary, officers assigned as canine handlers shall receive eight (8) hours of compensatory time per work period.

27.2 LONGEVITY

All officers, upon reaching their fifth (5th) anniversary date of employment, shall be paid longevity pay. Officers entitled to longevity pay shall be paid at the rate of twenty dollars (\$20) per month for each year of service, not to exceed 30 years of service. The effective date of longevity pay increases shall be the first Sunday following the officer's anniversary date.

27.3 BILINGUAL PAY

In addition to their annual salary, officers who are certified and designated as bilingual officers in accordance with procedures published by the Chief or the Chief's designee: one hundred dollars (\$100) per month. Additionally, officers who are certified with advanced levels of expertise may be paid up to a total of \$200 per month in accordance with published standards and procedures.

27.4 ON CALL

Procedures will be established by the Chief to insure officers placed on call will be compensated for all time spent handling phone calls while off duty. Each call will be logged on a log sheet and approved by the officer's commander at the end of every work period. The officer will be compensated at their overtime rate of pay in either time off or overtime pay. If an officer in on call status is called back to work by an authorized supervisor, the officer will no longer be in on call status and will be compensated in accordance with Article 17 of this Agreement.

27.5 UNIT ON CALL

In addition to the receipt of those benefits set forth in Article 27.6, an officer assigned to the following units and placed on call for seven (7) consecutive calendar days or more shall receive two (2) hours of compensatory time for every seven (7) consecutive calendar days of being placed on call. For the purpose of this Article 27.5, an on-call unit is limited to the following units: for 2023, Crisis Negotiators (CNT), Homicide, FAST, Robbery, Sex Crimes, MEP, Domestic Violence, General Assignment, SORT Investigators. For 2024, the following units shall be added: Metro SWAT, Fugitive, Bomb Squad, Narcotics Canine, Bomb Canine, CLAN Lab. For 2025, the following units shall be added: Traffic Investigations, District Narcotics, DIA Detectives.

27.6 EDUCATION AND CAREER DEVELOPMENT

All members are encouraged to continually strive to develop and improve their skills and education to meet the changing needs of the community. Effective January 1, 2024, the following incentives are applicable to members who meet these enhanced standards: (1) a member who presents evidence of an associate's degree (or 60-hour equivalent of post-secondary education) from an accredited institution shall receive monthly payments of seventy five dollars (\$75); and (2) a member who presents evidence of a bachelor's degree (or higher), from an accredited institution shall receive monthly payments of one hundred fifty dollars (\$150). Members holding more than one qualifying degree shall be entitled to no more than one education incentive payment per month, corresponding to the highest level of degree held by the member.

**Article 28**

**PAY PERIODS**

- 28.1 Officers shall be paid on a biweekly basis, on alternating Fridays. Whenever a payday falls on a recognized holiday specified in Article 11, payment of salaries shall be made on the preceding business day.

**Article 29**

**RETIREE HEALTH**

- 29.1 Subject to annual appropriation, during each year of this Agreement the City will make annual contributions in the amount of \$1,200,000 to the Denver Police Retiree Health Fund (“Trust”) which has been established for the sole purpose of providing some assistance with the payment of health insurance premiums for officers who retire on or after January 1, 1996. Quarterly payments to the Trust by the City will be made on January 10, April 10, July 10 and October 10 of each year.
- 29.2 The Association shall provide the City with financial reports of the Trust on a quarterly basis. The Association shall also notify the City of any changes to the Articles of Incorporation, governing by-laws or terms of administration of the Trust for approval, to ensure that the Trust is being administered consistently with the intended purpose of this Article.



Step 3. If the grievance is not resolved at Step 2, the Association may demand arbitration. Any demand for arbitration must be in writing and received by the official designated by the City within fifteen (15) calendar days of the Association's receipt of the Step 2 denial.

- a. The parties shall obtain a panel of seven Western States Region arbitrators from the Federal Mediation and Conciliation Service. The Grievance Arbitrator shall be selected by a method of alternative striking of names from the panel, with the first strike determined by the flip of a coin. The final name left on the panel shall serve as the Grievance Arbitrator.
- b. The Grievance Arbitrator shall have the authority to hold hearings and make procedural rules.
- c. The award of the Grievance Arbitrator shall be final and binding on the City and the Association. The Grievance Arbitrator shall have no authority to add to, subtract from, alter or modify any terms of this Contract.
- d. The award of the Grievance Arbitrator shall be rendered within thirty (30) calendar days of the closing of hearing or the submission of briefs following hearing, whichever is later. The costs of any arbitration shall be borne equally by the parties to this Contract.
- e. Either party may request a certified court reporter to take a stenographic record of the evidence taken at the arbitration hearing. If such a stenographic record is taken, a copy of the transcript shall be provided to the Grievance Arbitrator. The party requesting a stenographic record shall pay the cost thereof, except that if the other party shall request a copy of any transcript, the parties shall share equally the entire cost of making the stenographic record.

30.5 If the grievant or Association fails to comply with any time limit set forth in this Article, the grievance shall be deemed forfeited. If the City fails to comply with any time limit set forth in this Article, the grievance shall be deemed denied as of the last day of the time limit and may be moved to the next step within the time frames set forth in that step.

30.6 The following matters are not subject to the grievance procedures of this Contract: Any matter covered by the Charter of the City and County of Denver, the Rules and Regulations of the Department not inconsistent with the express terms of this Contract, and the Operations Manual of the



Department not inconsistent with the express terms of this Contract, the Rules and Regulations of the Civil Service Commission of the City and County of Denver adopted pursuant to its authority, City Ordinances, Statutes and Constitutional provisions.

30.7 The time limits for processing grievances as set forth in this Article may be extended by agreement between the Chief or a designee of the Chief and a representative of the Association. Any such agreements shall be memorialized in writing. If the last day of any time limits set forth in this Article occurs on a Saturday, Sunday or holiday, the limit shall be automatically extended to the next calendar day which is not a Saturday, Sunday or holiday.

30.8 Any grievance which impacts more than one officer can be filed by the Association directly at Step 2 within fifteen (15) days of when the grievant or the Association knew or should have known the events giving rise to the grievance.

**Article 31                      SAVINGS CLAUSE**

Should any section or portion thereof of this contract be held unlawful and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific section or portion thereof directly specified in the decision, and the remaining parts or portions of the contract 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 section or portion thereof.

**Article 32**                      **GENERAL AND DURATION**

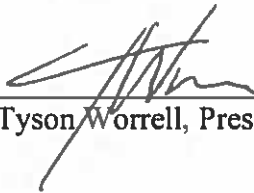
- 32.1                      The Association is not bound by any agreements or understandings that the City might make with any officer(s) or any other organization of officers unless such agreements or understandings are specifically stated in this Contract.
  
- 32.2                      This contract shall be effective as of January 1, 2023 through December 31, 2025 and its terms shall remain in full force and effect until a new contract is effective.

**Article 33                    PAYMENT ON SEPARATION**


Payments due pursuant to the terms of this Agreement for all accrued and unused leave and compensatory time shall be payable within sixty (60) days of an officer's separation from the Department, at the officer's base rate of pay at the time of separation.

**DENVER POLICE PROTECTIVE ASSOCIATION**

**CITY AND COUNTY OF DENVER**

By:   
Tyson Worrell, President

By: \_\_\_\_\_  
Michael B. Hancock  
Mayor

By:   
Bryan O'Neill, Secretary

**ATTEST:**

\_\_\_\_\_  
Paul Lopez, Clerk & Recorder

**REGISTERED AND COUNTERSIGNED:**

\_\_\_\_\_  
Margaret Danuser, Chief Financial Officer

\_\_\_\_\_  
Timothy M. O'Brien, Auditor

**APPROVED AS TO FORM:**

Kristin M. Bronson, City Attorney  
City and County of Denver

**RECOMMENDED AND APPROVED:**

By: \_\_\_\_\_

\_\_\_\_\_  
Armando Saldate, Executive Director  
Department of Public Safety


**Contract Control Number:** SAFTY-202264664-00  
**Contractor Name:** Denver Police Protective Association

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of: 10/4/2022

**SEAL** DocuSigned by:  


**CITY AND COUNTY OF DENVER:**

**ATTEST:**

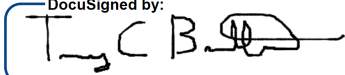
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Mayor  
Michael B. Hancock


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Deputy Clerk and Recorder  
Audrey Kline


**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

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Assistant City Attorney  
Troy C. Bratton

By: DocuSigned by:  
  
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Chief Financial Officer  
Margaret Danuser

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Auditor  
Timothy M. O'Brien

# **PART D**

## Mayoral Executive Orders

**EXECUTIVE ORDER NO. 94**

**TO:** All Departments and Agencies Under the Mayor  
**FROM:** Michael B. Hancock, Mayor  
**DATE:** June 1, 2020  
**SUBJECT:** City and County of Denver Employees' Alcohol and Drug Policy

**PURPOSE:** As an employer, the City and County of Denver (City) is required to adhere to various federal, state, local laws and regulations regarding alcohol and drug use. The City also has a vital interest in maintaining a safe, healthy and efficient environment for its employees and the public. Being under the influence of, subject to the effects of, or impaired by alcohol or drugs on the job may pose serious safety and health risks to the employee, his or her co-workers and the public. Additionally, the possession, use, or sale of an illegal drug in the workplace poses an unacceptable risk to the safe, healthy and efficient operation of the City.

The City provides employee assistance through outside providers and Department of Safety psychologists (for uniformed personnel), all of whom offer help to employees who seek assistance for alcohol and/or drug use and other personal or emotional issues.

**POLICY:** It is the policy of the City to maintain a safe and healthy work environment by prohibiting the use of alcohol and illegal drugs in the workplace. Employees who consume alcohol or illegal drugs on City property, or who work while under the influence of, subject to the effects of, or impaired by drugs or alcohol, pose a serious safety risk to themselves and those around them. The City has both the right and the obligation to maintain a safe and healthy working environment for its employees by adhering to applicable federal, state and local law, and by enforcing the rules set forth in this Executive Order.

It is also the policy of the City to take a strong stand against driving under the influence of alcohol or drugs. Traffic-related deaths and injuries have risen to unacceptable levels across the country and many of those deaths and injuries are attributable to drunk and drug-impaired driving. The City is constantly striving to make its roads safer by various means, which include promoting a culture of traffic safety. It is antithetical to those efforts for the City to tolerate drunk and drug-impaired driving by any of its employees at any time.

City employees who violate this Executive Order may be subject to disciplinary action, up to and including dismissal. Moreover, the failure of a managerial or supervisory employee to enforce this Executive Order may result in disciplinary action against the manager or supervisor, up to and including dismissal.

**RESPONSIBLE AUTHORITY(S):** City Attorney

This executive order, effective on the above date, establishes and confirms the policy of the City concerning the problem of drug and alcohol use in the workplace, as well as unlawful off-duty alcohol and drug driving offenses. On the date it becomes effective, this executive order supersedes all previous enacted alcohol and drug executive orders.

**I. PROHIBITIONS FOR ALL CITY EMPLOYEES INCLUDING CLASSIFIED MEMBERS OF THE POLICE AND FIRE DEPARTMENTS.**

**A. Alcohol**

Employees are prohibited from consuming, being under the influence of, or impaired by alcohol while performing City business, driving a City vehicle or on City property.



**There are seven circumstances under which these prohibitions do not apply.**

1. An employee is not on duty **and** attending an officially sanctioned private function, e.g., an invitation-only library reception.
2. An employee is attending an officially sanctioned public function on City property at which alcohol is served (e.g., a reception hosted by the Mayor to honor a departing appointee) and is not impaired by or under the influence of alcohol.
3. An employee is not on duty and at a City location as a customer, e.g., playing golf on a City course.
4. An employee is a member of the Police Department and as a part of the employee's official duties, consumes alcohol in accordance with Police Department procedures.
5. The Mayor and any accompanying employee, while hosting dignitaries on City property during or outside of regular business hours, consumes alcohol in honor of the dignitaries' tradition or culture of ceremoniously sharing alcohol with their host, and is not impaired by or under the influence of alcohol.
6. An employee is performing City business outside of the employee's regular business hours while attending a business-related event, and the employee is not driving a City vehicle to or from the event and is not impaired by or under the influence of alcohol during the event.
7. An employee is performing airport related business during or outside of regular business hours:
  - a. while attending an event hosted or officially sanctioned by the Department of Aviation at which alcohol is served **and** is not impaired by or under the influence of alcohol; **or**
  - b. while on international or interstate airport related business travel; **and** the employee is not impaired by or under the influence of alcohol **and** the employee is an appointed or elected Charter officer or an appointee thereof, a department or agency head, or has the permission of his or her appointing authority.

The alcohol levels defined by the state legislature that may be amended from time to time for defining "under the influence of alcohol" and "impaired by alcohol" are adopted here for purposes of this executive order.

Employees holding Commercial Driver's licenses (CDL) are **also** subject to the alcohol levels defined by the Department of Transportation (DOT) regulations that may be amended from time to time for "under the influence" which are adopted here for purposes of this executive order.

Current alcohol level definitions are contained in the Addendum of this Order. If the alcohol level definitions contained in the Addendum to this Order conflict with the definitions provided by state law and the DOT regulations, the state law and DOT regulations will control.

**B. Legal Drugs**

1. Employees who operate vehicles or dangerous equipment or perform safety-sensitive functions as part of their essential duties and who are taking or intend to take prescription medication that is identified as a controlled substance in the schedules of controlled substances (Title 21 C.F.R. § 1308.12-15), or that may otherwise affect their performance, are prohibited from performing their safety-related duties unless and until they have completed the disclosure and clearance process set forth below. The types of drugs identified in the schedules of controlled substances include, but are not limited to, opiates, depressants, narcotic drugs, anabolic steroids, stimulants and hallucinogenic substances.
2. The disclosure and clearance process requires that all such employees do the following:
  - a. Notify their supervisor, the Agency's Human Resource professional, or the Agency's Safety Officer in advance of performing their duties that they intend to take or are currently taking (on or off duty) prescription medication that is a controlled substance or may otherwise affect their job performance, and that medical clearance is needed. No additional medical information needs to be disclosed at this time, nor should it be requested.
  - b. Schedule and participate in an interview with the Medical Director of the Occupational Health and Safety Clinic (OHSC), or their delegee, the purpose of which is to enable the Medical Director or delegee to confirm the validity and limitations of the prescription medication and determine whether the use of the controlled substance as prescribed will adversely affect their ability to safely perform their job duties.
  - c. Obtain clearance from the Medical Director or delegee to perform their regular duties while taking the prescription medication, and report their clearance to their supervisor, Agency Human Resources professional or Agency Safety Officer.
3. It shall be the employee's responsibility to initiate and comply with this disclosure and clearance process and to cooperate with the supervisor, Agency Human Resource professional or Agency Safety Officer, and the Medical Director or delegee, to allow for a prompt determination to be made. Employees who fail to comply with the disclosure and clearance process may be subject to disciplinary action, up to and including dismissal.
4. If appropriate, the Medical Director or delegee may request a medical release from employees seeking prescription medication clearance for the purpose of contacting the prescribing physician.
5. Employees who operate vehicles or dangerous equipment or perform safety-sensitive functions as part of their essential duties and who regularly take prescription medications described in paragraph B(1), above, are required to comply with the disclosure and clearance process on an annual basis, and any such earlier

time as a change is made to their prescription that may affect or further affect their ability to perform their safety-related duties.

6. Employees who are currently taking prescription medications described in paragraph B (1), above, may be required to use paid leave, or if no such leave is available, authorized unpaid leave, pending completion of the disclosure and clearance process.
7. The OHSC and/or the Agency's Human Resources personnel shall keep the medical records that disclose the identity of the legal drug confidential in accordance with state and federal laws.
8. Marijuana is **not** considered a legal drug for purposes of this Executive Order No. 94, even if a physician has recommended marijuana for medical reasons. Please refer to Section I (C)(3), below.

**C. Illegal Drugs**

1. Employees are prohibited from consuming, being under the influence of, subject to the effects of, or impaired by illegal drugs while performing City business, while driving a City vehicle or while on City property.
2. Employees are also prohibited from selling, purchasing, offering, transferring or possessing an illegal drug while performing City business, while driving a City vehicle or while on City property. There is one exception to this prohibition. An employee of the Classified Service of the Police and Fire Departments or the Denver Sheriff's Department may, as a part of his or her official duties, sell, purchase, transfer or possess illegal drugs in accordance with the employee's department procedures.
3. Although Colorado state law has de-criminalized the use, possession, sale and cultivation of recreational and medical marijuana by certain individuals subject to various limitations and restrictions, those laws do not require employers to accommodate or permit such use, possession, sale, etc., of marijuana in the workplace. In addition, marijuana currently remains an illegal drug under federal law. As such, for the purposes of this Executive Order, marijuana is still considered an "illegal drug," even when used for medical purposes.
4. Prescription drugs obtained or used illegally constitute an "illegal drug" for the purposes of this Executive Order.
5. The illegal drug cut-off levels established by the DOT regulations, that may be amended from time to time, are adopted here for purposes of this executive order. Current illegal drug levels are contained in the Addendum to this Order. If there is a conflict between the illegal drug levels established by the DOT regulations, and those contained in the Addendum to this Order, the DOT regulations will control.

## II. DRUG AND ALCOHOL TESTING

### A. Pre-Employment/Pre-Placement Testing

1. The City may implement, with the City Attorney's approval, pre-employment screening practices designed to prevent hiring or promoting individuals into job positions whose:
  - a. use of illegal drugs may affect the public health or safety; and
  - b. use of alcohol or legal drugs indicates a potential for impaired or unsafe job performance where the public health or safety may be affected.

The Civil Service Commission, Office of Human Resources, OHSC or interviewing agency shall inform a job applicant of these pre-employment screening practices prior to such screening.

2. At a minimum, testing for illegal drugs and controlled substances shall be conducted before any person hired for a position defined as safety-sensitive or requiring a CDL shall be allowed to perform the duties of such position. In addition, candidates or employees for such positions may be tested for alcohol.
3. Refusal by an applicant to submit to a pre-employment test shall result in denial of employment.
4. Pre-employment/Pre-placement test results:

- a. **Alcohol**

Where alcohol use is detected, employment may be denied.

- b. **Legal Drugs**

- i. Where use of a prescription drug is detected, applicants may be required to provide documentation confirming the drug has been prescribed by a physician for the applicant, and the amount detected is within the prescribed dosage. If the applicant is unable to provide such proof, employment may be denied.
- ii. Where the applicant's future or continued use of the drug poses a potential safety risk or would impair job performance, employment may be denied in accordance with the applicable state and federal laws.

- c. **Illegal Drugs**

- i. Employment shall be denied when the presence of an illegal drug is detected.
- ii. Employment shall be denied when the presence of a known masking agent is detected.

- iii. A second direct observation urinalysis test may be required prior to offering employment to an applicant whose drug test evidences the urine sample has been diluted or is outside normal temperature ranges.

**B. Reasonable Suspicion Testing**

1. When a supervisor has reasonable suspicion that an employee is under the influence of, impaired by, or subject to the effects of alcohol, legal drugs or illegal drugs in violation of this Executive Order, after taking appropriate safety measures (e.g., removing the employee from any situation which may pose a safety risk to the employee, co-workers or the public), the supervisor shall immediately consult with the Agency's Human Resources representative, Safety Officer or the Employment and Labor Law Section of the City Attorney's Office to determine further actions. However, if immediate consultation is not possible, it is the responsibility of the supervisor to promptly initiate alcohol and/or drug testing. The supervisor shall initiate testing as follows:
  - a. Document in writing the specific reasons for the decision to initiate testing based on specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odors that support a reasonable suspicion of alcohol and/or drug use.
  - b. When possible, have a second supervisor confirm the specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odors, and document those observations in writing.
  - c. Advise the employee that the supervisor is ordering the employee to go to the testing site for testing.
  - d. Escort the employee to the testing site as soon as possible. If the supervisor is unable to escort the employee personally, the supervisor should have another individual escort the employee for testing. The individual selected to escort the employee shall be of a higher grade/rank than the employee being tested. Under no circumstances should the employee be allowed to drive themselves to the testing site.
  - e. Require the employee to bring a picture identification card and proof of the employee's Social Security or employee number to the testing site.
  - f. If the employee refuses to go to the testing site, or refuses to participate in the testing process, the supervisor or the escort should tell the employee that the testing request is a direct order and that refusal to comply with the direct order constitutes grounds for mandatory dismissal. If the employee continues to refuse to go to the testing site or to participate in the testing process, the supervisor should immediately place the employee on investigatory leave and make all reasonable efforts to ensure that the employee is transported home safely.



5. If a supervisor has reasonable suspicion that an employee is in possession of, selling or transferring illegal drugs in violation of this executive order, the supervisor shall contact the police prior to initiating any drug testing.
6. Supervisors who fail to perform their responsibilities under this Section II (B) may be subject to discipline, up to and including dismissal.

**C. Post-Accident Testing**

1. As soon as practicable following a driving or other workplace accident, the supervisor shall ensure that the involved employee is tested for alcohol and drugs when the accident:
  - a. may have been the fault of the employee **and** involves a fatality;
  - b. may have been the fault of the employee **and** any individual was injured seriously enough to require immediate medical treatment away from the scene of the accident;
  - c. may have been the fault of the employee **and** the accident resulted in disabling damage to any vehicle or any equipment; or
  - d. there is reasonable suspicion to test the employee.
2. "Disabling damage" for a vehicle accident is defined as damage that prevents the departure of the vehicle from the scene of an accident in its usual manner, or damage that renders the vehicle illegal to operate. Vehicle damage that can be remedied temporarily at the scene without special tools or parts, i.e., replacing a tire with the spare, taping over an otherwise operable headlight or taillight, or tying down the hood of a car, are not considered disabling. Nonetheless, towing of a vehicle is not required before a supervisor can deem a vehicle "disabled" for purposes of testing.
3. "Disabling damage" for a workplace accident is defined as precluding the use of the equipment from its usual operation. Equipment that can be remedied temporarily at the scene without special tools or parts is not considered disabling.
4. The issuance of a traffic citation is not required before a supervisor can determine an employee "may have been at fault" in a vehicle accident. If a supervisor determines the employee's actions may have contributed to the accident, or the employee **may** have been at fault, the "fault" requirement will have been met for purposes of testing.
5. During regular OHSC hours, the testing shall be conducted at one of the OHSC testing sites. After regular hours, the supervisor shall page the OHSC alcohol and drug testing personnel to arrange for immediate testing.
6. Post-accident alcohol and drug testing shall be initiated in accordance with the procedures set forth in Section II (B)(1)(c)-(i) of this Order. Post-accident alcohol and drug testing based solely on reasonable suspicion shall also comply with Section II (B)(1)(a)-(b).

7. Post-accident testing for alcohol should be administered within two (2) hours following the accident. If this two (2) hour time frame is exceeded, the supervisor should document the reasons the test was not promptly administered. Post-accident testing for unauthorized legal drugs and illegal drugs should be administered within eight (8) hours following the accident. Testing outside of these time frames may only be conducted in consultation with the Employment and Labor Law Section of the City Attorney's Office.
8. Supervisors who fail to perform their responsibilities under this Section II (C), may be subject to discipline, up to and including dismissal.

**D. Return to Duty Testing**

Employees who have violated the prohibited conduct listed in Sections I (A) or I (C) of this Order shall not return to work unless they have been tested for alcohol and drugs at the OHSC and both tests have been verified as negative.

**E. Unannounced Testing**

If an employee has been placed on a Stipulation and Agreement in accordance with this executive order, as a part of that Stipulation and Agreement, the employee may be tested for alcohol and/or drugs by the agency without prior notice of the testing date or time for at least 36 months from the last date in time that the stipulation and agreement is signed by the parties.

**F. Random Testing**

The City may implement, with the City Attorney's approval, random alcohol and drug testing for employees deemed to perform safety-sensitive functions for the City or any of its agencies.

**G. Commercial Driver's License (CDL) Testing**

For those positions requiring a CDL, the City is required to implement alcohol and drug testing in accordance with applicable DOT regulations, as may be amended from time to time. Such testing is **in addition to** the testing described in Sections II (B) and (D) of this Order.

**1. Pre-Employment Testing**

Prior to the first time a driver performs safety-sensitive functions for the City or any of its agencies, the driver shall be tested for illegal drug usage in compliance with the DOT and state regulations, as may be amended from time to time.

**2. Reasonable Suspicion Testing**

The procedures described in Section II (B) of this Order shall be followed.



3. **Post-Accident Testing**

- a. As soon as practicable following an accident, the supervisor shall ensure that the vehicle driver is tested for alcohol when:
  - i. the accident involved the loss of human life;
  - ii. the vehicle driver was cited for a moving violation arising from the accident within 8 hours of its occurrence **and** an individual was injured seriously enough to receive immediate medical treatment away from the scene of the accident;
  - iii. the vehicle driver was cited for a moving violation arising from the accident within 8 hours of its occurrence **and** one or more of the vehicles involved in the accident sustained “disabling damage” as defined in Section II (C)(2) and (3) in this Order; **or**
  - iv. there is reasonable suspicion to test the employee.
- b. As soon as practicable following an accident, the supervisor shall ensure that the vehicle driver is tested for drugs when:
  - i. the accident involved the loss of human life;
  - ii. the vehicle driver was cited for a moving violation arising from the accident within 32 hours of its occurrence **and** an individual was injured seriously enough to receive immediate medical treatment away from the scene of the accident;
  - iii. the vehicle driver was cited for a moving violation arising from the accident within 32 hours of its occurrence **and** one or more of the vehicles involved in the accident sustained “disabling damage” as defined in Section II (C)(2) and (3) in this Order; **or**
  - iv. there is reasonable suspicion to test the employee.
- c. Post-accident testing for alcohol should be administered within two (2) hours following the accident. If a required alcohol test is not administered within two (2) hours following the accident, the supervisor shall prepare and maintain on file a record stating the reasons the test was not promptly administered.
- d. If the supervisor does not initiate alcohol testing within eight (8) hours of the accident or drug testing within thirty-two (32) hours of the accident, the supervisor shall cease attempts to administer the tests and shall prepare and maintain on file a record stating the reasons the test was not administered within these established time frames. Supervisors who do not perform their responsibilities under this Section II (G) (3) may be subject to discipline, up to and including dismissal.

4. **Random Testing**

a. **Alcohol**

Pursuant to the DOT regulations, random alcohol testing shall be conducted annually on 25% of the average number of City commercial driver's license positions in existence. This percentage may be amended from time to time by the DOT. Alcohol testing shall be conducted on a random, unannounced basis just before, during or just after the employee performed safety-sensitive functions.

b. **Illegal Drugs**

Pursuant to the DOT regulations, random drug testing shall be conducted annually on 50% of the average number of City commercial driver's license positions in existence. This percentage may be amended from time to time by the DOT. Drug testing shall be conducted on a random, unannounced basis. There is no requirement that this testing be conducted in immediate time proximity to performing safety-sensitive functions.

5. **Return to Duty Testing**

a. **Alcohol**

If an employee has violated the prohibited conduct listed in Section I (A) of this Order, the employee shall not return to perform safety-sensitive duties unless the employee has completed a successful return to duty alcohol test.

b. **Illegal Drugs**

If an employee has violated the prohibited conduct listed in Section I (C) of this Order, the employee shall not return to perform safety-sensitive duties unless the employee has been cleared by a Substance Abuse Professional and has completed a successful return to duty drug test.

6. **Follow-Up Testing**

a. **Alcohol**

i. The number and frequency of the follow-up alcohol tests shall be directed by the Substance Abuse Professional and shall consist of at least six (6) tests in the first twelve (12) months following the employee's return to work.

ii. Follow-up testing shall be unannounced and shall be conducted just before, during or just after the employee performed safety-sensitive functions.

**b. Illegal Drugs**

- i. The number and frequency of the follow-up drug tests shall be directed by the Substance Abuse Professional and shall consist of at least six (6) tests in the first (12) twelve months following the employee's return to work.
- ii. Follow-up testing shall be unannounced. There is no requirement that this testing be conducted in immediate time proximity to performing safety-sensitive functions.

**H. Members of the Classified Service of the Police and Fire Departments and Deputy Sheriffs Testing**

For those employees who are members of the Classified Service of the Police and Fire Departments or Deputy Sheriffs, the City may implement drug testing pursuant to their respective department procedures, as may be amended from time to time, in addition to the testing described in Sections II (A) through (G) of this Order.

**III. EXECUTIVE ORDER 94 TRAINING**

**A. All City Employees**

All new City employees (including fellows, interns, and on-call employees) should be trained on this executive order during their first year of employment. Training, at a minimum, should include study of the prohibitions contained in this executive order and instruction on the recognition of drug and alcohol impairment and use. Additionally, a copy of this executive order should be given to each employee with each employee acknowledging, in writing, receipt of the executive order and the training.

**B. All Employees with Supervisory Duties**

1. All employees with supervisory duties should be trained on this executive order during the first six (6) months following their hire or promotion. This training, at a minimum, should include instruction on the recognition of drug and alcohol impairment and use, the proper documentation of the supervisor's reasonable suspicion, and the supervisor's responsibility for escorting employees to the testing sites and through the testing process.
2. Supervisors shall ensure that all drug and alcohol tests are accomplished immediately after the justification for testing is established. Timeliness for testing is outlined in this executive order and its addendum. Further, once a supervisor has reasonable suspicion that an employee appears to be under the influence of alcohol or drugs, or is informed that the employee has initially tested positive for drugs and/or alcohol, the agency cannot condone the employee's driving of a motor vehicle. If the employee drives off in his/her own or a City vehicle, the Police Department must be notified immediately by a supervisor on duty, or a designee. Supervisors may designate another employee to escort an employee to testing or evaluation sites. The supervisor shall educate the individual on the duties of the escort as provided herein prior to allowing that individual to escort the employee.

3. Supervisors are subject to discipline for failing to fulfill the responsibilities set forth for supervisors in this Order, up to and including dismissal. Such failure by the supervisor does not, in any way, excuse the employee's violation of this executive order or mitigate the agency's disciplinary action against the employee.

**CAUTION:** No physical force may be used against an employee to enforce any direct order or requirement under this executive order. The employee must be advised that noncompliance with a supervisor's order will be viewed as refusal to obey the order of a supervisor and constitute grounds for mandatory dismissal.

**CAUTION:** Supervisors are to restrict communications concerning possible violations of this executive order to those persons who are participating in the evaluation, investigation or disciplinary action and who have a "need to know" about the details of the drug/alcohol evaluation, investigation and disciplinary action. This expectation of confidentiality includes not mentioning the names of employees who are suspected of, or disciplined for, violating this executive order.

#### IV. DISCIPLINARY ACTIONS

- A. If it is determined after the appropriate pre-disciplinary meeting that any of the following situations apply, the employee shall be dismissed even for a first-time violation of this executive order:
  1. Members of the Classified Service of the Police and Fire Departments or Deputy Sheriffs that violate their respective departments' prohibitions regarding illegal drugs and alcohol, except as follows:
    - a. Employees of the Classified Service, and Deputy Sheriffs who disclose prior on-duty alcohol use, or off-duty illegal drug use, as a means for seeking treatment may, at the discretion of the Executive Director of Safety or his/her designee, be suspended in lieu of termination and placed on a Stipulation and Agreement.
  2. Safety-sensitive members of the Department of Aviation that violate their department's prohibitions regarding alcohol or drug use;
  3. The employee has endangered the lives of others, or foreseeably could have endangered the lives of others;
  4. The employee refuses to submit to any testing under this executive order including, but not limited to, pre-placement, reasonable suspicion, random, post-accident, return to duty, follow-up or unannounced testing;
  5. The employee uses, or attempts to use, a masking agent to alter the sample and/or drug and/or alcohol test results, or uses or attempts to use any other deceptive means to alter the sample and/or drug and/or alcohol test results, including but not limited to, use or attempted use of another person's urine;

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6. The employee is required to have a CDL license and either drove/operated a City vehicle or equipment or was only prevented from driving/operating a City vehicle or equipment by the agency's instruction to submit to testing under this executive order;
  7. The employee's disciplinary history compels dismissal as a matter of progressive discipline;
  8. The employee has refused to enter into a Stipulation and Agreement;
  9. The employee has violated the Stipulation and Agreement;
  10. The employee violates this executive order for the second time in the employee's career with the City and County of Denver and/or its agencies.
  11. The employee possesses and/or uses illegal drugs while on duty.
- B.** A first-time violation of the alcohol and drug prohibitions contained in Sections I (A) and I (C) of this executive order, which does not result in a dismissal pursuant to Section IV (A), shall result in a lesser disciplinary action in conjunction with a Stipulation and Agreement for treatment.
1. The presumptive disciplinary action shall be a suspension of 30 days in conjunction with a Stipulation and Agreement. No lesser or greater disciplinary action shall be imposed without the approval of the City Attorney's Office.
- C.** The level of discipline to be imposed on an employee for driving under the influence of or impaired by alcohol or drugs (DUI/DWAI) offenses not otherwise prohibited by this Executive Order shall be within the discretion of the appointing authority or designee, except that the minimum discipline imposed shall be above the level of a written reprimand. Factors to be considered in determining the level of discipline should include whether the employee has prior DUI/DWAI offenses; the circumstances surrounding the offense; any harm caused by the employee's actions; whether the employee's actions violated other rules, regulations, policies or laws; the nature of the employee's position; and the employee's work and disciplinary history. The appointing authority or designee may offer the employee lesser disciplinary action (above the level of written reprimand) in conjunction with a Stipulation and Agreement.
- D.** The level of discipline to be imposed for any other violation of this executive order shall be within the discretion of the appointing authority or designee.
- E.** Stipulation and Agreements
1. Employee assistance counselors provided by the City and County of Denver, or such other substance abuse professional(s) as may be designated, shall conduct an evaluation of the employee and create a treatment plan.
  2. Each such agreement shall be in writing and approved by the City Attorney's Office. The City shall offer no employee more than one such agreement during his or her employment with the City.

3. Employees who participate in an inpatient treatment plan may be eligible for FMLA leave.
4. Employees who participate in an inpatient treatment plan shall be allowed to use one (1) day per month of accrued paid leave, if any, to assure continued health coverage.

**V. MISCELLANEOUS PROVISIONS**

**A. Driver's License**

It is the responsibility of employees required to drive as part of their assigned duties or job specifications to report to their appointing authority any loss of a driver's license or the restriction of driving privileges, no later than the beginning of the employee's next scheduled shift. Every employee who is required to drive, as part of their assigned duties or job specifications, shall certify that they have a current valid driver's license in accordance with Executive Order 25 as may be amended from time to time.

**B. Searches**

1. Before any search is conducted, supervisors should contact the City Attorney's Office, Employment and Labor Law Section, for guidance.
2. Management has the right to search City-owned property utilized by employees, e.g., a desk, storage cabinet or City vehicle, when necessary for a non-investigatory work-related purpose such as retrieving a needed file. Additionally, management may search City-owned property utilized by employees, e.g., a desk, file cabinet, locker, or City vehicle, for investigatory purposes based on reasonable suspicion that evidence of misconduct will be found. Management may not search an employee's personal property, e.g., their personal vehicle parked on City property, lunch boxes, briefcases, purses, and backpacks, unless the employee voluntarily consents to such a search.

**C. Contracts**

1. The prohibitions and responsibilities contained in this Executive Order are applicable to contract personnel. Violation of these provisions or refusal to cooperate with implementation of the executive order can result in the City's barring contract personnel from City facilities or from participating in City operations.
2. All City contracts shall contain language informing contractors doing work for the City about this Executive Order.

**D. Employee Assistance and Department of Safety Psychologists**

The City maintains an Employee Assistance Program (EAP) and provides Department of Safety psychologists who offer help to employees who are coping with alcohol, or drug use, or other personal or emotional issues. It is the responsibility of each employee to seek help

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from the EAP, Department of Safety psychologist or other appropriate health care professionals before alcohol and drug use leads to disciplinary actions.

**E.** Memorandum to this Order


The City Attorney shall have the authority to amend definitions and drug testing cut-off levels contained in this executive order's Memorandum, from time to time, not to be inconsistent with Colorado statutes and/or the DOT regulations, without obtaining signatures of the Mayor or City Council. For purposes of this executive order, all references to Agency head, Department head or appointing authority will also include the designee of the Agency head, Department head or appointing authority.


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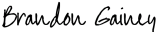
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City Attorney


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Michael B. Hancock  
MAYOR

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Executive Director of Aviation

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Brandon Gainey  
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Chief Financial Officer

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Executive Director of Community Planning and Development



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**MEMORANDUM NO. 94A**

**TO: All Agencies Under the Mayor**

**FROM: Mayor Michael B. Hancock**

**DATE: June 1, 2020**

**SUBJECT: STAUTORY PROVISIONS**

This memorandum to Executive Order 94 was originally referred to as an addendum, effective April 10, 1989, amended April 13, 1999, January 10, 2000, March 1, 2000, March 15, 2001 and is hereby continued in effect as amended and retitled as a memorandum this June 1, 2020. This Memorandum No. 94A shall be attached to and become a part of Executive Order 94, dated, June 1, 2020, subject "City and County of Denver Employees' Alcohol and Drug Policy."

**I. ALCOHOL PROVISIONS**

- A. Under the Colorado statutes, as may be amended from time to time, "impaired by alcohol" is defined as having 0.05 grams of alcohol (per two hundred ten liters of breath or per one hundred milliliters of blood), but less than 0.08 grams of alcohol. Under the "influence of alcohol" is defined as having 0.08 or more grams of alcohol (per two hundred ten liters of breath or per one hundred milliliters of blood).
- B. Under the DOT regulations, as may be amended from time to time, "under the influence of alcohol" is defined as having 0.04 percent alcohol concentration, or more; as prescribed by state law; or in the event of refusal to undergo such testing as is required by the state or jurisdiction.

DOT regulations, as may be amended from time to time, state that post-accident alcohol testing should be administered within two (2) hours following the accident, but must be administered within eight (8) hours following the accident. *These DOT time frames shall also apply to testing under the Executive Order unless otherwise specified within this Order.*

**II. ILLEGAL DRUG PROVISIONS**

- A. Illegal drugs, include controlled substances, as defined in Colorado Revised Statutes, and under federal law.
- B. "Subject to the effects of an illegal drug" is to be determined consistent with the confirmation test levels established by the DOT regulations, 49 CFR Part 40 § 40.87, as may be amended from time to time:

Marijuana metabolites -----	15 ng/ml
Cocaine metabolite -----	100 ng/ml
Opiates:	
Morphine -----	2,000 ng/ml
Codeine -----	2,000 ng/ml
6-Acetylmorphine -----	10 ng/ml
Hydrocodone/Hydromorphone -----	100 ng/ml
Oxycodone/Oxymorphone -----	100 ng/ml
Phencyclidine -----	25 ng/ml

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Amphetamines:

Amphetamine-----	250 ng/ml
Methamphetamine-----	250 ng/ml
MDMA/MDA-----	250mg/nl

DOT regulations, as may be amended from time to time, state that post-accident drug testing should be administered within eight (8) hours following the accident, but must be administered no later than thirty-two (32) hours after the accident. **These DOT time frames shall also apply to testing under this Executive Order unless otherwise specified within this Order.**

## EXECUTIVE ORDER NO. 112

**TO:** All Departments and Agencies Under the Mayor

**FROM:** Michael B. Hancock, Mayor

**DATE:** July 23, 2018

**SUBJECT:** Violence in the City Workplace

**Purpose:** This Executive Order establishes the policy and procedures to be followed by departments and agencies regarding violence involving employees of the City and County of Denver. The purpose of this Executive Order is to reduce the risk of all forms of violence that impact the workplace. Former Executive Order 112, "Violence in the Workplace," dated October 30, 2006, is hereby cancelled and superseded by this Executive Order No. 112, Violence in the City Workplace, dated, July 23, 2018.

- 1.0 **Applicable Authority:** The applicable authority relevant to the provisions and requirements of this Executive Order No. 112, are found in Section 2.2.10 (A) & (C) of the Charter of the City and County of Denver, 2013 revised.
- 2.0 **Policy:** Violence has no place in any of the City and County of Denver's work locations or at any City-sponsored event, and is strictly prohibited. Moreover, violence committed by employees of the City and County of Denver, whether on-duty or off-duty, reflects poorly on the City and County of Denver and is strictly prohibited. A common form of violence is domestic or family violence, which also is strictly prohibited when the City's employees are the perpetrators of such violence.

Domestic and Family Violence: The City shall endeavor to prevent and reduce the effects of domestic and family violence in the workplace. There are at least four ways domestic and family violence can impact the workplace: (1) a perpetrator of domestic or family violence is employed by the City; (2) a victim of domestic or family violence is employed by the City; (3) an act of domestic or family violence occurs in a City work location or at a City-sponsored event, or (4) an act of domestic or family violence is committed through use of City equipment or property (e.g., phone, computer, car) to harass, threaten, disturb, or intimidate another individual. The City is committed to providing support to victims of domestic and family violence as appropriate, and not tolerating perpetrators of domestic and family violence.

Bringing any kind of weapon to a City work location or a City-sponsored event is strictly prohibited, unless an employee is required to carry a weapon as part of his/her City position. This prohibition includes the possession of weapons in violation of federal, state, or local law.

City employees who perpetrate violence, whether on-duty or off-duty, or who bring a weapon to a City work location or a City-sponsored event, or otherwise violate this Executive Order may be subject to disciplinary action, up to and including dismissal, and possible criminal action. The failure of a managerial or supervisory employee to comply with or enforce this Executive Order may result in disciplinary action against the manager or supervisor, up to and including dismissal.

City employees who violate a valid court order issued by any court of record within the United States of America that prohibits conduct, limits physical movement, or regulates child custody, or who otherwise violate this Executive Order may be subject to disciplinary action, up to and including dismissal, as well as possible criminal action. For an employee to be found in violation of this Executive Order for violating a court order, the agency must possess information that the employee was personally served with such order or otherwise acquired from the court actual knowledge of the contents of any such order.

Examples of unacceptable behavior prohibited by this Executive Order include, but are not limited to, the following:

- a. Intimidating, threatening or hostile behaviors, physical assault, vandalism, arson, sabotage, unauthorized use of weapons, bringing weapons onto City property (unless authorized as part of one's job, *e.g.*, a police officer or deputy sheriff) or other acts of this type which are clearly inappropriate in the workplace or which reflect poorly on the City when committed off-duty or outside of the workplace.
- b. Jokes or comments regarding violent acts, which are reasonably perceived to be a threat of harm.
- c. Encouraging others to engage in behaviors prohibited by this policy.
- d. Use of any city property (*e.g.*, phone, computer, agency letterhead, etc.) at any time to harass, threaten, disturb, or abuse someone including a person with whom there is an "intimate relationship" as defined below, or who is a family member.
- e. Intimidating, threatening, assaulting, harassing, disturbing, or abusing any

City employee or person, including any such person with whom there is an "intimate relationship" as defined below, or who is a family member.

- f. Any retaliation against a person who reports, initiates a complaint or makes an inquiry about behaviors that may violate this Executive Order.
- g. Any act of domestic violence or family violence that results in the issuance of a permanent Protection Order or a criminal charge or conviction under federal, state, or local law.

### 3.0 **Definitions:**

**Violence** is defined as, but not limited to:

- (a) the actual or attempted: physical assault, beating, improper touching, striking, shoving, kicking, grabbing, stabbing, shooting, punching, pushing, rape, use of a deadly weapon; or
- (b) the actual or attempted: threatening or abusive behavior (physical or verbal), intimidation, harassment, obscene or harassing telephone calls or electronic communications, (including, but not limited to, text messages, emails, or social media posts), shouting at, restricting one's physical movement, stalking.

**Domestic violence** is defined as an act or threatened act of violence upon a person with whom the perpetrator is or has been involved in an intimate relationship, meaning a relationship between current or former spouses; unmarried couples who: live together or previously lived together, are or were engaged to be married, or are dating or previously dated; or who are parents of the same child, regardless of whether they have been married or lived together at any time.

**Family violence** is defined as an act or threatened act of violence upon a person with whom the perpetrator is or has been related to by blood or marriage, including but not limited to the perpetrator's parents, grandparents, siblings, in-laws, children, and grandchildren.

**Weapon** is defined as a device, instrument, material or substance used for, or which can cause death or bodily injury, or damage to property. Weapons include, but are not limited to: an explosive or an explosive weapon, a device principally designed, made or adapted for delivering or shooting an explosive weapon, a machine gun, a rifle or shotgun, a handgun, a firearm silencer, stun gun (commonly known as a Taser), a switchblade knife or any other type of knife, brass knuckles, or any other implement for infliction of bodily injury or damage to

property, which has no common lawful purpose. Pocket knives or knives used solely for eating, food preparation or food distribution, are not considered "weapons" for purposes of this Executive Order unless used to inflict bodily injury or damage to property.

- 4.0 **Disciplinary Action:** Any violation of this policy by employees, including a first offense, may result in disciplinary action, up to and including dismissal. Failure of a supervising employee to comply with or enforce a violation of this policy may result in disciplinary action against the supervisor, up to and including dismissal. Any deliberate, unwarranted allegations of a violation of this policy may be viewed as an attempt to disrupt city operations and may result in disciplinary action.
- 5.0 **Limitation on Liability:** The provisions contained in this Executive Order do not create or constitute any contractual rights between or among the City and County of Denver, its employees and any third party. This Executive Order is intended to set forth the policy of the City and County of Denver, without creating additional liability against the City.
- 6.0 **Memorandum Attachments:** The procedure(s) for implementing this Executive Order shall be defined by Memorandum Attachments to the Executive Order, which shall become a part of the Executive Order. Further, the City Attorney's Office is responsible for the content of this Executive Order and shall have the authority to issue policy and procedure Memorandum Attachments relative to this Executive Order through the Executive Order Committee.

**MEMORANDUM NO. 112A**

**TO: All Departments and Agencies Under the Mayor**

**FROM: Michael B. Hancock, Mayor**

**DATE: July 23, 2018**

**SUBJECT: Agency/Management Responsibilities Under the Executive Order:**

This Memorandum shall be attached to and become a part of Executive Order No. 112 dated, July 23, 2018 subject "Violence in the City Workplace."

Purpose: The impact of violence on the work environment can occur in numerous ways. For example, if the employee is a perpetrator of domestic or family violence s/he may use work time on the job to harass or stalk the victim. This employee may also require work coverage due to court appearances or incarceration. If the employee is a victim of domestic or family violence, the employee may be harassed at work through unwanted telephone calls, emails, texts, and/or visits from the perpetrator. Extensive absenteeism (from abuse or court appearances) and/or tardiness (abusers will often make victims late for work as a part of his/her control) can also occur. The abuser may call and harass co-workers or the victim's supervisor, in an attempt to locate the victim or have the victim terminated. If both the victim and abuser work for the City, the perpetrator may have easier access to the victim and use that ability to harass, abuse, embarrass, and/or retaliate against the victim.

**1.0 Management Responsibility – When an Incident of Workplace Violence Occurs or is Imminent - Emergency Situation:**

Every manager and supervisor is responsible for the following upon becoming aware or receiving notice that an act of violence or other violation of this Executive Order is occurring or about to occur in the workplace which is reasonably believed to present an emergency situation:

- a) Call 9-1-1 if immediate intervention is or may be necessary to prevent death or bodily injury, or damage to property. Do not try to physically intervene unless reasonably necessary to protect someone from imminent death or bodily injury.
- b) Notify building security and follow any necessary safety measures.
- c) Inform any personnel who may be in direct or indirect danger of the situation and direct them to leave their work area if there is pending danger.

- d) Unless the victim refuses or the perpetrator has been arrested, have the police or security escort the victim to his/her vehicle or other mode of transportation when the victim leaves work.
- e) Seek medical assistance for any victim (or perpetrator) who is injured or ill.
- f) When the situation is no longer an emergency, follow the steps listed in Section 2.0 below as appropriate to the circumstances.

**2.0 Management Responsibility - When Violence or Other Violation of this Executive Order in the Workplace Occurs or is Threatened in a Non-Emergency Situation:**

Every manager or supervisor who is aware of or notified that an act of violence or violation of this Executive Order has occurred or has been threatened that is not reasonably believed to present an emergency situation should take the following steps:

- a) Inquire if the alleged victim is injured or in any perceived danger or in fear of any sort of retaliation by the abuser. If appropriate, seek medical assistance for the victim, contact law enforcement, and/or take reasonable steps to ensure the victim's safety until other measures can be taken.
- b) Notify higher level supervisors or managers and a human resources representative of the incident.
- c) Refer the matter to law enforcement or human resources personnel for an investigation as appropriate. Do not question or interview the alleged perpetrator or the alleged victim about the incident without first contacting the agency's human resources representative or the Employment Law Section of the City Attorney's Office for guidance.
- d) Consider whether a protection order should be obtained by the agency pursuant to C.R.S. §13-14-101, et. seq. Contact the City Attorney's Employment Law Section for guidance and assistance regarding a protection order.
- e) If appropriate, suggest that the victim contact the City's employee assistance provider (currently Guidance Resources), the City Attorney's Victim Resource Program, the Rose Aodom Center (a facility dedicated to assisting victims of domestic violence), or the Victim's Assistance Unit of the Denver Police Department (or other appropriate local law enforcement agency) for appropriate referrals, safety planning, counseling, information on domestic or family violence, information



regarding criminal charges resulting from the violence, and support services. Below is the current contact information for the providers/resources identified above:

Guidance Resources: **877-327-3854**

City Attorney's Victim Resource Program: **720-913-8020**

Rose Andom Center: **720-337-4400**

DPD's Victim's Assistance Unit: **720-913-6035**

City Attorney's Employment Law Section: **720-913-3125**

- f) If the victim employee has met with a victim's assistance program and a safety plan is created for the workplace, the supervisor should review the safety plan and institute any necessary and appropriate changes that are practicable within the workplace.
- g) Maintain confidentiality regarding the incident unless there is concern about the welfare and safety of others, or unless the agency is legally required to disclose the information. Share information about a workplace violence incident only on a need to know basis. Contact the City Attorney's Office's Employment Law Section or the City Attorney's Victim Resource Program for guidance.
- h) If appropriate to the circumstances, offer flexibility in the employee's work schedule, change in telephone extension (unless it is the agency's main phone line), and/or screening of phone calls, and if possible a change in work station location.
- i) Notify security if the perpetrator is harassing the victim while at work or causing problems for the agency. If possible, provide a picture of the perpetrator to security or local law enforcement notifying them of the current situation. Be sure to also provide security or local law enforcement with copies of any protective orders.
- j) Honor all protective orders issued by a court. If the perpetrator violates the victim's protective order, encourage the victim to call the police. If the perpetrator violates the agency's protective order notify the police immediately, and contact the Employment Law Section of the City Attorney's Office.
- k) If the victim is in need of time off to take care of issues that may arise due to the abusive situation, and has accrued leave, all accommodations should be made to allow the victim to take the necessary time off. By law, the supervisor is required in some circumstances to authorize up to three days leave even if the victim has no accrued leave (C.R.S. §24-34-402.7). If no

leave is available to the victim, the agency shall authorize leave without pay pursuant to Career Service Rule 11. The law also prohibits an employer from penalizing certain victims of domestic violence from taking up to three days leave, paid or unpaid, to get a restraining order, obtain medical care or counseling, locate safe housing, or prepare for or attend legal proceedings. In addition, the City encourages supervisors and managers to support employees who are victims of domestic violence by allowing them to adjust their work schedules and/or providing them with paid or unpaid leave beyond the three days as needed so that they can obtain necessary medical care, counseling, or legal assistance.

- l) Continue to check in with the employee as appropriate and ask that s/he keep you informed of any developments that may impact his/her work or the workplace.
- m) Treat alleged victims with respect and compassion. Treat alleged perpetrators fairly.
- n) Follow any internal agency procedures enacted to address workplace violence issues.
- o) Document what actions were taken by the agency in response to the incident.

**3.0 Management Responsibilities: If a Supervisor Learns or Suspects that an Employee is Being Abused Outside of the Workplace.**

Every manager or supervisor who learns or suspects that an employee is being abused at home or otherwise outside of the workplace is responsible for the following:

- a) Do not ignore the situation. Talk to the employee about your concerns following the guidelines below or contact a human resources representative for guidance and assistance.
- b) When talking to an employee who you suspect may be a victim of domestic abuse, ask simple and direct questions such as “is someone hurting you at home?” or “how did you get those bruises?” Do not exert pressure on the employee to disclose the possible abuse or the identity of the abuser. Be sure to express concern and support for the employee, and let him or her know that you are one of many resources available if needed. Consider calling the City's employee assistance provider (currently Guidance Resources), the City Attorney's Victim Resource Program, the Rose Arom Center (a facility dedicated to assisting victims of domestic violence) or the Denver Police Department's Victim's Assistance Unit (or other appropriate local law enforcement agency) for guidance on what to ask or say under these sensitive

circumstances. Contact information for these providers is listed above in Section 2.0.

- c) Do not give the employee advice about the abusive relationship or steps the employee should take to address the abuse, and do not express or demonstrate frustration with the employee's actions or inactions. Do not make critical comments about the perpetrator or impose requirements on the employee or the perpetrator that may put the employee at greater risk.
- d) Document your concerns and what actions were taken.
- e) If you have questions about related court proceedings or the process for obtaining a restraining order on behalf of the agency, call the Employment Law Section of the City Attorney's Office or the City Attorney's Victim Resource Program for assistance.
- f) Follow other applicable guidelines set forth in Section 2.0 of this Section.

**4.0 Management Responsibilities: If a Supervisor Learns or Suspects that an Employee is the Perpetrator of Abuse:**

Every manager or supervisor who learns or suspects that an employee has engaged in an act of violence or otherwise violated this Executive Order, or is the subject of a restraining order or been arrested, charged or convicted of a crime of violence, including domestic or family violence, is responsible for the following:

- a) Contact law enforcement if a crime may have been committed that has not been reported.
- b) Consider placing the employee on investigatory leave pending the outcome of any criminal proceedings and/or the investigation of a violation of this Executive Order. Contact the agency's human resources representative or the Employment Law Section of the City Attorney's Office for advice on appropriate steps.
- c) Do not question or interview the alleged perpetrator or the alleged victim about the incident without first contacting the agency's human resources representative or the Employment Law Section of the City Attorney's Office for guidance regarding any investigative steps that may need to be conducted.
- d) Impose discipline for any violations of the Executive Order, the Career Service Rules, or other City or agency policies, up to and including dismissal.

- e) If an employee is the subject of a restraining order, or is arrested or charged with a crime of violence, including domestic or family violence, the supervisor should notify the employee of his/her responsibility to keep the agency informed of the outcome of his/her case. If the employee is charged or convicted of the crime, disciplinary action should be considered, and taken, if appropriate.
- f) If domestic violence counseling is required as a part of any disciplinary actions, the treatment provider must be state approved to provide domestic violence counseling. The Domestic Violence Offender Management Board website provides an up-to-date list of state-approved domestic violence treatment providers.
- g) Always maintain that there is no excuse for violence.
- h) Document all instructions given to the employee and all actions taken with regard to the potential violation of this Executive Order.

**MEMORANDUM NO. 112B**

**TO:** All Departments and Agencies Under the Mayor  
**FROM:** Michael B. Hancock, Mayor  
**DATE:** July 23, 2018  
**SUBJECT:** Employee Responsibilities Under the Executive Order:

This Memorandum shall be attached to and become a part of Executive Order No. 112 dated, July 23, 2018 subject "Violence in the City Workplace."

**1.0 Employee Responsibility – When an Incident of Workplace Violence Occurs or is Imminent - Emergency Situation:**

Every employee who is aware of or learns that an act of violence or violation of this Executive Order is occurring or about to occur in the workplace is responsible for the following immediate steps:

- a) Call 9-1-1 if there is an immediate emergency. Do not try to physically intervene unless reasonably necessary to protect someone from imminent death or bodily injury. Make every attempt to remove yourself from the dangerous situation as quickly as possible.
- b) If possible, immediately call 9-1-1 and notify a supervisor and/or building security.
- c) If possible, notify other personnel who may be in direct or indirect danger.

**2.0 Employee Responsibility – When Violence or Other Violation of this Executive Order in the Workplace Occurs or is Threatened in a Non-Emergency Situation:**

Every employee who is aware of or learns that an act of violence or violation of this Executive Order has occurred or been threatened that is not reasonably believed to present an emergency situation is responsible for the following:

- a) Promptly notify his/her supervisor or other agency manager, the agency's safety coordinator or a human resources representative.
- b) Cooperate in any investigation that may be undertaken.
- c) Respect the privacy of co-workers and others involved in a violence incident.

- d) Promptly report to his/her immediate supervisor if the employee learns or suspects that a co-worker is the subject of a restraining order or has been charged with a crime, or otherwise has any pending criminal charges against him or her.

**3.0 Employee Responsibility - If an Employee Learns or Suspects that a Co-Worker is being Abused Outside of the Workplace:**

Every employee who learns or suspects that another employee is being abused outside of the workplace is responsible for the following:

- a) Notify a supervisor or a human resources representative of your concerns or talk to the co-worker directly and, if appropriate, suggest s/he speak to a supervisor or manager, a human resources representative, the City's employee assistance provider (currently Guidance Resources), the City Attorney's Victim Resource Program, the Rose Adom Center (a facility dedicated to assisting victims of domestic violence), or the Denver Police Department's Victim's Assistance Unit (or other appropriate local law enforcement agency) for assistance and guidance. Below is the current contact information for the resources identified above:

Guidance Resources: **877-327-3854**

City Attorney's Victim Resource Program: **720-913-8020**

Rose Adom Center: **720-337-4400**

DPD's Victim's Assistance Unit: **720-913-6035**

- b) If the co-worker denies being abused, or acknowledges being abused but declines to report the abuse or speak with the resources identified above, consider reporting your concerns and the co-worker's response to a supervisor or a human resources representative. Do not exert pressure on the co-worker to acknowledge the abuse or identify the perpetrator.
- c) If the co-worker reports that the perpetrator may try to harm him or her at work or may harm other employees, family members, or other individuals, report this information immediately to a supervisor or human resources representative.

**4.0 Employee Responsibility – If the Employee is a Victim or Alleged Perpetrator of Violence or Abuse, or is the Subject of a Protective Order or is Charged with a Crime of Violence.**

- a) An employee who is a victim of violence in the workplace or of domestic or family violence is encouraged to report the incident or abuse to his/her supervisor or a human resources representative. An employee who obtains a protective order against another employee is required to report such information to his/her supervisor or a human resources representative. An employee who obtains a

protective order against a person who is not a City employee is encouraged to report such information to his/her supervisor, the agency's safety officer, or a human resources representative.

- b) An employee who is the subject of a Protective Order must report such information to his/her immediate supervisor as soon as possible, but no later than three (3) calendar days after the employee is first notified of the Protective Order. The employee must also keep his/her immediate supervisor apprised of the status of the Protective Order and all related court proceedings. An employee who is the subject of a Protective Order issued on behalf of another City employee must abide by all restrictions that may be put in place to prevent any intentional or unintentional violations of the Protective Order from occurring in the workplace
- c) An employee who is charged with a crime of violence, including a crime of domestic or family violence, must report such information to his/her immediate supervisor as soon as possible, but no later than three (3) calendar days after the date of arrest. The employee must also keep his/her immediate supervisor apprised of the status of the criminal case, including advanced notice of court proceedings that the employee is required to or may attend.