

**COLLECTIVE BARGAINING
AGREEMENT
BETWEEN
MESA COUNTY, COLORADO,
THE MESA COUNTY SHERIFF'S
OFFICE
AND
FRATERNAL ORDER OF POLICE,
LODGE #75**

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PREAMBLE

This Collective Bargaining Agreement (Agreement) is entered into on this 3rd day of February, 2026, between the Mesa County Board of County Commissioners on behalf of Mesa County, the Mesa County Sheriff's Office and the Fraternal Order of Police, Lodge #75 (FOP). It is the purpose of this Agreement to enhance a productive relationship between the Board of County Commissioners (County), Mesa County Sheriff (Sheriff) and their employees and to set compensation and certain other conditions of employment as specified in the Collective Bargaining for County Employees Act ("COBCA"). It is understood that this Agreement was negotiated in good faith to protect the health, safety, and welfare of the public by assuring at all times the orderly and uninterrupted operations and services of the County and Sheriff and shall not be violated or abridged in any way by any party.

ARTICLE 1 **DEFINITIONS**

The following definitions shall apply to this Agreement:

Agreement – The Collective Bargaining Agreement between the County, Sheriff and FOP.

Bargaining Unit – All Law Enforcement Specialists, Transport Coordinators, Administrative Assistants/Sheriff's Office, Animal Control Officers, Evidence Technicians, Sex Offender Registrars, Video Evidence Technicians, Service Technicians, Quartermasters, Inmate Transition Coordinators, Deputy Sheriffs, Sergeants, Victim Advocate Coordinators, Crime Analysts, Information and Communication Managers, Forensic Computer Analysts, EMS Coordinators, Fiscal Managers and Investigators.

Mesa County Sheriff (Sheriff) - The Mesa County Sheriff is the employer with statutory authority for personnel and operational matters within the Office of the Sheriff.

Board of County Commissioners (County) - The Mesa County Board of County Commissioners (BOCC) has ultimate fiscal responsibility for county finances.

HR Manual – County Policies are memorialized in the Human Resources Personnel Policies and Procedures Manual (HR Manual).

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

Immediate Family Member – Relatives by marriage (including stepfamily members, and in-laws), or a civil union to include spouse, children, parents, and siblings of an employee or employee's spouse.

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

Full Time – Full time (FTE): Any employee normally working a forty (40) hour week, or at least 2,080 hours per year, or the equivalent. All financials referenced in this Agreement will be prorated for less than full time employees.

Union/FOP – Mesa County Deputy Sheriff’s Association, Fraternal Order of Police, Lodge #75.

ARTICLE 2 **RECOGNITION/REPRESENTATION**

1. **Recognition.** The County and Sheriff recognize the FOP as the sole and exclusive bargaining agent for the bargaining unit.

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

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

ARTICLE 3 **STRIKES/JOB ACTIONS PROHIBITED**

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

ARTICLE 4 **DISCRIMINATION PROHIBITED**

1. The County, Sheriff and the FOP agree not to discriminate against any employee covered by this Agreement for their membership or non-membership in the FOP.

2. The provisions of this Agreement shall apply equally to all covered employees, without regard to race, color, religion, gender, gender identity or expression, disability, socio-economic status, sexual orientation, age (40 and over), national origin, marital status, genetic information, ancestry, or any other status protected by applicable federal, state, or local law (generally referred to as "protected class")

ARTICLE 5 **MANAGEMENT RIGHTS**

1. It is mutually agreed that the Sheriff shall have the sole right to manage the Sheriff's Office as provided by law, including, but not limited to, the right to change the level or nature of services provided to the extent authorized by law.

2. Except where limited by express provisions of this Agreement, nothing in this Agreement shall be construed to restrict, limit, or impair the rights, powers and authority of the County or Sheriff as granted to it under COBCA, County and Sheriff ordinances, the Constitution, and any applicable laws of the State of Colorado. This agreement specifically recognizes the statutory authority of the office of Sheriff as defined by Colorado Revised Statutes. These rights, powers and authority include but are not limited to the following:

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

- (j) Make and enforce reasonable rules and regulations relating to personnel policies, procedures and working conditions.
- (k) The right to assign and require working hours, schedule hours, shifts of work, including overtime.
- (l) The right to establish, modify, or change work schedules.
- (m) Fulfill the statutory obligations and exercise the statutory authority of the Sheriff.

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

ARTICLE 6

FOP RIGHTS AND RESPONSIBILITIES

1. **Use of Inter-Office Mail and Email.** The FOP shall be allowed to use the County's mail and email system which may be subject to CORA request to announce scheduled FOP meetings and to provide communications not otherwise prohibited by County and Sheriff's policy. Use of County mail is restricted to access to employee physical mailboxes at work.

2. **Orientation.** During the Sheriff's Office new hire initial orientation, not Human Resources orientation, two (2) members designated by the FOP shall be permitted to address any newly hired employee(s) in the bargaining unit about FOP membership and benefits. The FOP shall be permitted to make such presentation while in paid status if the orientation occurs during the FOP member's regular duty hours, but such presentation shall not exceed one (1) hour.

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

4. **Union Business.** The FOP shall endeavor to conduct all necessary Union business during non-working time, to the greatest extent possible, provided that the employee will, with prior approval of the employee's supervisor, be permitted to serve as a representative, attend grievance and labor management meetings, and briefly (< 5 minutes and not during roll-calls) speak to members while on duty about issues related to the administration of the Agreement and their rights under it as long as such conversations do not unduly disrupt the operations of the Office. Off-duty representatives participating in such activities shall do so without being compensated for such time. The names of representatives for purposes of notice under this Agreement, ideally three (3) from the Detention Division and three (3) from Operations, will be provided to the Sheriff at the beginning of each calendar year.

5. **Attendance at Negotiations.** Up to three (3) employees designated by the FOP Lodge may attend formal in-person negotiation meetings with the County representatives and individual caucuses while in paid status. Employees who are working

the non-business hour shifts may adjust their hours to allow them to attend negotiations during normal business hours, with approval of the Sheriff or his designee.

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

ARTICLE 7 **LABOR MANAGEMENT COMMITTEE**

The parties agree to establish a Labor Management Committee which shall consist of three (3) members appointed by the President of the FOP and up to three (3) members appointed by the Sheriff's Office. As necessary and at the request of either party, this Committee will discuss and review matters of mutual concern that do not involve negotiations or active grievances. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least ten (10) business days prior to the date of the meeting. The other parties within four (4) business days thereafter may notify the party requesting the meeting of any items to be added to the agenda. The Labor Management Committee is intended to improve communications and shall be advisory only. There is no obligation on either party to enter into any agreement on such subjects.

ARTICLE 8 **FOP MEMBER DUES**

1. Each employee who elects to become or remain a member of the FOP shall be solely responsible for initiating, maintaining, or revoking dues authorization through the County's Workday system, in accordance with procedures established by the County for employee self-service payroll elections. The County shall not receive, accept, process, or retain paper or electronic dues authorization forms on behalf of the FOP. Instead, the County's role shall be limited to administering payroll deductions as entered by the employee in Workday and cooperating with the FOP, upon reasonable request, to confirm that authorized dues deductions are being made in the amount uniformly assessed by the FOP and certified by the FOP Treasurer. Any revocation or modification of dues authorization shall be made by the employee directly in Workday no later than fifteen (15) calendar days before the applicable pay period ending date in order to be effective for that pay period. The County shall provide notice of such changes to the FOP through established payroll reporting or confirmation processes.

2. Deduction of FOP dues shall be made once per month following the pay period in which the authorization was received, and the amount of deduction will remain the same for twelve (12) months or until sixty (60) days notice provided except in the event of revocation of authorization. Deductions provided herein shall be remitted to the Treasurer of the FOP no later than thirty (30) working days following the payment date in which deductions were made.

3. The County and Sheriff shall not be liable to the FOP, by reason of the requirements of this Article, for the remittance of payment of any sum other than that

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

ARTICLE 9 **SENIORITY**

1. **Officer Seniority.** Seniority shall be determined by continuous service as a deputy sheriff with the Mesa County Sheriff's Office from the date the deputy was hired. Seniority shall be broken by permanent separation of employment subject to the Section 4 below. Initial ties in seniority will be broken by the employee with prior law enforcement experience, if any. If a tie still exists, it shall be broken by a flip of a coin or drawing of numbers depending upon the number of members involved. Seniority shall be used for the purpose of vacation bidding in the detention division.

2. **Sergeant Seniority.** Sergeant seniority shall be determined by continuous service as a sergeant beginning on the date of promotion. Ties in seniority shall be broken by seniority in the Mesa County Sheriff's Office.

3. **Civilian Seniority.** Seniority shall be determined by continuous service as an employee of the Mesa County Sheriff's Office from the date of hire. Seniority shall be broken by permanent separation of employment, subject to the Section 4 below. Initial ties in seniority will be broken by the employee with prior law enforcement agency experience, if any. If a tie still exists, it shall be broken by a flip of a coin or drawing of numbers depending upon the number of members involved.

4. **Rehire.** Employees who separate employment and are re-hired within twelve (12) months of separation shall have their prior seniority reinstated to the amount of time they had accrued prior to their separation and shall begin to accrue new seniority beginning on their date of rehire. Upon return, vacation bidding shall take place with the seniority reinstated from the date of return on and shall not retroactively affect approved vacation bid on during the employee's absence.

ARTICLE 10 **HOURS OF WORK**

1. **Hours of Work.** Full time employees may be assigned different length shifts but will be scheduled to work forty (40) hours in seven (7) consecutive days or one hundred sixty (160) hours worked in a twenty-eight (28) consecutive day pay period, in coordination with the FLSA work cycle, depending on position.

2. **Shift Rotation.** Bargaining unit members assigned to operations, or the Detention Facility, in non-specialized job assignments and shifts generally will rotate from days to nights and nights to days with their assigned teams once every calendar quarter.

ARTICLE 11 **SPECIAL ASSIGNMENTS**

1. **Recognized Special Assignments.** The following are full-time special assignments within the Mesa County Sheriff's Office: Civil, Crime Reduction Unit, Major Offender Task Force, Western Colorado Drug Task Force, Classification/Programs, Court Security, Investigations, Road Crew Deputy, Intelligence Unit, Real Time Crime Center, Professional Standards, Co-Response, K-9, Rural Area Deputy and School Resource Officer. The following are collateral duty assignments within the Office: Taser Instructor, Driving Instructor, Field Training Officer, Firearms Instructor, Use of Force Tactics Instructor, SWAT and/or other collateral duty established by the Sheriff or designee.

2. **Vacancy in Special Assignments.** When a vacancy occurs or a new position is created in any special assignment and is available to be filled, the Sheriff shall notify the FOP and all members of the vacancy via inter-Office email. The notification shall identify the position, identify the date on which the applications for the position must be received and to whom the applications for the position should be delivered, provide the entry qualifications for the position, and identify the process by which the position will be filled.

3. **Applications for Special Assignment Vacancy.** Bargaining unit employees shall submit their applications for vacant positions to the individual identified in the notification described in Section 2 within the time prescribed. The Sheriff shall thereafter conduct a competitive process for filling the position. The Sheriff may thereafter create an eligibility list from which the current and future vacancies in the special assignment will be filled. The eligibility list shall expire after twelve (12) months or until the list is exhausted. The Sheriff may decrease or increase the length of time the list is in effect.

4. **Selection for Special Assignment.** The Sheriff or his designee shall select the most qualified applicant after conducting a competitive process. Applicants may request feedback at the end of any process for a special assignment. The Sheriff's selection decision in this paragraph shall not be subject to Article 23 Grievance Procedure.

ARTICLE 12 **PROMOTIONS**

The Sheriff shall follow its promotional policy regarding promotions to the rank of Sergeant.

ARTICLE 13
ADMINISTRATIVE
INVESTIGATIVE PROCEDURES

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

2. **FOP Representatives.** Bargaining unit members shall be entitled to have an FOP representative present during any matters of Internal Affairs Investigation where the employee is the subject of the investigation or in any meeting that the employee reasonably believes could result in disciplinary action but does not include Supervisory Reviews. The FOP Representatives shall be available to address time sensitive matters within three (3) business days of the meeting being requested, unless otherwise agreed upon by the FOP and Sheriff. The FOP Representative shall not interfere with the purpose of the meeting. The Employee will not be entitled to an FOP representative if the meeting is designed for coaching as defined in the Sheriff's Department disciplinary policy. The FOP representative may be an attorney paid for at the employee's expense or a current employee designated by the FOP as a representative as chosen by the member that is not the employee's immediate supervisor. FOP will provide training to current employees should they be designated to ensure basic understanding of their role in investigations.

3. **Notice of Complaint.** A notice of complaint shall be prepared and provided to the accused bargaining unit member in any Internal Affairs Investigation as soon as possible but no less than forty-eight (48) hours prior to the member's Internal Affairs Interview. The notice shall include the allegations made against the member, a list of possible Code of Conduct or policy violations, any special procedures, and the member's rights and responsibilities relative to the investigation, including but not limited to their right to FOP representation.

ARTICLE 14
DISCIPLINE

The Sheriff has the statutory authority to appoint deputies and may revoke such appointments at will; except that the Sheriff shall adopt personnel policies, including policies for the review of revocation of appointments. Before revoking an appointment of a deputy, the sheriff shall notify the deputy of the reason for the proposed revocation and shall give the deputy an opportunity to be heard by the Sheriff. This Article is not subject to the Grievance Procedure contained in Article 28.

ARTICLE 15
HOLIDAYS

1. **Recognized Holidays.** Recognized holidays as designated by County consistent with State law.

ARTICLE 16
VACATION AND HOLIDAY LEAVE

1. **Sheriff Office employees (civilian & sworn) accrued vacation and holiday leave as follows:**

Years of Continuous County Service	Accrual Rate Hours Per Month
Beginning of 0 th month through end of 4 years	17.0037 per month
Beginning of 5 th year through end of 10 th year	19.0037 per month
Beginning of 11 th year through end of 15 th year	21.0037 per month
Beginning in the 16 th year	22.337 per month

2. **Maximum Vacation Accumulation.** Full time employees can accumulate up to four hundred eighty-eight (488) hours vacation leave.

3. **Minimum Annual Leave Increments.** Annual leave is not authorized in increments of less than one-fourth (1/4) hour for non-exempt employees, and one (1) day periods for exempt employees.

4. **Vacation Scheduling.** Requests for vacation must be submitted to the employee's immediate supervisor as far in advance of the proposed vacation as possible. The supervisor may approve annual leave for employees at times that will least interfere with the efficient operation of the department. Vacation may not be approved in excess of an employee's accumulated time.

5. **Termination Vacation Pay.** Employees who terminate employment are paid for the remaining balance of vacation leave.

6. **Rehire Placement.** Former regular employees who are rehired within twelve (12) months will be assigned an accrual which they previously held.

ARTICLE 17
SICK LEAVE

1. **Sick Leave Accrual Rate.** Full-time regular employees accumulate sick leave at the rate of ten (10) hours per month starting on the date of hire.

2. **Use of Sick Leave.** The use of Sick Leave shall be in accordance with the Colorado Healthy Families and Workplaces Act (HFWA).

3. **Additional Paid Leave During a Public Health Emergency.** In addition to the sick leave identified above, on the date a public health emergency is declared, Mesa County shall supplement each employee's accrued sick leave balance as necessary to ensure that an employee may have available to him/her the following amounts of Public Health emergency paid leave as outlined in the HR Manual.

4. **Maximum Sick Leave Accumulation and Pay Out at Termination.** Full time regular employees may carry over a maximum of one thousand four hundred and forty (1,440) hours at fiscal year-end. Any employee with over nine hundred and sixty (960) hours at termination will receive a pay out of one (1) hour of paid time for each one and a half (1.5) hours of sick time over nine hundred and sixty (960) hours up to a total of one thousand five hundred and sixty (1,560) hours. Employees who reach the yearly maximum of one thousand four hundred and forty (1440) hours can accrue up to another one hundred and twenty (120) hours through the year, but at the end of the calendar year the total hours allowed to be carried over to the next year will be one thousand four hundred and forty (1440) hours. (Maximum pay out: $1560 \text{ hours} - 960 \text{ hours} = 600 \text{ hours}$ divided by $1.5 = 400 \text{ hours}$ maximum pay out).

5. **Sick Leave During Vacation.** In the event an employee is hospitalized or confined due to prescribed outpatient care as a result of injury, illness, or disability while on paid vacation, the time will be charged to the employee's accumulated sick leave, provided proper documentation is submitted by the employee and the employee has accumulated sick leave available.

6. **Dental or Doctor Appointments.** Employees needing time for dental or doctor appointments during work hours will be charged time against accumulated sick leave for the time taken off, in increments of not less than one (1) hour, unless the Sheriff, or his/her designee, consents to a work schedule adjustment to make up for the time taken off.

7. **Death of an Employee.** Upon the death of an employee, the employee's final check will include payment for accumulated sick leave consistent per HR Manual.

8. **Forced to Cease Work Because of Illness, Injury, or Disability.** If an employee is forced to cease work because of illness, injury or disability which does not qualify for workers compensation benefits, the County may, compensate the employee the balance of the employee's available sick leave consistent with HR Manual prior to separation from County service, subject to Family Medical Leave Act provisions. For the purposes of this section, "Forced to cease work" means that the employee is unable to perform the job duties of the employee's present job and there is no job opening for which the employee is qualified and selected by the Sheriff, or his/her designee, to fill prior to the employee receiving payment of available sick leave. The cause of the employee's ceasing work must be certified by a physician, and the County may require that the employee be examined and tested by a physician and other medical professionals chosen by the County to determine whether or not the cessation of work is in fact subject to this section. The procedure may be initiated by either the County or the employee. The

decision that the employee qualifies under this section is the County's discretionary decision, and shall be made by the Human Resources Department subject to the approval of the County Administrator. The decision is not disciplinary and therefore not appealable nor is it subject to the problem-solving process under the HR Manual. This section is excluded from the Grievance Procedure contained in Article 28.

9. **Family Medical Leave Act.** Leave under the Family Medical Leave Act (FMLA) shall be in accordance with all applicable State and Federal law.

ARTICLE 18 **BEREAVEMENT LEAVE**

Employees shall be eligible for bereavement leave in accordance with HR Manual.

ARTICLE 19 **MILITARY LEAVE**

Eligible employees serving in the armed services shall be eligible for Military Leave in accordance with HR Manual.

ARTICLE 20 **TEMPORARY MODIFIED DUTY – WORKERS’ COMPENSATION**

Eligible employees, who are injured or develop a work-related illness while performing their duties, shall receive workers’ compensation in accordance with the foregoing, state law and the HR Manual.

ARTICLE 21 **WAGES**

On January 1, 2026, the pay scale provided, which constitutes a one and half percent (1.5%) raise over 2025 wages. Each year, employees will advance to the next step in the pay scale on the anniversary date of their date of hire until they reach the top step in the scale. Detention Deputy to Patrol Max Step as reflected in the attached.

ARTICLE 22 **OVERTIME AND OTHER PAID TIME**

1. **Work Period.** The designated work period for all employees covered by this agreement shall be defined as a FLSA period consisting of forty (40) hours in seven (7) consecutive days or one hundred sixty (160) hours in twenty-eight (28) consecutive days.

2. **Work Period Overtime Threshold.** Employees shall receive overtime compensation at one and one-half (1.5) times their regular rate of pay for all hours worked in excess of forty (40) hours in seven (7) consecutive days or one hundred sixty (160) hours in twenty-eight (28) consecutive days as defined by FLSA depending on position

and status. There shall be no duplication or pyramiding of overtime pay and employees shall not be paid more than once, for more than one reason or under more than one provision of this Agreement for the same hours worked.

3. **Schedule Adjustment Authority.** The department retains the authority to adjust an employee's work schedule within the same defined FLSA work period to offset overtime obligations incurred under Section 2. These adjustments must occur within the same FLSA-defined work period.

If the department fails to complete the schedule adjustment within the same FLSA work period, the employee shall be compensated at one and one-half (1.5) times their regular rate of pay for all qualifying overtime hours.

4. **Hours Worked.** Vacation leave shall count as hours worked in determining eligibility for overtime. No other leave time or paid or unpaid time off shall count as hours worked for purposes of calculating overtime.

5. **Out of Classification Pay.** Bargaining unit members who are assigned to work as the Acting Sergeant, Lieutenant or Command Staff for a duration longer than two (2) weeks, shall be paid at the rate of the first step on the respective rank's pay scale for all times spent in the acting position as a premium for all time spent working out of grade.

6. **Jury Duty.** Jury duty is a civic obligation. Employees called to report on a jury panel or required to serve on a jury will have the necessary time off with pay, provided the employee reimburses the County in an amount equal to the pay received as a juror. Such time off with pay is not charged to the employee. When a jury payment is made to an employee, the employee needs to sign over the payment to the County as the County does not deduct the hours from the employee's pay when they serve on a jury.

7. **Court Appearances – Not Work Related.** Employees who are not party to the action are authorized leave with pay to testify or appear in court if subpoenaed. Employees requiring time off to appear in court as a party or in the absence of a subpoena will have the time charged as authorized leave without pay or charged to their accumulated annual leave, at the discretion of the employee.

8. **Call-Back Pay.** Employees called back to work during a time other than their regularly scheduled work hours will be paid for the time actually worked, or two (2) hours, whichever is greater. This does not include being asked to come early to scheduled work hours or stay beyond your scheduled work hours.

9. **On-call Pay.** Employees working outside of Detentions shall receive two (2) hours at their overtime rate for each week that they are placed On-call.

ARTICLE 23
SPECIALTY PAY/COLLATERAL DUTY PAY

1. **Field Training Officer Pay.** Each year the Sheriff or his or her designee shall designate deputies to serve as Field Training Officers (FTOs). When assigned as an FTO, the employee shall receive a five percent increase above their regular hourly rate.

2. **K-9 Handler Compensation.** All employees who are assigned as K-9 handlers shall receive a five (5) percent increase to their regular rate of pay for time spent serving as a K-9 deputy or sergeant. In addition, the Sheriff's Office shall be financially responsible also professionally boarding the K-9 while the handler is on vacation time or when the handler is out of town.

ARTICLE 24
EQUIPMENT AND UNIFORM MAINTENANCE

1. Employees shall be provided with all required uniforms and equipment upon hire.

2. Deputies, sergeants, investigators, animal control, service technicians, and any other position receiving a uniform allowance as of December 31, 2025, shall be afforded a uniform expense of up to four hundred dollars (\$400) per calendar year for use in purchasing replacement uniform items and equipment.

ARTICLE 25
LINE OF DUTY DEATH

1. If a Mesa County employee dies in the line of duty, the county will reimburse the cost of COBRA for medical, dental, and vision benefits to the surviving spouse/partner and dependent children at no charge for a period of one year from the date of the employee's death.

2. A "Line of Duty" death is defined as an injury to any employee which occurs during the course and scope of one's employment and results in death. The death must result from the injury and cannot be considered as self-inflicted or the result of being under the influence of prescription or illicit drugs, and/or other substances including alcohol and marijuana. Natural deaths which occur while on duty do not qualify for COBRA reimbursement described in Section 1 of this Article.

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

ARTICLE 26
RETIREMENT

Mesa County is a participant in the retirement plan adopted by the Colorado Retirement Association (CRA). All eligible employees are required to join the retirement plan effective on the employee's hire date and become vested after three years of employment from their hire date. The County and the Employee shall each contribute from the employee's annual salary the following total from each employee paycheck to the 401(k) plan and will match up to the below percentage of the employees pay, based on years of service, in a 457 plan should the employee elect to contribute effective January 1, 2026. Employees waive market gain from ratification through implementation of the match adjustment.:

a. 401(a) Plan (Mandatory):

County Contributions: 3% of the employee's annual salary
Employee Contribution: 3% of the employees' annual salary

b. 457 Plan Pre-Tax (Optional)

County Contributions: The County will match up to the following based on years of service to the 457 plan:

Years of Continuous Employer Service	County Match
Beginning of 0 th month through end of 3 years	2%
Beginning of 4 th year through end of 5 th year	3%
Beginning of 6 th year through end of 6 th year	4%
Beginning in the 7 th year	5%

ARTICLE 27
GRIEVANCE PROCEDURE

1. **Filing.**

a. Any non-probationary employee may file and process grievances in strict conformity with the procedure and provisions of this Article.

b. Any aggrieved employee may seek the assistance of the FOP in preparation and presentation of a grievance. However, any employee may seek redress or adjustment of grievances or complaints by discussion within the chain of command and without the necessity of consulting with the FOP or involving a FOP representative in such discussion; provided, however, that any resolution is not inconsistent with this Agreement.

c. At any step short of arbitration, the employee may request to be assisted by an FOP representative. Any grievance that proceeds to arbitration must be approved by the FOP.

d. Wherever the word “days” is used in this Article and is not otherwise specified, that word shall mean calendar days.

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

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

A “grievance” is defined as a dispute or difference of opinion raised by an employee or the FOP concerning the interpretation or application of the express provisions of this Agreement. A grievance shall not include a claim relating to an alleged violation of Article 5 of this Agreement; the subject of disciplinary action, Article 11, Specialized Assignments, Article 14, Discipline, Article 17, section 8, the Sheriff’s exercise of their statutory authority or obligation, the Board of County Commissioners exercise of their statutory authority or obligation, or a claim of discrimination, harassment, failure to accommodate, or retaliation, which shall be reported, investigated and resolved in accordance with the procedures established by the Employer for such matters.

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

- i. The matter complained of;
- ii. The date(s) on which the matter complained of occurred;
- iii. The individuals involved;

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

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

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

a. The grievance form must be presented to the Division Chief or his or her authorized designee, in written form, in accordance with the conditions set in the Definitions Section of this Article, within fourteen (14) calendar days from the first date on which the incident or event giving rise to the grievance occurred. After the grievance is presented to the Division Chief, the Division Chief shall give his or her written answer to the grievance within fourteen (14) calendar days from the date the grievance was filed.

b. If the employee is not satisfied with the answer provided by the Division Chief, the employee may request a meeting with the Undersheriff, or his or her designee, to hear such grievance, provided that the request is made in writing, signed by the employee, co-signed by the President of the FOP, and presented to the Undersheriff within seven (7) calendar days of the date of the Division Chief's answer and the previous step of the procedure. The Undersheriff, or his or her designee, shall answer the grievance in writing within seven (7) calendar days of the date on which the meeting was held.

c. If the employee is not satisfied with the answer of the Undersheriff, he or she may request a meeting with the Sheriff, or his or her designee, provided that such request is presented to the Sheriff within seven (7) calendar days of the date of the written answer provided by the Undersheriff or his or her designee. The Sheriff or his or her designee, shall answer the grievance in writing seven (7) calendar days of the date the meeting was held.

d. If the employee is not satisfied with the answer provided by the Sheriff or his or her designee, the FOP may request advisory arbitration of the dispute within fourteen (14) calendar days of the date the Sheriff or his or her designee, rendered the decision.

e. Promptly after receiving demand for arbitration, the parties shall attempt to agree upon an impartial arbitrator to hear the dispute. If the parties are unable to agree upon an arbitrator within fourteen (14) calendar days, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Sheriff and FOP shall have the right to alternatively strike names from the panel with the party requesting arbitration striking the first two (2) names and FOP commencing the striking. The person remaining shall be the arbitrator. The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of the Sheriff and FOP representatives. The Sheriff and FOP have the right to request the arbitrator to require the presence of witnesses and/or documents. The Sheriff and FOP retain the right to employ legal counsel.

4. **Binding Arbitration.**

a. **Authority of the Arbitrator.** The arbitrator shall have no authority or jurisdiction to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provision(s) of the Agreement. The arbitrator shall be empowered to issue a decision concerning only the issue raised by the grievance as submitted in writing at Step 3(b), above. The arbitrator shall have no authority or jurisdiction to render a decision on any issue not so submitted or raised. The arbitrator shall be without power to render a decision which is in any way contrary to or inconsistent with applicable laws, Sheriff Office policies, or Sheriff's rules and regulations that have the force and effect of law. If the decision or award of the arbitrator is rendered within the limitation of this Section, it shall be binding upon the Sheriff, FOP, the grievant and the employees covered by this Agreement.

b. The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of the briefs by the parties, whichever is later. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.

c. **Expenses of Arbitration.** The fees and expenses of the arbitrator and the cost of a written transcript shall be divided equally between the Sheriff and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

5. **Time Limits.** No grievance shall be entertained or processed unless it is submitted at Step 3(a), above, within fourteen (14) calendar days after the first occurrence of the event giving rise to the grievance. If a grievance is not presented or appealed within the time limits set forth above, it shall be considered "waived" and may not be further pursued by the employee or the Union. If a grievance is not appealed to the next step within the specific time limit or any mutually agreed extension in writing, it shall be

considered settled on the basis of the Sheriff's last answer. If the Sheriff does not answer a grievance or an appeal thereof within the specified time limits, the FOP may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. If mutually agreed upon in writing, the parties may waive one or more steps in the grievance procedure.

6. Miscellaneous Provisions.

a. No reprisals shall be taken against any participant in any grievance procedure because of such participation.

b. Any grievant may, upon request, be represented at any level of this grievance procedure by a representative of the FOP or its counsel, with the approval of the FOP, but no employee may be represented by any representative of any employee organization other than the FOP.

c. The processing of any written grievance filed under this Agreement shall be, whenever reasonably possible, during non-working time of the aggrieved employee and the FOP representative involved, if any.

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
EXCLUSIVENESS OF THE AGREEMENT

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

The County, Sheriff and the FOP, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the County and the Sheriff's exercise

of its rights as set forth herein on wages, hours or terms and conditions of employment. In so agreeing, the parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

The County and Sheriff are committed to fulfilling all of its financial obligations to the Employees for the entirety of this Agreement. Notwithstanding the above or any other provision in this Agreement, in accordance with Article X, Section 20 (TABOR) of the Colorado Constitution, nothing in this Agreement shall constitute a multiple fiscal year obligation, and any fiscal obligation of the County or Sheriff is subject to the BOCC's annual appropriation of funds. Any failure of the BOCC to annually appropriate adequate monies to provide for the County and Sheriff's fiscal obligations shall terminate any such obligation at such time as the then-existing appropriations are depleted. The Sheriff or designee shall immediately notify the FOP in writing, if during the course of the Sheriff's annual budget preparation the Sheriff or designee reasonably believes the County will be unable to appropriate adequate monies to meet the Agreement's fiscal obligations. Concurrent with such notice, the Sheriff shall also enter into good faith negotiations with the FOP regarding measures to address the potential impact of non-appropriation.

ARTICLE 30
APPLICABILITY OF EMPLOYER POLICY

In the event of a conflict between this Agreement and the applicable County or Sheriff's Office Policies, as they may be changed from time to time, this Agreement shall govern. In the event that an issue is not addressed in this Agreement, but is addressed in Employer Policy, Employer Policy shall govern.

ARTICLE 31
TERM

This Agreement shall be effective at midnight on January 1, 2026 and shall terminate at 11:59 p.m. on December 31, 2028.

Executed this 3rd day of February, 2026, after ratification first by the FOP membership and receipt of official approval by the BOCC and the Sheriff.

The individuals signing hereon are properly authorized to execute this Agreement on behalf of the interested parties.

Dated this 3rd day of February, 2026.

Mesa County Board of County Commissioners on behalf of Mesa County

By: _____
James "JJ" Fletcher
Chair

Mesa County Sheriff's Office

By: _____
Sheriff Todd Rowell

Fraternal Order of Police, Lodge #75 (FOP)

By: _____