2020
DENVER POLICE LIEUTENANT
EXAMINATION

Study Material
For
Written Test

170 pages
(including intentionally blank pages and excluding cover)
### Operations Manual

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SECTION A

DENVER POLICE DEPARTMENT

OPERATIONS MANUAL
5.00 GENERAL DUTIES AND RESPONSIBILITIES OF COMMAND OFFICERS (SWORN RANK OF LIEUTENANT OR HIGHER)

SOME OF THE FOLLOWING DUTIES AND RESPONSIBILITIES ARE NOT APPLICABLE TO ALL COMMAND OFFICER ASSIGNMENTS.

IN ADDITION TO THE DUTIES OF SWORN OFFICERS AND SUPERVISORS (APPLICABLE FUNCTIONS MAY APPROPRIATELY BE HANDLED BY, OR DELEGATED TO LOWER LEVEL RANKS), COMMAND OFFICERS WILL:

5.01 MISSION, VISION AND VALUES
Be guided by the mission, vision, values, and goals of the department as the foundation for their decision making, management, and leadership of their commands.

5.02 DIRECT SUPERVISION AND CONTROL OVER OFFICERS AND CS EMPLOYEES:
Subject to the orders of the Chief of Police and their immediate supervisor, be responsible for direct supervision and control over all officers and CS employees assigned to their command. They are responsible for efficiency and effectiveness, and will coordinate the functions and activities of units under their command. They will promote harmony among their personnel, and are responsible for the cooperation of their command with all other bureaus, districts, divisions, sections, and units.

5.03 DELEGATION DURING ABSENCE:
Ensure that during their absence, a competent officer (generally holding the next highest grade) will assume temporary command within their district, division, shift, section, or unit.

5.04 ASSIGNMENT OF OFFICERS:
Without specific instructions establish or cause to be established the required details and assignments necessary to carry out the functions of their command. They will be guided by the number of available officers and necessity for assigning officers where they will be the most useful and efficient. They will approve period details to assure that they are adequately supervised and that the assignments are properly filled.

5.05 MAKING ACTING ASSIGNMENTS:
Assign an officer temporarily to the duties of an employee of higher grade as needed.

5.06 COMPLIANCE WITH OPERATIONS MANUAL:
Not countermand the operations manual without sufficient reason.

5.07 RESPONSE TO EMERGENCIES OR SERIOUS/UNUSUAL OCCURRENCES:
When on-duty or on-call and notified, respond to any emergency or occurrence of a significantly serious or unusual nature within their area of responsibility, in accordance with the operations manual. If their presence at the office would be of more value, they will ensure a subordinate officer takes command at the scene. They will also, whenever possible, respond when their personnel are involved in controversy or serious occurrence.

5.08 SERVICE OF SUBPOENAS:
Be responsible for, or delegate the prompt service of all hard copy official notices of subpoenas to subordinates which may be sent to them by proper authority.

5.09 RESPONSIBILITY FOR FACILITIES AND EQUIPMENT:
Be responsible for the good order and sanitary condition of departmental buildings and resources within their command. They are responsible for the proper care, economical use, efficiency and serviceability of departmental property issued or assigned to personnel of their command.

5.10 PROBATIONARY OFFICER PERFORMANCE EVALUATIONS:
Ensure that first line supervisors have created an evaluation for each probationary officer and are making at least one journal entry per work period. Concerns about performance or suitability of the probationary officer for continued employment will be documented within the performance
evaluation system and the commanding officer's immediate supervisor will be kept informed.

5.11 **ANALYSIS OF CRIMINAL, TRAFFIC AND OTHER TRENDS:**
Be responsible for analysis of criminal, traffic and other trends, and evaluating the effectiveness of techniques and procedures used to address such issues within their area of responsibility.

5.12 **CORRESPONDENCE, REPORTS AND RECORDS:**
Be responsible for preparation of required correspondence, reports, and maintenance of records relating to the activities of their command.

5.13 **PREPARING FOR ANNEXATIONS:**
Upon receiving plats of territories to be annexed to the City and County of Denver, review and discuss needs in providing police service to the annexed area. Command officers will make a thorough investigation and analysis to determine challenges and staffing needs to deter crime and provide police service. Issues to be addressed include but are not limited to future police service needs, and acquainting the community in the new areas to be annexed with available police services. A final written report with recommendations will be forwarded through the chain of command to the Chief of Police.

11.00 **DUTIES AND RESPONSIBILITIES OF LIEUTENANTS (COMMAND RANK)**
**IN ADDITION TO THE DUTIES OF ALL SWORN OFFICERS, SUPERVISORS AND COMMAND OFFICERS (APPLICABLE FUNCTIONS MAY APPROPRIATELY BE HANDLED BY, OR DELEGATED TO LOWER RANKS), LIEUTENANTS WILL:**

11.01 **ASSISTING COMMANDER OR CAPTAIN:**
Under the supervision of a commander or captain, act as an assistant during the commander's or captain's tour of duty. In the absence of a commander or captain, the senior ranking lieutenant will be in charge of the division, district, bureau, section, or unit unless otherwise directed.

11.02 **ACTING DUTIES:**
   a. During the prolonged absence of the captain or commander, a lieutenant may be designated as acting captain or commander.
   b. Arrange sergeants' days off and vacation schedules in an attempt to ensure that a sergeant is available to serve in an acting lieutenant capacity when necessary.

11.03 **ADMINISTRATIVE, SUPERVISORY AND OPERATIONAL DUTIES:**
Complete administrative, supervisory, and operational duties as assigned by their immediate supervisor or superior officers.
105.04 SHOOTING BY AND/OR OF POLICE OFFICERS

(1) POLICY:

When any law enforcement officer (regardless of agency or department) discharges a firearm in the City and County of Denver at a person (regardless of whether death or injury occurs) there will be an immediate emergency and investigative response. These procedures also apply when investigating the death or serious injury of a law enforcement officer.

(2) DENVER 911 NOTIFICATION:

Denver police officers involved in or becoming aware of any police shooting will immediately notify the police dispatcher via police radio. Officers will ensure that any critical information affecting the safety of responding officers and the public is communicated via police radio so that all affected personnel may monitor and react accordingly.

- When communicating additional or sensitive information, officers may request an l-call to reduce the number of persons monitoring the broadcast information.
- Denver 911 records all radio and telephone conversations and provides them upon request for use in an investigation.
- It is the responsibility of the Denver 911 Center to notify the appropriate resources, divisions, and personnel in accordance with their protocols.

(3) PROCEDURES WHEN HANDLING PERSON / OFFICER WOUNDED BY GUNFIRE:

a. Once it is safe to approach the suspect, officers will handcuff, search the individual thoroughly and take control of any weapon(s) within their immediate vicinity. When the suspect poses no further risk to officers or bystanders, officers will remove the handcuffs and when appropriate, they should render first aid to their level of training without any unreasonable delay.

b. If safety allows, weapons should be maintained where they are found and handled as little as possible. Gloves (latex or suitable substitute with the same qualities) will be used to handle the weapon(s) to protect any evidentiary value. If there is a need to render the weapon safe, all rounds must be accounted for and collected as evidence. Officers will ensure the chain of custody and security of the weapon is established and maintained.

c. If any possibility of life exists, ensure transport of the individual/officer to a hospital without delay.

d. One officer should accompany the victim (dead or alive) to the hospital and should note any statements made, take possession of clothing or other evidence, and protect personal property.

e. The Denver Sheriff Department will be notified when placing a hold order on any individual.

f. If the victim is a law enforcement officer, notify his/her commanding officer who will arrange for an officer guard. See OMS 505.10 (5).

(4) RESPONSIBILITIES OF RANKING OFFICER AT THE SCENE OF A POLICE SHOOTING INCLUDE, BUT ARE NOT LIMITED TO:

a. Protect the crime scene per OMS 301.01.

b. Determine what occurred through civilian or officer witnesses at the scene. If there are no civilian or officer witnesses present, ask the involved officer for general information that will indicate the area to protect and the evidence sought.

c. Ensure that officers identify, separate, and obtain written statements from all civilian witnesses. The investigative team will review all statements and determine the need for additional detail or recording of the statement. The investigative team will obtain statements from all officer witnesses.
d. Ensure that the involved officer maintains his/her firearm in its condition at the conclusion of the shooting event, making no changes to the firearm except to render it safe and holster his/her handgun or safely stow a long weapon.

1. Empty magazines, spent shell casings, etc., will remain where deposited. The Crime Scene Unit will document and collect these items during crime scene processing.

2. The involved officer will maintain custody of his/her firearm until relinquished to Forensics and Evidence Division personnel, who will arrange to loan the officer a replacement firearm. An investigating officer from the Homicide Unit will document this transfer. Once tested, only the assigned Homicide Unit detective or a Homicide Unit supervisory officer will release the officer’s firearm.

e. Assign a supervisory officer to sequester and transport the involved officer to headquarters and remain with him/her until relieved. Officers and supervisors will not review the officer’s BWC video.

   • Only individuals assigned to the multi-agency investigative team, the officer’s commander and division chief, the Deputy Chief of Police, the Chief of Police, the officer’s attorney, and the Denver District Attorney or a deputy district attorney may have access to the officer while sequestered. The Commander of the Major Crimes Division, the Division Chief of Investigations, the Deputy Chief of Police, or the Chief of Police must approve all other access.

f. Provide the dispatcher and responding investigative team with all available information.

g. Assist and follow the directions of the senior member of the Major Crimes Division in compliance with OMS Duties and Responsibilities 9.04.

h. Assign an officer to complete a General Occurrence report (GO).

1. When an officer discharges his/her firearm and wounds a suspect or other person the title will be “SHOOTING BY A PEACE OFFICER.”

2. When a suspect shoots and wounds an officer, the title will be “ASSAULT ON A PEACE OFFICER.”

3. When the shooting results in the death of any person/officer, the title is “HOMICIDE.”

4. When an officer discharges a firearm causing injury or death, any individual struck by gunfire is reported as the victim and the involved officer as the person reporting.

5. Officers will leave the suspect section blank and keep the narrative section brief.

i. In consultation with the command officer in charge of the investigation, complete an After Action Report (DPD 286), routing copies as appropriate including the Homicide Unit and elsewhere as required. Attach a copy of that day’s personnel detail(s) for all districts and other units whose personnel covered the scene.

j. Ensure completion of a Use of Force Report (DPD 12) in accordance with OMS 105.03:

1. Use the front of the form to report the appropriate information. The narrative on the reverse side may indicate, “See After Action report.”

2. Attach a copy of the After Action report to the Use of Force report. Forward the original Use of Force report to the Internal Affairs Division, with one copy to the affected division commanders and division chiefs, and one copy to the Deputy Chief of Police.

k. Ensure that ALL employees who respond to the scene, or assist in any way, submit individual statements detailing their duties and observations to the investigative team prior to going off duty.

(5) MULTI-AGENCY JOINT INVESTIGATION:
The investigation, evaluation, and review of an in-custody death or shooting by or of a peace officer, is a joint endeavor between the Denver Police Department, the Aurora Police Department, and the Denver District Attorney’s Office (multi-agency investigative team). In addition, if an officer intentionally fires his/her weapon, regardless of whether a person is struck, the multi-agency investigative team will investigate and
review the incident. The Commander of the Major Crimes Division (or designee) is in command of the investigation into incidents occurring within the City and County of Denver. The Major Crimes Division, as part of a multi-agency investigative team, will assist the Aurora Police Department with investigations of officer-involved shootings occurring within their jurisdiction.

All appropriate investigative methods, techniques, protocols, and reporting, including but not limited to the following, will be employed:

a. Completely process and document the crime scene using diagrams, photographs, and video recordings in accordance with crime scene protocols outlined in OMS 301.01.

b. Investigating officers will document statements as soon as practical following the shooting. Methods of documentation include those written, audio recorded, or video recorded at the discretion of the investigative command officer in consultation with the Denver District Attorney’s Office.

c. The officer(s) involved in the shooting may have an attorney present for legal assistance. Investigating officers will advise the involved officer in accordance with the Officer Advisement in Police Shootings form (DPD 759).
   - The Miranda Warning, Internal Affairs Division Garrity Advisement, or ordered statements under City Charter 42-30, will generally not occur unless evidence supporting a crime or serious department rule violation exists.

d. The Division Chief of Administration (or designee) will act as a liaison for the Office of the Independent Monitor (OIM) during the investigation of officer incidents involving members of the Denver Police Department, Denver Sheriff Department, and the Denver Fire Department’s certified arson investigators.
   - The Internal Affairs Division will participate in the investigation only at the request of the Commander of the Major Crimes Division (or designee), the Division Chief of Investigations, the Deputy Chief of Police, or the Chief of Police. This participation only involves cases where there is information or evidence of a crime or serious rule violation.

e. All media inquiries will be managed by the communications director in consultation with the Commander of the Major Crimes Division (or designee).

f. The decision to file criminal charges for police shooting cases is solely the responsibility of the district attorney’s office having jurisdiction.
   - The Denver District Attorney will inform the Chief of Police, in writing, of the decision following the completion of the criminal investigation and a thorough review of the case.

g. The Executive Director of Safety is responsible for the final administrative review of police shooting incidents.

(6) CONSIDERATIONS FOR AN INVOLVED OFFICER FOLLOWING INVESTIGATION OF A POLICE SHOOTING/Critical INCIDENT:

a. When death occurs, the officer will be removed from any line duty assignment, pending the results of an administrative review.

b. When death results from any officer involved use of force, an in-custody death, or death which occurred as a direct result of police action, and the Major Crimes Division investigates the occurrence as a critical incident, the following will occur:
   1. The Commander of the Major Crimes Division will contact Police Psychological Services and provide the name and phone number of involved officers. Police Psychological Services will contact the officer(s) and schedule an appointment.
Absolute confidentiality exists, and the officer(s) has the option of not discussing anything he/she does not wish to with Psychological Services.

c. The division/district commander (or designee) of personnel involved in a shooting incident will notify the officers of the above provisions. If after two days, Psychological Services has not been able to contact the officer, Psychological Services will notify the Commander of the Major Crimes Division who will provide for such arrangements. No other exchange of information will occur before the appointment without the express written consent of the officer.
107.04 SEARCH AND SEIZURE OF ELECTRONIC RECORDING DEVICES

(1) PURPOSE:
This policy provides officers with guidance for situations in which they become aware of electronic recordings of serious crimes or police activity, to include videotaping, audio taping, and/or digital methods of recording, by members of the public or the media.

(2) DEFINITIONS:
Recording: Capturing of images (still or video), audio, or both, by means of a video camera, cell phone, audio recorder, or other device.

Media: The storage source for visual or audio recordings, whether by film, analog, or digital means.

(3) RIGHTS OF THE PUBLIC TO OBSERVE AND RECORD POLICE ACTIVITIES:
Members of the public, including but not limited to media representatives and bystanders, have a First Amendment right to observe and record officers in public places, as long as their actions do not interfere with the officer’s duties or the safety of officers or others. Officers should assume that they are being recorded at all times when on-duty in a public space.

There are additional federal protections - Privacy Protection Act, 42 U.S.C. 2000aa(a) for persons who are creating work product for dissemination to the public – for example: video footage for a web site, newscast, etc. See section (5) g. of this policy.

a. Persons who are in public spaces or locations where they have a legal right to be present—such as their home, a place of business, the common areas of public and private facilities and buildings, and areas such as parks and sidewalks generally, have a First Amendment right to record things in plain sight or hearing, to include police activity.

b. Officers may not threaten or intimidate individuals who are recording police activities, nor will any officer discourage or interfere with the recording of police activities. However, the right to observe and record is not absolute and is subject to legitimate and reasonable time, place, and manner restrictions imposed by officers at the scene:

1. Persons recording police activities are generally allowed to be in the same location as other members of the public. If a person recording police activities is interfering with the ability of officers to perform his or her duties or poses a safety or control risk, officers should clearly communicate this to the person and ask the person to move to another reasonable location before any enforcement action is taken. Verbal advisements by officers may prevent the need for police action.

2. It is up to the discretion of the officers who are engaged with the person who is recording to determine the location where the individual is required to move, and will be based upon the totality of the circumstances and must be reasonable based upon such circumstances.

3. Persons engaged in recording activities may not interfere with or obstruct police actions. For example, individuals may not interfere through direct physical intervention, tampering with a witness, or by persistently engaging an officer with questions or interruptions as a means of obstruction. Recording and/or overt verbal criticism, insults, or name-calling may be distracting or offensive, but does not of itself justify an officer taking corrective or enforcement action, or ordering that recording be stopped. To do so would be an infringement on an individual’s right to protected speech.
4. A person may not attempt to enter any crime scene, private property, or other location under lawful police control and/or not normally accessible to the general public.

5. A person may not threaten any other person by words or actions.

6. A person may not interfere with the enforcement of law, ordinance or traffic code.

7. A person may not attempt to incite an immediate breach of the peace or incite others to commit a violation of the law.

8. Recording must be conducted in a manner that does not unreasonably impede the movement of emergency equipment and personnel or the flow of vehicular or pedestrian traffic.

9. The safety of officers, victims, witnesses, the person recording the activities, and third parties cannot be jeopardized by the recording party. Protections also extend to other individuals' privacy rights, such as the need to protect a victim (for example: sexual assault, child abuse) or confidentiality (such as the identity of a confidential informant or undercover officer). In such cases a person who is recording may be asked to leave the immediate area of the individual being recorded (or a large perimeter could be established).

(4) ARRESTS - OFFICER AND SUPERVISOR RESPONSIBILITIES:

a. Persons who violate the foregoing restrictions should be informed that they are interfering with safety, control, and/or the officer's ability to perform his or her responsibilities and advised as to acceptable alternatives (such as moving back to another reasonable location determined by the officer's discretion) and given a reasonable opportunity to comply, when appropriate, prior to taking any additional action, including making an arrest.

b. An arrest of a person who is recording officers in public will be related to an objective, articulable violation of the law unrelated to the act of recording. The act of recording does not, in itself, provide grounds for detention or arrest.

c. Detention or an arrest of an individual does not provide an exception to the warrant requirement justifying search of the individual's recording equipment or media. While equipment may be seized incident to an arrest, downloading, viewing, or otherwise accessing files or images requires a search warrant. Files and media will not be erased under any circumstances.

d. When reasonably possible, officers will notify a supervisor of any incident in which an individual recording police activity is going to be, or will most likely be, arrested. Supervisory response and approval is preferable prior to a physical arrest (when reasonably possible) and required before transport and processing.

e. Supervisors will ensure that proper procedures are followed in all situations involving the detention or arrest of a person who was recording during an incident, including individuals who were recording officers. In the event of an arrest, officers will note in their probable cause statement the name of the supervisor who gave authorization for the arrest. When a supervisor declines approval for an arrest, the officer(s) will note the supervisor's name on their log sheet. If the officer did not seek a supervisor's approval prior to the arrest, the officer should explain why such notification was not reasonably possible.
(5) SEARCH AND SEIZURE OF RECORDING DEVICES AND MEDIA – OFFICER AND SUPERVISOR RESPONSIBILITIES:

a. Warrant requirement:

Absent the arrest of the recording party, recording equipment and media may not be confiscated without a warrant or exigent circumstances. Additionally, officers may not order an individual (whether or not in custody) to show recordings of a potential crime, enforcement actions, or other police operations. When consent is not granted or available, a warrant must be obtained or there must be a clear exigency in order to examine and/or copy a recording. The chain of custody and exigency must be clearly documented on a GO report.

b. Request for consent:

If there is probable cause to believe that evidence of a serious crime has been recorded, an officer may advise and receive instructions from a supervisor. At their own discretion or at the direction of a supervisor, a request for consent to search and/or seizure of the recording equipment or media may be initiated by the officer. At no time will any department personnel implicitly or explicitly coerce consent for search and/or seizure of equipment or recorded material.

c. Verbal consent procedures:

When an officer desires only to view recorded material (without seizing equipment or media) and seeking written consent is not reasonably practical, verbal consent may be sought. When seeking verbal consent, the officer must advise the person in possession of recorded material that consent is voluntary, and that they have the right to refuse. The reason why it was not practical to obtain written consent must be clearly documented and the officer will use his or her body camera to record the conversation during which verbal consent was obtained or refused.

d. Written consent procedures:

When reasonably practical, officers must seek written consent to search and/or seize a recording or media. Prior to conducting a search and/or seizure, officers will complete a Consent to Search and Seize a Cell Phone, Tablet, PDA, Computer, or Electronic Storage Media (DPD 812). The form should be explained in entirety to the involved person. The person with the recorded media and a witness must sign the form prior to a search and seizure and the officer will use his or her body camera to record the conversation during which the form for written consent was explained.

1. If a search with consent is conducted at the scene, every reasonable effort will be made to limit the scope to data, images or videos specific to the investigation. Photographs, data or other recordings unrelated to the scope of the search will not be intentionally viewed.

2. If a forensic search by the Investigative Technology Section is necessary, due to technology limitations, all data from the device may become visible to the examiner. A forensic search of media will not be limited to a specific file, image or video. To the degree possible, personnel conducting a forensic search will attempt to identify and extract files or data specific to the investigation.

3. In all instances of surrendered or seized equipment and/or media, the officer taking custody will give the bystander his/her business card, noting on it a description of the property received, CAD number, and the date, time and
location. The officer will inform the person that such property will be retained for a reasonable period of time until no longer needed for court or evidentiary purpose.

4. As an alternative to obtaining verbal or written consent to physically seizing equipment or media (when reasonably practical and appropriate) the officer may request that the person in possession voluntarily transmit (while in the presence of the officer) the images, files, or sound via an Axon Citizen invitation. The officer should wait a reasonable period of time to verify that the Axon Citizen invitation was received.

5. When equipment or media is consensually seized for later examination, items will be processed according to Evidence and Property Section procedures and the officer will complete a Technical Electronic Support Unit Request Form (DPD 745) in addition to other required reports.

e. Procedures when consent is not granted:
A supervisor will respond to the scene of any incident when there may be a need to search or seize recording equipment or media without a warrant or lawful consent.
(NOTE: This does not include arrests where possession of recording equipment or media is unrelated to the offense charged and will not be searched — for example; a person in possession of a cell phone with no evidentiary value is arrested for a warrant).
The supervisor will ensure that the following actions are completed:

1. The supervisor will ask the person in possession of the recording if he/she will consent to voluntarily and temporarily relinquishing the recording device or media so that it may be viewed and/or copied as evidence. At no time will department personnel implicitly or explicitly coerce consent for search and/or seizure of equipment or media. If verbal consent is given, procedures outlined in Section (5) c. of this policy will be followed.

2. Absent consent, the supervisor will evaluate whether there is sufficient cause to seize the equipment or media for immediate search, or to seize the equipment or media for a search subsequent to issuance of a warrant. Exigent circumstances and procedures outlined in Section (5) f. of this policy will be followed in making this decision. All other applicable procedures contained in this policy will also be followed. If the equipment or media is not seized, a warrant may be sought at a later time.

3. In all instances of seized equipment and/or media, the officer taking custody will give the bystander his/her business card, noting on it a description of the property received, CAD number, and the date, time and location. The officer will inform the person that such property will be retained for a reasonable period of time until no longer needed for court or evidentiary purpose.

4. When equipment or media is seized for later examination, items will be processed according to Evidence and Property Section procedures and the officer will complete a Technical Electronic Support Unit Request Form (DPD 745) in addition to other required reports.

f. Exigent Circumstances:
Officers must clearly and thoroughly articulate exigent circumstances. Exigent circumstances do not apply when recorded media is thought to contain images of police
activity only, in which case recordings may be accessed only through voluntary consent or a warrant. Exigent circumstances related to recordings of evidence of a serious crime are as follows.

When objectively reasonable grounds exist to believe:

1. That immediate viewing of recordings is necessary to prevent death or serious bodily harm of another before a warrant can be authorized, the recording device or media may be confiscated and viewed. When circumstances permit, a supervisor will be consulted prior to confiscation and viewing. Even with this exigency, photographs, data or other recordings not related to the exigent purpose will not intentionally be reviewed; or

2. That the recording will be destroyed, lost, tampered with, or otherwise rendered useless as evidence before a warrant can be obtained, the recording device or media may be temporarily confiscated. A supervisor will be consulted and have final authority concerning the seizure of equipment or media. In cases where equipment or media is seized for later examination with a search warrant, items will be processed according to Evidence and Property Section procedures; or

3. That a device contains evidence of a serious crime and there is probable cause to believe that the owner or someone else has the immediate capacity to remotely erase its contents, an officer may conduct a search. When practical, a supervisor will be consulted for authorization to conduct an immediate search of equipment or media. Even with this exigency, photographs, data or other recordings not related to the investigation will not intentionally be reviewed.

g. Federal Privacy Protection Act exceptions – material recorded for public dissemination:

When an officer reasonably believes that recordings are being made for the purpose of dissemination to the public, such as news footage, publication on a web site, in a newspaper, book, broadcast, etc., the Privacy Protection Act of 1980 42 U.S.C. §2000aa, restricts use of search warrants and instead generally requires a subpoena.

In the following rare and fact specific situations, a subpoena is not necessary to seize the device but a search warrant is required to view the recordings unless exigent circumstances are present (See Section f. of this policy):

1. There is reason to believe that the immediate seizure of such materials is necessary to prevent death or serious bodily injury; or

2. There is reason to believe that the time necessary to obtain a subpoena would result in destruction, concealment, or alteration of the materials; or

3. There is probable cause to believe that a person possessing such materials has committed or is committing the crime to which the materials relate (for example, child pornography).

Unless one of these exceptions applies, officers are advised to instead write a detailed GO report, titled “LETTER TO DETECTIVE” for follow up with the Denver City or District Attorney’s Office. Civil damages can be the result of violating this Act.

h. Whenever a recording device or media is seized without a warrant or obtained by consent, the item will be held in police custody no longer than reasonably necessary for officer(s), acting with due diligence, to obtain a warrant. The device or media must be returned at the earliest possible time and its owner/operator given instruction on how it can be retrieved.
(6) **ABANDONED RECORDING DEVICE OR STORAGE MEDIA:**

a. When an officer finds or is given an abandoned cell phone, camera, electronic storage device, etc., the officer will take the item to the Evidence and Property Section and follow procedures regarding Personal and Found Property. Officers have the same responsibility to safely return a cell phone, camera, electronic storage device, etc., to its rightful owner as with any other item that is not contraband or a weapon.

b. The inventory search at the Evidence and Property Section is limited to only the identifying information within the device in order to complete a Property Owner Notification Card (DPD 351).
117.01 BILL OF RIGHTS (SWORN OFFICERS ONLY)

(1) EXERCISING RIGHTS:
No officer will be disciplined or discriminated against with regard to his/her employment, or be threatened with any such treatment, by reason of his/her exercise of the rights granted in this Police Officer's Bill of Rights.

(2) DISCRIMINATION:
Police officers will not be discriminated against or penalized in regard to their employment because of actual or perceived race, color, creed, national origin, ancestry, sexual orientation, physical or mental disability, age, gender/sex (including pregnancy, childbirth, or caregiver status), marital status, military status, religion, political affiliation, or any other basis protected by federal, state, or local law or regulation or for any reason not related to performance or the ability to perform as professional police officers.

(3) NOTIFICATION:
No officer will have any comment adverse to his/her interest entered in the Performance Evaluation System or personnel file without having the opportunity to read and sign the instrument containing the comment. The officer may, within thirty (30) days of learning of the adverse comment, file a written response to be attached to the adverse comment.

(4) PRIVACY:
No locker or other space for storage that is provided by the department and assigned to an officer will be searched except:
- in the officer's presence, or
- with the officer's consent, or
- unless a valid search warrant has been obtained, or
- when notification has been made that a search will be conducted.

(5) POLITICAL ACTIVITIES - GENERAL:
No officer will be prohibited from engaging in political activities, except for those restrictions provided by law and departmental procedures governing off-duty employment and except when on-duty or when acting in his/her official capacity, provided such activities do not impede or impair the efficient operation of the department.

a. No officer while seeking or holding any political office will appear in that capacity in the Denver police uniform or use his/her position as an officer to gain political office or carry out the duties thereof.

(6) INTERNAL INVESTIGATION COMPLAINTS:
An officer under internal investigation will be informed of the general nature of the investigation as soon as practical after the complaint has been received. This provision will not apply to a complaint/investigation that would be jeopardized by such notification.

a. Officers subject to an internal investigation will be permitted to read the written complaint summary prior to being required or compelled to make a verbal or written statement concerning the matter under investigation. The complainant's name will not be deleted from the complaint summary unless the disclosure of such information would jeopardize the ongoing investigation.

b. All officers who are the subject of an internal investigation, may at their option, be accompanied to the administrative interview by an immediately available observer of the officer's choice. The
observer chosen must be able to attend the interview within a reasonable period of time. No interview will be conducted unless the requested observer is present. During the interview, however, the observer may only act as a witness to the proceedings. The observer may be excluded if his/her behavior becomes disruptive to the interview. This section is intended to apply to investigations initiated by the Internal Affairs Division or any formal investigation initiated by an officer's supervisor. It is not intended to interfere with normal inquiries and counseling sessions conducted by an officer's supervisors.

1. Any witness to the alleged offense or violation will not be permitted to act as an observer for the officer under investigation.

2. If a Denver police officer is selected and agrees to act as an observer, he/she will not be required to disclose, nor be subject to any punitive action for refusing to disclose, any information of a NON-CRIMINAL nature received from the officer under investigation. Information regarding criminal acts is not privileged and must be disclosed by a police officer acting as an observer.

c. Any officer contacted by the Internal Affairs Division with regard to providing a statement or other information will be advised, prior to the interview, as to his or her status with reference to the matter under investigation, that is, whether or not the officer is being questioned as a witness or as the subject or possible subject of an internal investigation.

d. An officer called for a subsequent internal investigation interview will be afforded the opportunity to review all of his/her prior statements, whether written, sound or video recorded, prior to being asked any further questions.

e. Internal investigation interview sessions will be conducted for reasonable periods, and will be timed to allow for such personal necessities and rest periods as are reasonably necessary. At a minimum, at the officer's request, there will be one (1) five-minute (5) break in each hour of interview. The times of all such breaks, as well as the beginning and ending times of the interview, will be noted in the reports/recordings of the interview.

f. Whenever an officer is interviewed pursuant to an internal investigation, the interview documents, including written reports and/or sound or video recordings, will contain the names of all persons present during the course of the interview and the date, time, and times of the breaks during the course of the interview will also be included:

1. Upon request, the officer interviewed will receive a copy of his/her statements.

2. An officer will be allowed to sound record the interview, provided that the Internal Affairs Division is permitted to make a copy of the recording.

g. Unless immediate action is required, the internal investigation interview will be conducted at a reasonable hour, preferably during the officer's normal work shift.

h. All internal investigation interviews will be conducted in a private setting, if at all possible.

i. All investigations conducted by the Internal Affairs Division should, if possible, be performed by an officer of the next rank higher than that person being investigated. Ideally, all investigating officers should have investigative experience or skills and prior supervisory experience.

j. Officers under investigation by the Internal Affairs Division will not be compelled to submit to a polygraph. An officer under investigation may, of his/her own volition, request to undergo a polygraph examination. If a polygraph is to be conducted at the officer's request, prior approval by the Chief of Police will be required.

k. Prior to an officer being questioned regarding any incident that could result in departmental violations or criminal charges, the person conducting the internal investigation interview will make a decision to give the officer either the Miranda warning, when law violations are suspected, or the administrative advisement pursuant to internal investigation. If during questioning under the
administrative advisement pursuant to internal investigation it is suspected that the officer may be involved in a law violation, the interviewer will cease questioning and give the Miranda warning.

I. No officer being interviewed will be subjected to offensive language or threatened in any manner, either physically or psychologically, except that an officer refusing to respond to questions will be informed that failure to answer questions directly related to the investigation may result in disciplinary action.

(7) PERSONNEL FILES:
By appointment, all officers may review the contents of their personnel file. Officers have the ultimate responsibility for ensuring that their files are complete, current, and accurate in terms of personal information and commendations. Officers should review their files on an annual basis, at minimum, to verify the contents.

117.02 ASSIGNMENT OF OFFICERS
No on-duty or off-duty assignment of officers will be made on the basis of an officer's actual or perceived race, color, creed, national origin, ancestry, sexual orientation, physical or mental disability, age, gender/sex (including pregnancy, childbirth, or caregiver status), marital status, military status, religion, political affiliation, or any other basis protected by federal, state, or local law or regulation. This policy will in no way limit the department from assigning to work at an event any officer who volunteers to do so.

117.03 POLITICAL ACTIVITIES – LAWS AND RULES AND REGULATIONS
(1) Prior to engaging in political activities, officers will ascertain that such activities are legally permissible, in compliance with departmental rules and regulations and the secondary employment procedure, and are compatible with their position and duties as police officers.

a. The laws affecting political activities by Denver police officers include:
   • Title 5, Chapter 15 United States Code (The Hatch Act);
   • Denver City Charter Sections 1.2.8, 1.2.9, 1.2.10, 1.2.12; and
   • Denver Revised Municipal Code (DRMC) sections 2-52 (definitions), 2-53 (board of ethics), 2-54 (advisory opinions and waivers), 2-60 (gifts to officers, officials, and employees), and 2-61 (conflicts of interest while employed).

b. Excerpt from DRMC 2-61(g):
   "No officer, employee or official may have any other employment or position which is incompatible with his or her duties or that adversely affect the interests of the city."

c. Excerpt from DRMC 2-54(d):
   "A person whose conduct is in accordance with an advisory opinion or a published unreversed advisory opinion of the board of ethics shall not be found in violation of any of the provisions of this article."

d. Except for the exercise of such fundamental rights as voting, attending political meetings and membership in political clubs and organizations, officers are advised to obtain an advisory opinion from the Denver Board of Ethics prior to engaging in political activity.

e. Questions arising as to whether certain political activities are prohibited by the Federal Hatch Act may be submitted to the U.S. Merit Systems Protection Board for an advisory opinion. The United States Civil Service Commission has ruled:
   "An officer or employee of a State or local agency is subject to the Act if, as a normal foreseeable incident to his/her principal position or job, he/she performs duties in connection with an activity financed in whole or in part by Federal loans or Grants; otherwise, he/she is not." [Applied: IN RE BALDASSARO, 2 POLITICAL ACTIVITY REPORTER 708 (1963)]
117.00 EMPLOYEE RIGHTS

f. Officers will familiarize themselves with Rule and Regulations 702 through 704 prior to engaging in political activities.

117.04 COLLECTIVE BARGAINING AGREEMENT GRIEVANCES

Any grievance filed under the collective bargaining agreement between the City and County of Denver and the Denver Police Protective Association will follow the procedure outlined in the collective bargaining agreement in force at the time.

- The central repository for storage of any grievances at the conclusion of Step 2 under article 30.4 of the Collective Bargaining Agreement will be the Civil Liability Section within the Denver Police Department.

117.05 DEPARTMENT OF SAFETY EEO POLICY (SWORN AND CIVILIAN)

(1) POLICY AND DECLARATION:

It is the policy of the Department of Safety that its employees (both Career Service and sworn), contract employees, temporary workers, and applicants for employment have a right to be free of discrimination, harassment, and retaliation based upon actual or perceived race, color, creed, national origin, ancestry, sexual orientation, physical or mental disability, age, gender/sex (including pregnancy, childbirth, or caregiver status), marital status, military status, religion, political affiliation, or any other basis protected by federal, state, or local law or regulation.

(2) CONDUCT PROHIBITED:

Examples of conduct that could violate this policy include, but are not limited to:

a. Verbal conduct such as epithets, derogatory comments, slurs, unwanted sexual advances, invitations, or comments;
b. Visual conduct such as derogatory posters, photographs, cartoons, drawings, or gestures;
c. Physical conduct such as assault, unwanted touching, blocking normal movement, or interfering with work directed at a person because of a protected basis;
d. Threats or demands to submit to sexual requests in order to keep a job or avoid some other negative consequence, and offers of job benefits in return for sexual favors;
e. Basing an employment decision (such as hiring, promotion, discipline, pay increase, job assignment, or termination) on any of the protected categories identified above; and
f. Retaliation for good faith reporting, opposing, or otherwise participating in a complaint or investigation process concerning potential violations of this policy.

(3) NOTIFICATION OF OFFENSIVE BEHAVIOR:

Individuals who believe they are being subjected to prohibited discrimination or harassment are strongly urged to make it clear to the offending employee that such behavior is offensive and should be discontinued unless the individual experiencing the alleged misconduct is uncomfortable communicating that to the offending employee.

(4) REPORTING PROCEDURES:

a. All Department of Safety employees are required to promptly report potential violations of this policy so that appropriate actions may be taken, subject to the confidentiality requirements of agency peer support programs. Potential violations should be reported to any of the following:

1. Any supervisor in the reporting employee's or offending employee's agency or work unit, inside or outside the chain of command;
2. The Internal Affairs Division for the reporting employee's or offending employee's agency (available twenty-four hours per day, seven days per week);
3. The Safety Human Resources Division for the reporting employee's or offending employee's agency;
4. The Executive Director of Safety's EEO Coordinator; and/or
5. The Career Service Employee Relations Unit.

b. Nothing in this policy precludes an employee or applicant from contacting or filing a charge of discrimination or claim with an external agency such as the Equal Employment Opportunity Commission or the Colorado Civil Rights Division. Consultation with a peer support or employee group representative will not constitute reporting of a potential policy violation, nor will it be considered legal knowledge or notice to the city or Department of Safety.

c. A report or complaint of discrimination, harassment, and/or retaliation may be made verbally or in writing. Anonymous reports/complaints will also be accepted and evaluated for further investigation. Any person reporting a potential violation of this policy or otherwise participating in the complaint or investigation process should understand that confidentiality will be maintained to the extent possible but that absolute confidentiality and anonymity cannot be guaranteed.

(5) **Mandatory Action:**

Supervisors and managers who become aware, by any formal or informal means, of possible discrimination, harassment, or retaliation must take prompt, reasonable actions to stop the prohibited behavior. Additionally, supervisors and managers must promptly report any information concerning the possible prohibited behavior to the Executive Director of Safety’s EEO Coordinator and their agency head. Supervisors or managers who serve as employee group representatives or peer support officers are subject to applicable confidentiality agreements and notice to such individuals while acting in their peer support capacity will not constitute reporting or notice to the agency, Department of Safety, or city.

(6) **Zero Tolerance:**

The Department of Safety maintains "zero tolerance" regarding violations of this policy, meaning the department will not knowingly tolerate acts of discrimination, harassment, or retaliation.

a. Allegations about potential violations of this policy will be taken seriously and the department will promptly undertake reasonable steps to address all allegations of discrimination, harassment, or retaliation. If an investigation is deemed necessary, it will be conducted promptly, thoroughly, and impartially.

b. Appropriate actions may include, but are not limited to, discipline (up to and including termination), training, mediation, or other effective remedial action commensurate with the severity of the offense and any such actions will occur as soon as practicable for even a single violation of the policy.

(7) **Retaliation is Strictly Prohibited Against Employees Who Have in Good Faith:**

a. Opposed conduct that potentially violates this policy, including but not limited to making a complaint or protest on behalf of another individual;

b. Reported conduct that the employee experienced or observed and reasonably believes to constitute a potential violation of this policy; or

c. Assisted or participated in an investigation, claim, lawsuit, or hearing concerning a complaint of discrimination, harassment, or retaliation. This includes but is not limited to making a report or complaint, or providing a witness interview during an investigation.

(8) **Retaliation Defined As:**

Retaliation is conduct taken against an employee or applicant because the employee or applicant has engaged in any of the above listed protected activities.

a. Retaliation can include but is not limited to such acts as disciplining an employee, giving an employee a negative performance evaluation, refusing to recommend an individual for a benefit
for which he or she qualifies, giving an employee a less desirable job assignment, spreading rumors about an individual, encouraging hostility from coworkers, and escalating harassment.

b. Any department of safety employee engaging in or encouraging retaliation may be subject to appropriate actions, including but not limited to discipline (up to and including termination), mediation, or training, even for a single offense.

117.06 PROTECTED INFORMATION (SWORN AND CIVILIAN)

(1) RETALIATION PROHIBITED:

It is the policy of the Denver Police Department to encourage the disclosure of information regarding the violation of any rules, regulations, or laws by any city employee. No employee of the Denver Police Department will retaliate in any manner against another employee or civilian witness for disclosure of such information to a police investigator, city official, governmental agency, chief's hearing, use of force review board, tactics review board, Denver Office of the Independent Monitor, citizen oversight board, Denver Executive Director of Safety EEO Coordinator, Denver Career Service Board, any Denver Career Service Board hearing officer, the employee's appointing authority, Denver Civil Service Commission, and Denver Civil Service Commission hearing officer, or the Denver City Board of Ethics. No employee of the department will intimidate or attempt to deter another employee or civilian witness from disclosing such information. All such disclosures must be made in good faith and with reasonable cause to believe in the truthfulness of the information disclosed.

(2) PROHIBITED CONDUCT:

Any conduct in violation of this policy is prohibited and will subject the employee to appropriate discipline.

(3) INFORMATION DISCLOSURE:

Any disclosure of information made in bad faith, or without reasonable regard for the truthfulness of the information disclosed, or in violation of a prohibition recognized by law, rule, or regulation, may subject the employee making the disclosure to appropriate discipline.

117.07 INVESTIGATION GUIDELINES (SWORN AND CIVILIAN)

(1) PROCEDURES – SWORN OFFICERS AND SWORN/CS EMPLOYEE COMBINATION:

If the subject of an investigation is a sworn officer or if subjects of the same complaint/investigation are a combination of sworn officers and civilian employees:

a. All allegations of a violation of law or department policy will be thoroughly investigated by the Internal Affairs Division (IAD) in accordance with section 503.01. Disciplinary actions for civilian employees are handled by the Safety Human Resources Division.

b. All allegations against sworn officers of discrimination, harassment, or retaliation based on a category protected by law or department policy will be thoroughly investigated by the Internal Affairs Division and the Executive Director of Safety's EEO Coordinator.

c. The Commander of IAD must advise the Chief of Police of all complaints of discrimination, harassment, or retaliation, including anonymous complaints, within seventy-two (72) hours of receipt of the complaint.

d. All complaints of discrimination, harassment, or retaliation will be given an IAD case number.

(2) PROCEDURES – CS EMPLOYEES:

If the subject(s) of an investigation is/are solely civilian employee(s):

a. All allegations of a violation of law will be thoroughly investigated by the Internal Affairs Division. Disciplinary actions for civilian employees are handled by the Safety Human Resources Division.
b. All allegations of a violation of department policy will be thoroughly investigated by the subject employee's supervisory chain of command and the Safety Human Resources Management Division. The Internal Affairs Division may provide assistance upon request.

c. All allegations against civilian employees of discrimination, harassment, or retaliation based on a category protected by law or department policy will be thoroughly investigated by the Executive Director of Safety's EEO Coordinator.

d. The Executive Director of Safety's EEO Coordinator must advise the Chief of Police of all complaints of discrimination, harassment, or retaliation, including anonymous complaints, within seventy-two (72) hours of receipt of the complaint.

e. All complaints of discrimination, harassment, or retaliation will be given an EEO Coordinator case number.

(3) GENERAL PROCEDURES:

a. Anonymous complaints will be evaluated by the commander of IAD and the Executive Director of Safety's EEO Coordinator (if alleging discrimination, harassment, or retaliation) to determine the appropriate course of action.

b. The complainant will be notified at the onset, periodically during (as necessary), and at the conclusion of the investigation, unless any such notification could compromise the investigation.

c. The subject officer or employee will be notified at the onset, periodically during (as necessary), and at the conclusion of the investigation, unless any such notification could compromise the investigation.

d. The complainant will be advised in writing by the department of the final disposition of the case.

117.08 COMPLAINT OR APPEAL FILED BY CIVILIAN EMPLOYEES

(1) GENERAL PROCEDURES:

Civilian employees who have attained career status may refer to Career Service Rules 15 and 19 for procedures concerning the filing of complaints and appeals through Career Service.

- Civilian employees who have not attained career status may refer to Career Service Rule 15 for the applicable provisions concerning the filing of complaints.

(2) HARASSMENT, DISCRIMINATION OR RETALIATION:

Civilian employees may refer to OMS 117.05(4) or Career Service Rule 15-103 for procedures in filing complaints of harassment, discrimination, or retaliation.
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118.01 POLICY STATEMENT

(1) The City and County of Denver has been, and remains, committed to the protection of civil rights and liberties for all people as expressed in the United States and the Colorado Constitutions.

(2) The Denver Police Department respects and values public safety intelligence gathering as an indispensable part of law enforcement and of national security. However, such information must be regularly and rigorously examined to ensure compliance with OMS 118.03 and state and federal constitutional and statutory provisions. No information on any individual, group, or organization will be entered into the criminal intelligence database solely because of their political views, religion, social views, associations, or expressive activities.

118.02 BIASED POLICING

(1) PURPOSE:

a. To reaffirm the Denver Police Department's commitment to unbiased policing;

b. To reinforce procedures that serve to maintain public confidence by providing services and enforcing laws in a fair and equitable manner; and

c. To remind officers of "probable cause" and "reasonable suspicion" criteria.

(2) DEFINITIONS:

Biased Policing: The practice of singling out or treating differently any person based solely on any of the following: actual or perceived race, color, creed, national origin, ancestry, sexual orientation, physical or mental disability, age, gender/sex (including pregnancy, childbirth, or caregiver status), marital or military status, religion, political affiliation, or any other basis protected by federal, state, or local law or regulation.

Investigatory Stop – Police Initiated [see CRS §16-3-103(1)]: A peace officer may stop any person who the officer reasonably suspects is committing, has committed, or is about to commit a crime, and may require the person to show identification if available. Officers have the right to ask the following:

- Name
- Address
- If the person is driving a motor vehicle, officers may ask for:
  - Driver license
  - Vehicle registration
  - Proof of insurance

An explanation of the subject's actions (i.e., where they are coming from or going to). The person does not have to reply, but refusal to provide identification is grounds for charging DRMC 38-81 (c) Interference with police authority. The stopping itself will not constitute an arrest.

A peace officer will not require any person who is stopped pursuant to this section to produce or divulge such person's social security number.

At the conclusion of an investigatory stop, the officer must arrest the person (with probable cause) or tell the person that he/she is free to leave and allow them to do so. With the person's consent, officers may still question them.

Investigatory Stop – Searching for Weapons/Frisk [see CRS §16-3-103 (2)]: When a peace officer has stopped a person for questioning (investigatory stop) and reasonably suspects that his/her personal
safety requires it, he/she may conduct a limited search, or “FRISK” by patting down the outer clothing for weapons.

If a FRISK reveals what feels like a weapon, he/she may search for and remove it from the clothing. Upon removal of the item, the officer may seize it if is determined to be:

- A weapon
- Contraband (Possession of any illegal item)
- Stolen goods

If the FRISK reveals an illegal weapon or illegally concealed weapon, the officer will have cause to arrest and make a full search of the person and the immediate area within the person’s reach.

Lawful items temporarily seized for safety reasons during the limited search for weapons will be returned to the person, or in the event of arrest/custody or ongoing investigation, will be placed in the Evidence and Property Section.

Probable Cause: An officer reasonably believes that a crime has been or is being committed. The belief is reasonable when it rests on an objective, substantial basis as contrasted with a mere subjective suspicion.

Reasonable Suspicion of Criminal Activity: Reasonable suspicion is present when sufficient facts are established to give a trained law enforcement officer a particularized and objective basis to believe that there is a reasonable possibility that an individual is involved in a definable criminal enterprise or activity. In determining whether “reasonable suspicion” is present, a law enforcement officer may consider, within the totality of circumstances, the fact that the individual has been involved in serious criminal activity or conduct in the past. Past criminal activity, without more, will not be sufficient to satisfy the reasonable suspicion requirement.

3) Policy:

a. The philosophy and practice of the Denver Police Department is to encourage public trust and confidence. Though other relevant factors in combination with race may be appropriate as a means of identifying persons involved in violations or criminal acts, the department’s policy is to ensure that race and any prohibited factors are not solely used as the basis for discretionary investigatory stops. In accordance with this policy, the completion of a data card by officers is required when initiating investigatory stops. Relevant data from these police/citizen contacts will be captured and retained for future analysis.

b. The policy of the Denver Police Department is to respect every person’s:

1. Right to equal protection under the law;

2. Right not to be deprived of life, liberty, or property without due process of law; and

3. Right to free speech and freedom of association under the First Amendment of the United States Constitution.

4. Right to be free from discrimination or harassment because of actual or perceived race, color, creed, national origin, ancestry, sexual orientation, physical or mental disability, age, gender/sex (including pregnancy, childbirth, or caregiver status), marital or military status, religion, political affiliation, or any other basis protected by federal, state, or local law or regulation. Prohibited discrimination and harassment includes engaging in offensive or derogatory written, verbal, or non-verbal activity based on an individual’s membership in any of the protected classes set forth above.

c. It is also the policy of the Denver Police Department that, as required by the Fourth Amendment of the U.S. Constitution and Article II, Section 7 of the Colorado Constitution, all of the following police-initiated actions must be based on a standard of reasonable suspicion or probable cause to believe that a crime has been committed or is about to be committed by the person who is the subject of the detention or stop:
1. All investigative stops, traffic stops and arrests; and
2. All searches (absent consent or a search warrant) of persons and/or property.

In order for officers to support a determination of probable cause or reasonable suspicion for an arrest, investigatory stop or traffic stop, officers must be able to articulate specific facts, circumstances and conclusions that justify the arrest or stop. Officers are required to consider whether the particular suspect could reasonably have been involved in the suspected crime.

Furthermore, officers will not make routine or spontaneous law enforcement decisions (e.g., ordinary traffic stops, pedestrian stops, other stops or detentions, or decisions to request consent to conduct searches) based upon to any degree a person’s race, ethnicity, national origin, immigration status, age, religion, gender, gender identity, or sexual orientation unless those characteristics, traits, attributes, or statuses are contained in suspect descriptions that have been provided to officers. Profiling or discriminating on the basis of these characteristics, traits, attributes, or statuses is prohibited.

In taking police actions, officers may never rely on generalized stereotypes but may rely only on specific characteristic-based information. In other words, officers may take into account a specific suspect’s reported characteristics, traits, attributes, or statuses listed above in the same way they would use specific information regarding height, weight, etc., about specific suspects.

d. Traffic enforcement and pedestrian contacts are routinely performed by officers. For the motorist or pedestrian who is stopped, this exchange occurs with less frequency and is often perceived as an emotionally upsetting experience. Officers should be aware of this and should strive to make each contact educational, while performing the necessary task in a fair, professional and friendly manner. In doing so, the contacted individual is hopefully left with a clear understanding of why the officer made contact and a better understanding of law enforcement practices.

e. For information regarding immigration enforcement policy as it relates to the Denver Police Department, see DRMC 28-250, 28-251, 28-252, 28-253 (Public Safety Enforcement Priorities ACT).

(4) STOP DATA COLLECTION:
Officers will collect stop data on all police-initiated (class 2) actions from any routine patrol or personal initiative that results in a detention or stop. Data will be collected on such investigatory stops to examine the issue of biased policing and to improve community-police relationships.

a. Required stop data collection:
   1. Persons on ‘foot: all persons not free to leave at any point of the contact.
   2. Traffic contacts: vehicle driver/operator only.

b. The officer responsible for the decision to stop and/or search is required to complete and submit the stop data information at the earliest opportunity following completion of the detention or stop.
   1. When internet access is not available, officers will complete a paper version of the data entry template. Upon gaining internet access, officers will at the earliest opportunity transcribe stop data from the paper form and submit it using the electronic template.

c. All stop data fields must be answered from the perspective of the officer who was responsible for the decision of the stop and/or search.
   1. Most stop data fields are formatted with dropdown options. Officers will select the most appropriate selection based on their perception prior to the stop and not from information learned during the contact (e.g., race/ethnicity or age).
   2. The Reason for Contact is a mandatory narrative open-text field. The narrative field should articulate all the facts and/or information relied upon to conclude that there was reasonable suspicion that the person stopped had committed, was committing, or was about to commit a crime.
3. When officers select "other" as the reason for a pat-down or search, they will provide details within the narrative.

d. Class 1 actions, where an officer is directed to an activity or when consensual/casual contacts occur, do not require the completion of the stop data information.

e. Data collection will be retained in accordance with GRRS 100.080 U (General Records Retention Schedule). Stops not resulting in charges (including traffic, misdemeanors, and felonies) will be retained for five (5) years. Stops resulting in charges will be in accordance with the specific violation or crime type as specified in GRRS 100.080 U.

(5) **VIOLATIONS:**
Failure to complete data collection as required by this policy will result in the following discipline and actions:

a. First violation in a 12-month period: Oral reprimand, and:
   1. Mandated officer review of entire biased policing policy,
   2. Follow up meeting with supervisor to discuss key points,

b. Breaches of the data collection requirements of this policy prior to the date of occurrence of the first violation will not be counted as additional violations.

c. Second violation in a 12-month period: Written reprimand

d. Concurrent with the second violation, an in-depth audit of the officer's contacts will be conducted and documented by the Performance Development Unit and will generate a formal Personnel Assessment System (PAS) review. If the audit identifies other potential violations, it may result in an additional investigation, discipline, and/or corrective training.

e. Third Violation in a 12-month period: 1 fined day

f. Purposeful, flagrant, or repeated violations will result in more severe disciplinary action. At any time during review, if deemed necessary, violations can be removed from the scheduled discipline above and transitioned to a formal investigation governed by the discipline matrix.

(6) **BUSINESS CARDS:**

a. Officers will provide, without being asked, a business card to any person whom the officer has detained in a traffic stop (prior to the completion of the detainment or stop), if that person was not issued a traffic summons, written courtesy traffic warning, or arrested (order-in or custodial).

b. When a reasonable request is made for an officer's name, badge number, or assignment, the officer will provide a business card or the information in writing to any violator or person, unless such action is likely to jeopardize the successful completion of a police assignment.

c. By statute, the business card must contain the officer's name, badge number, assignment, and the following information:
   
   **Positive Comments or Complaints – (720) 913-6665**

d. The department will provide officers with personalized business cards containing the required information, however, should the officer not have a business card in their possession, he/she is to legibly write the aforementioned information on a piece of paper, which will be given to the individual when required by policy. Business cards printed at the officer's personal expense must contain the information required by statute.

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**118.03 CRIMINAL INTELLIGENCE INFORMATION**

(1) **PURPOSE:**
To establish internal controls and proper oversight for the collection, retention, dissemination, and disposition of criminal intelligence in conformance with the privacy interests and constitutional rights of individuals, groups, associations or other legal entities.

(2) **APPLICABILITY:**

This section applies to all Denver Police Department criminal intelligence systems, whether or not they are funded as part of any multi-jurisdictional systems, programs or grants.

The policies and procedures contained in this section are in compliance with all guidelines enumerated in 28 Code of Federal Regulations Part 23, Criminal Intelligence Systems Policies. There are additional provisions, some of which are more restrictive, but none that are in conflict with the federal guidelines. The Denver Police Department will not include, in any criminal intelligence file, information which has been obtained in violation of any applicable Federal, State, local law, or ordinance, the policies of the Denver Police Department, or this section.

Systems that are specifically excluded from the requirements of this section and 28 Code of Federal Regulations Part 23 are:

- Criminal history files
- Street Checks
- Mug shot systems
- Offense and accident report systems
- Criminal investigatory case files

(3) **POLICY:**

The collection, retention, dissemination, and disposition of criminal intelligence are some of the essential functions of law enforcement public service. All department employees will adhere to guidelines established in this section to ensure the security, confidentiality, and proper maintenance and dissemination of criminal intelligence. Criminal intelligence information will not be collected or retained except as specified in this section.

This policy is based on the careful review and consideration of:

- The guidelines identified in Title 28 Code of Federal Regulations Part 23 - Criminal Intelligence Systems Operating Policies, with policy clarifications provided by the Dept. of Justice - Bureau of Justice Assistance, Office of Justice Programs, and Office of General Counsel.
- The Law Enforcement Intelligence Unit’s (LEIU) Criminal Intelligence File Guidelines.

(4) **GOALS:**

a. Provide liaison, coordination, and resource assistance in the collection, storage, exchange or dissemination, and analysis of criminal intelligence information in ongoing investigations or prosecution of serious criminal activity.

b. Provide criminal intelligence information to law enforcement and criminal justice agency personnel on individuals and organizations involved with criminal organizations and enterprises.

c. Provide analysis of organized crime and criminal enterprises in Colorado. This includes identification and/or projection of major changes in crime trends.

(5) **DEFINITIONS:**

**Intelligence Personnel:**

- Intelligence Unit Commanding Officer – lieutenant assigned to the Intelligence Section. The commanding officer is responsible for an annual review of this policy.
- Intelligence Unit Supervisor – Sergeant assigned to the Intelligence Unit within the Intelligence Section.
- Intelligence Unit Detective / Officers – Personnel assigned to the Intelligence Unit either on a permanent or temporary basis
- Intelligence Unit Analyst

**Criminal Intelligence:** Data that has been processed (collected, evaluated, collated and analyzed), and is to be used in connection with and in furtherance of law enforcement investigative purposes. Intelligence involves data collection from both overt (i.e., information available to the general public) and covert sources. It may include general threat information not necessarily directed at a specific arrest or prosecution. Criminal intelligence data also includes information collected through undercover operations and through photographic, electronic, or other media. All criminal intelligence data will be collected and maintained in a manner consistent with this policy.

Criminal intelligence includes information that relates to an individual, organization, business, or group reasonably suspected of being involved in the actual or attempted planning, organizing, financing, or committing of one or more of the following criminal acts:

- Narcotic trafficking/manufacturing
- Unlawful gambling
- Loan sharking
- Extortion
- Vice and illegal pornography
- Infiltration of legitimate business for illegitimate purposes
- Stolen securities
- Bribery
- Major crimes including homicide, sexual assault, burglary, auto theft, kidnapping, destruction of property, robbery, fraud, fencing stolen property, and arson
- Manufacturing, use, or possession of explosive devices for illegal purposes
- Threats of violence, or acts of violence against or in connection with, persons or property
- Rioting/engaging to riot, as those terms are defined in CRS §18-9-101(2), CRS §18-9-102, and CRS §18-9-104
- Computer crimes
- Counterfeiting
- Identity theft
- International and/or domestic terrorism, which, for purposes of this section, will be defined as acts dangerous to human life that are a violation of the criminal law and that are intended to influence the policy of a government by intimidation or coercion.
- Any other criminal offense not listed above which is not directly related to purely expressive behavior and is consistent with the purpose and intent of this policy.

**Criminal Intelligence Files:** Criminal intelligence information that has been collected, processed, retained in a criminal intelligence information file, and that may be shared within the law enforcement community. Criminal intelligence files include information regarding:

**Individuals who:**

- Are reasonably suspected of being involved in the planning, organizing, financing, or commission of criminal activity, as identified above, or
- Are reasonably suspected of being involved in criminal activities with known or suspected criminal organizations

**Organizations, businesses, and groups that:**

- Are reasonably suspected of being involved in planning, organizing, financing, or commission of criminal activity, as identified above;
- Are reasonably suspected of being illegally operated, controlled, financed, or infiltrated by known or suspected criminal organizations, or
- Use illegal activities and/or enterprises as a principal means to obtain resources, support for their
existence, or further their organizational goals

Criminal Organization: As used in this section, consists of a group of individuals associated together in fact for a common purpose of engaging in a course of criminal conduct or activity, as identified above.

Non-Criminal Identifying Information (NCI): The names of individuals, organizations, groups, or businesses that are not suspected of criminal involvement, but whose identification is relevant to a criminal investigation. Examples of NCI would be:

- A member of a gang (known for narcotics trafficking) is arrested for narcotics violations while driving a car registered to his father (who is not suspected of involvement in the gang or narcotic activity). The name of the gang member and the name of the gang may be entered in the database. The father can only be entered as “non-criminal identifying information” relevant to the criminal suspect and must be clearly labeled as such.
- Surveillance on a criminal suspect shows the individual entering a place of business that is not suspected of criminal activity. The business can only be entered as “non-criminal identifying information” relevant to the criminal suspect and must be clearly labeled as such.

“Purge:” As used in this section, means the complete destruction of a physical file and the permanent deletion from any Intelligence Unit computer files, systems, or databases.

Reasonable Suspicion of Criminal Activity: Reasonable suspicion is present when sufficient facts are established to give a trained law enforcement officer or criminal investigative agency, officer, investigator, or employee, a particularized and objective basis to believe that there is a reasonable possibility that an individual or organization is involved in a definable criminal enterprise or activity, as identified above. The Intelligence Unit is responsible for establishing the existence of reasonable suspicion of criminal activity through the examination of supporting information submitted, which is subject to routine inspection and audit procedures established by the department. In determining whether “reasonable suspicion” is present, a law enforcement officer or criminal investigator may consider, within the totality of circumstances, the fact that the individual or organization has been involved in serious criminal activity or conduct in the past. Past criminal activity, without more, will not be sufficient to satisfy the reasonable suspicion requirement. If “reasonable suspicion” is based, in whole or in part, on information obtained through electronic, video, or audio means, that fact and the existence of such information will be noted in the criminal intelligence file.

Need to Know: The requested information is pertinent and necessary to the requesting agency in initiating, furthering or completing the performance of law enforcement activity.

Right to know: The requestor is acting in an official capacity and has statutory authority to obtain the information being sought.

(6) PROCEDURES FOR MANAGING CRIMINAL INTELLIGENCE FILES:

a. Supervision of Data Entry

All criminal intelligence data will be reviewed by an Intelligence Unit supervisor or commanding officer prior to entry into any criminal intelligence file. The supervisor or commanding officer will determine that the criminal intelligence data conforms to these policies and was not obtained in violation of any applicable Federal, State, local law, or ordinance, department policies, or this section. Criminal intelligence data will not be placed in any criminal intelligence file unless approved by an Intelligence Unit supervisor or commanding officer. The badge number of the approving supervisor or commanding officer will become part of the file.

b. Information Submission Criteria

1. The department will only collect or maintain criminal intelligence information concerning an individual or organization if there is reasonable suspicion that the individual or organization is involved in criminal conduct or activity, and the information is relevant to that criminal conduct or activity. The existence of reasonable suspicion will be based on specific, articulable facts that will be documented in the criminal intelligence file.
2. The department will not collect or maintain information about the political, religious, social views, associations, or activities of any individual or any group, association, corporation, business, partnership, or other organization, unless such information directly relates to criminal conduct or activity and there is a reasonable suspicion that the subject of the information is or may be involved in that criminal conduct or activity.

3. Non-Criminal Identifying Information (NCI) - Under the following circumstances, the names of individuals, organizations, groups or businesses that are not suspected of criminal involvement, but that provide relevant descriptive, identifying information regarding the criminal suspect, may be entered as "Non-Criminal Identifying Information." A non-criminal identifying label should state: "This individual or organization has been entered into the system for identification purposes only -- he, she or it is not suspected of any criminal activity or involvement." This label will act as a disclaimer of criminal association and will not be used to meet reasonable suspicion requirements to create a file or record for that individual or organization.

c. Excluded Material - Only lawfully collected information based on a reasonable suspicion of criminal activity and that meets the department's criteria for file input should be stored in the criminal intelligence file. Information specifically excluded from criminal intelligence files includes information on an individual or group merely on the basis:

1. That such individual or group support unpopular causes
2. Of race, gender, age, or ethnic background
3. Of religious or political affiliations, or beliefs
4. Of personal habits and/or predilections that do not break any criminal laws or threaten the safety of others
5. Of involvement in expressive activity that takes the form of non violent civil disobedience that amounts to, at most, a misdemeanor offense

d. File Criteria - All information retained in the criminal intelligence file will meet the criteria prescribed by the department. There are two types of intelligence records: Permanent and Temporary files.

1. Permanent Intelligence Files - Criminal Information may be retained in the permanent intelligence files for up to five (5) years. At that time, criminal information will be automatically purged unless new criminal intelligence has been developed establishing reasonable suspicion that the individual and/or organization continues to be involved in a definable criminal activity or enterprise. When updated criminal intelligence is added into the permanent files on a suspect individual or organization already listed in the database, such entries reset the five year standard for retention of that file. Permanent intelligence files must be periodically reviewed for compliance with this policy consistent with review and purge procedures, identified below.

2. Temporary Intelligence Files - Criminal Information may also be entered into temporary criminal intelligence files when there is reasonable suspicion of criminal activity, but that finding is based, in part, upon "unreliable" or "unknown" sources, or where the content validity of the information is "doubtful" or "cannot be judged." All temporary intelligence files will be specifically designated as such and must be reviewed by a supervisor every sixty (60) days for validity. This interim review must be documented in the temporary intelligence file. Temporary intelligence files will be retained no longer than one year. At that time, temporary files must be either purged or converted into permanent intelligence files. All temporary intelligence files will be kept electronically separate from the general database. All temporary hard copy intelligence files will also be physically separated from the permanent files.
3. Working Files – Intelligence Unit detectives may create a working file for information received that has not yet met the reasonable suspicion requirement and/or is either ambiguous or incomplete, or may have been obtained from unknown sources (e.g., anonymous tips), or the content validity of which cannot be judged. A working file will be opened for up to thirty (30) days to either develop reasonable suspicion or unfound the information. One thirty (30) day extension may be granted by the Intelligence Unit supervisor in extenuating circumstances. This information will not be stored in the Intelligence database until it has met the reasonable suspicion requirement. If it does not meet this requirement, it will be purged immediately.

e. Information Classification

Information to be retained in the files of the department must be labeled for source reliability and content validity prior to entry or submission. Circulating information that has not been evaluated, where the source reliability is poor or the content validity is doubtful, is detrimental to the department’s operations and is contrary to the individual’s right to privacy. The classification of criminal intelligence information is subject to continual change, the passage of time, the conclusion of investigations, and other factors that may affect the security classification or dissemination criteria assigned to particular documents.

Documents within the intelligence files should be reviewed on an ongoing basis to ascertain whether a higher degree or lesser degree of document security is required and to ensure that information is released only when and if appropriate.

1. Source Reliability – The reliability of the source is an index of the consistency of the information the source provides and will be evaluated according to the following:
   - RELIABLE – The reliability of the source is unquestioned or has been tested in the past
   - USUALLY RELIABLE – The reliability of the source can usually be relied upon. The majority of the information provided in the past has proved to be reliable
   - UNRELIABLE – The reliability of the sources has been sporadic in the past
   - UNKNOWN – The reliability of the source cannot be judged; either experience or investigation has not yet determined authenticity or trustworthiness

2. Content Validity – The validity of information is an index of the accuracy or truthfulness of the information and will be assessed as follows:
   - CONFIRMED – The information has been corroborated by an investigating officer or another reliable independent source
   - PROBABLE – The information is consistent with past accounts
   - DOUBTFUL – The information is inconsistent with past accounts
   - CANNOT BE JUDGED – The information cannot be judged. Its authenticity has not yet been determined by either experience or investigation

3. Sensitivity – The sensitivity of the information will be classified according to the following standards:
   - COMMAND – Information that requires the strictest of dissemination and release criteria, such as corruption.
   - SENSITIVE – Information, including, but not limited to; active police investigations, informant identification information, corruption, and those reports which require strict dissemination and release criteria
   - LAW ENFORCEMENT SENSITIVE – Information obtained through intelligence channels, is not classified as sensitive and is for law enforcement use only.
Restricted information may include previously classified sensitive information for which the need for a high level of security no longer exists

- PUBLIC — Information that is approved for public dissemination. This includes arrest/criminal record information and other information contained in records of official actions

(7) INFORMATION DISSEMINATION:

a. Intelligence Unit officers will disseminate criminal intelligence information only where there is a need to know and a right to know the information in the performance of a law enforcement activity.
   1. Except as noted in paragraph (2) of this section, officers will disseminate criminal intelligence information only to law enforcement authorities who agree to follow procedures regarding information receipt, maintenance, security, and dissemination that are consistent with these principles.
   2. Paragraph (1) of this section will not limit the dissemination of an assessment of criminal intelligence information to a government official or to any other individual, when necessary to avoid imminent danger to life or property.

b. Criminal intelligence information may only be shared with other law enforcement agencies with the express written approval of the Intelligence Unit commanding officer. The release of this information will be based on a need to know and/or right to know basis, and only to agencies whose Intelligence Systems are 28CFR Part 23 Compliant. The facts establishing the requestor’s need to know and right to know will be documented in the criminal intelligence file. The agency and/or officer requesting the information, the supervisor or command officer approving the sharing, the law enforcement purpose for the request, the date of the request, and the date of the provision of the information will all be noted in the file.
   1. In maintaining criminal intelligence information, the department will ensure that administrative, technical, and physical safeguards (including audit trails) are adopted to ensure against unauthorized access and against intentional or unintentional damage. A record indicating who has been given information, the reason for release of the information and the date of each dissemination outside the section will be kept. Information will be labeled to indicate levels of sensitivity, levels of confidence, and the identity of requesting agencies and control officials. The officer releasing information will document in the criminal intelligence file the existence of an inquirer’s need to know and right to know the information being requested, either through inquiry or by delegation of this responsibility to a properly trained participating agency, which information release is subject to routine inspection and audit procedures established by the Intelligence Section.
   2. Criminal intelligence information will only be shared with other members of the department on a need to know basis. The officer requesting the information and the justification for the request will be noted in the file.

c. Intelligence Unit personnel will not release any original intelligence documents. Whenever information from a criminal intelligence file is disclosed, in any form, either orally, in writing, or through inspection of files, the Intelligence Unit must comply with the requirements set forth in section 7(b).

d. Intelligence Unit information will be released according to the following classification and release authority levels:
   1. COMMAND — This information may only be released with the permission of the Chief of Police or his/her designee to law enforcement agencies that have a demonstrated need to know and right to know.
2. SENSITIVE - Information in this class may only be released with permission of the Intelligence Unit commanding officer to law enforcement agencies that have a demonstrated right to know and need to know.

3. LAW ENFORCEMENT SENSITIVE – Law Enforcement Sensitive information may be released by Intelligence Unit personnel to law enforcement agencies that have a demonstrated right to know and need to know.

4. PUBLIC – Any Intelligence Unit personnel may release this information to a Denver Police Department officer or other law enforcement agency. The Executive Director of Safety is the official records custodian and he/she must approve the release of information to the public or media.

(8) SECURITY OF FILES:
   a. Criminal intelligence files will be physically secured in locked cabinets or in electronic files that are equipped with security protection measures. These files and databases will be secured during off-hours and when the office is vacant.
   b. Key access to the Intelligence Unit will only be granted to assigned unit personnel.
   c. Locks, combinations, and system passwords will be changed upon the transfer of any unit personnel.
   d. Intelligence Unit personnel will adopt a “clean desk” policy to include the removal of sensitive documents from view when not in use. The orientation of computer monitors will be such as to preclude casual observation by visitors and officers assigned to the unit will exercise control when engaging in sensitive conversations.

(9) REVIEW AND PURGE PROCEDURES:
   a. Reviewing and purging of all information that is contained in the department criminal intelligence files and kept under paragraph 6 above will be done on an ongoing basis, but, at a minimum, will be accomplished annually. The dates when reviews occurred will be noted in the criminal intelligence file. The maximum retention period is five years, and a criminal intelligence file must be purged after five (5) years unless the information in that criminal intelligence file has been updated consistent with this section. The department may update the criminal intelligence file and extend the retention period at any time, based on reasonable suspicion of new or continuing criminal activity documented in the criminal intelligence file.
   b. The decision to purge information should be guided by the following considerations:
      1. Whether or not the information in the criminal intelligence file continues to comply with the reasonable suspicion of criminal activity definition
      2. Defined retention periods for permanent and temporary files
      3. Specific credible threats to government officials and/or law enforcement officers
   c. Any information that is found to be collected or retained in violation of this section or found to be inaccurate, misleading, or obsolete, will be purged. Any recipient agencies or department members will be advised of such changes and that the subject information has been purged.

(10) TRAINING:
   a. The Intelligence Unit commanding officer and any bureau, division, district, section, or unit with responsibility to gather criminal intelligence information will ensure that all officers assigned to the bureau, division, district, section or unit have received training regarding this section. Training will be documented in the officer’s training records. In addition, these officers will receive annual training regarding this section, to include any recent court decisions and best practices regarding criminal intelligence information.
   b. An outline of the training will be kept on file in the Intelligence Unit and the Training Section.

(12) INDEPENDENT OVERSIGHT:
a. Implementation of this policy will be subject to an audit by an independent agency. This audit will review data collection, categorization, maintenance, dissemination, and Intelligence Unit practices, as well as training procedures, to verify compliance with established rules and policies.

b. The individual who conducts the audit for the independent agency will be familiar with these policies and procedures, and the policies and procedures set forth in paragraph (3) above. The individual who conducts the audit for the independent agency will have access to all Intelligence Unit files and data necessary to perform the audit function, and will be provided with the financial resources necessary to complete the audit and report. The audit will be conducted on a quarterly basis for the first year, on a semi-annual basis for the second and third years, and annually thereafter.

c. The individual who conducts the audit will prepare a written report, which will be provided to the Intelligence Unit commanding officer, the Chief of Police, the Denver City Attorney, and the Office of the Independent Monitor.

d. The Intelligence Unit commanding officer will prepare a written response to the audit report within ten (10) days of receipt and copies of that response will be provided to the Chief of Police, the Denver City Attorney, and the Office of the Independent Monitor. The Office of the Independent Monitor will have the right to submit to the Mayor its comments regarding the audit report and the Intelligence Unit's response within ten (10) days after receipt of the Intelligence Unit's response.

e. Any conflict between the findings in the audit report and the response prepared by the Intelligence Unit commanding officer will be resolved by the Mayor.

f. In the event the audit report determines that a criminal intelligence file was improperly opened in violation of section (6), and that finding is sustained by the Mayor, the Intelligence Unit will notify in writing the subject of that criminal intelligence file that a file was improperly opened and will be purged. Upon request, the subject will be provided with a copy of his/her criminal intelligence file, with necessary redactions to protect the privacy of third-parties and the safety of law enforcement officers.
122.02 EXTREME RISK PROTECTION ORDERS

(1) PURPOSE:
This policy is designed to provide department personnel with directions and procedures for the petition, service, and enforcement of Extreme Risk Protection Orders. 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.

(2) DEFINITIONS:
Antique/Curio or Relic Firearm: Any antique firearm, as defined in 18 U.S.C. §921 (a) (16), or any curio or relic firearm, as defined in 27 C.F.R. §478.11.
Concealed Carry Permit: Any carrying concealed weapon permit (CCW) issued per CRS §18-12-203 or any concealed handgun permit (CHP) recognized through reciprocity, as defined in CRS §18-12-213.
Extreme Risk Protection Order (T/ERPO): Either a temporary or a continuing order granted pursuant to Article 14.5 of Title 13 of the Colorado Revised Statutes. For the purposes of this policy, when referring to both a temporary and continuing order, the term "T/ERPO" may be used. "ERPO" refers to only a temporary order. "TERPO" refers to a continuing order.
Family or Household Member: Means, with respect to the respondent, any:
- Person related by blood, marriage, or adoption to the respondent;
- Person who has a child in common with the respondent, regardless of whether such person has been married to the respondent or has lived together with the respondent at any time;
- Person who regularly resides or regularly resided with the respondent within the last six months;
- Domestic partner of the respondent;
- Person who has a biological or legal parent-child relationship with the respondent, including stepparents and stepchildren and grandparents and grandchildren;
- Person who is acting or has acted as the respondent's legal guardian; and
- A person in any other relationship described in CRS §18-6-800.3(2) with the respondent.
Federally Licensed Firearms Dealer: Any individual or entity who lawfully possesses a federal license to sell/transfer firearms pursuant to 18 U.S.C. §923.
Firearm: Any handgun, automatic, revolver, pistol, rifle, shotgun, or other instrument or device capable or intended to be capable of discharging bullets, cartridges, or other explosive charges as described in CRS §18-1-901(3)(h). For the purposes of this policy, ammunition and magazines are not considered a "firearm" and should not be seized.
Petitioner: The person or entity who petitions for an Extreme Risk Protection Order pursuant to Article 14.5 of Title 13 of the Colorado Revised Statutes. A petitioner may be a family or household member of the respondent or a law enforcement officer or agency.
Respondent: The person who is identified as the respondent in a T/ERPO petition.

(3) T/ERPO PETITION:
A T/ERPO petition may be initiated by a family or household member of the respondent or a law enforcement officer or agency.

a. Law Enforcement Petition
1. If an officer has a reasonable belief that an individual poses a significant risk of causing personal injury to self or others in the near future by controlling, owning, purchasing, possessing, receiving, or otherwise having custody or control of a firearm, the officer will consult a Domestic Violence Unit sergeant. After consultation with an attorney from the City Attorney's Office Mental Health Unit, if a T/ERPO petition is deemed appropriate, the Domestic Violence Unit sergeant will assign a Domestic Violence Prevention detective to prepare the Search Warrant Affidavit (DPD 370) and Search Warrant (DPD 371).
   - If it is determined that a T/ERPO will be requested, the officer on scene may also ask the individual whether he or she is willing to voluntarily surrender his or her firearm(s) to DPD, along with any conceal carry permit. However, the individual is not required to do so without an order issued by the court.

   NOTE: A request for a Civil T/ERPO is separate and distinct from an investigation of criminal activity and does not affect the ability of an officer to remove a firearm or conceal carry permit from a person or conduct a search and seizure of a firearm pursuant to other lawful authority.

2. If a firearm or firearms and any concealed carry permit are voluntarily surrendered at the scene, in addition to taking custody of the firearm(s) and concealed carry permit, the officer will complete an Extreme Risk Protection Order Inventory and Receipt (DPD 802b) and ensure that the individual receives a copy prior to leaving the scene.

3. T/ERPO – If a temporary extreme risk protection order will be requested, a Domestic Violence Prevention detective will prepare an affidavit establishing the grounds for the petition or the reasons for believing such grounds exist, which must include the following:
   - The facts demonstrating that the respondent poses a significant risk of causing personal injury to self or others by having in his or her custody or control a firearm or by purchasing, possessing, or receiving a firearm, including the specific statements, actions, or facts that give rise to a reasonable fear of future dangerous acts by the respondent; and
   - The number, types, and locations of any firearm(s) believed to currently be in the custody of, owned, possessed, or controlled by the respondent and the basis for the belief.

   When investigating the circumstances surrounding the T/ERPO petition, DPD personnel should also determine the following:
   - Whether the respondent is required to possess, carry, or use a firearm as a condition of the respondent's employment; and
   - Whether there is a known existing domestic abuse protective order governing the respondent.

4. A Search Warrant Affidavit (DPD 370) and Search Warrant (DPD 371) must be prepared in compliance with CRS §16-3-301.5 and §16-3-303. The affiant will provide facts sufficient to:
   - Identify or describe, as nearly as may be, the premises, person, place, or thing to be searched;
   - Establish by probable cause that the person named in the warrant is a respondent in an extreme risk protection order filed pursuant to Article 14.5 of Title 13 of the Colorado Revised Statutes;
- Establish by probable cause that the respondent is in possession of one or more firearms and identify or describe, as nearly as may be, the property to be searched for, seized, or inspected;
- Identify the location of such firearm(s); and
- Include other information relied upon by the affiant and why the affiant considers such information credible and reliable.

5. If a TERPO is issued by the Denver Probate court based upon a law enforcement petition, the police department must make a good-faith effort to provide notice of the order and a copy of the court's resource list to a family or household member of the respondent and any known third-party who may be at direct risk of violence. All efforts to provide notice will be documented in Versadex.

b. Petitions by Family or Household Members of the Respondent

A family or household member who wants to request a T/ERPO should be directed to a Colorado district or county court in the jurisdiction in which the respondent resides.

If a member of the public petitions for a T/ERPO in the City & County of Denver, the Denver Probate Court will notify the Domestic Violence Unit sergeant by telephone and email. Upon receiving such notification, the Domestic Violence Unit sergeant will:

1. Immediately notify the City Attorney’s Office Mental Health Unit by sending a copy of the petition to: CAO_ERPO@denvergov.org.

2. If the respondent resides within the City & County of Denver, assign the court case to a Domestic Violence Prevention detective. If the respondent does not reside within the City & County of Denver, the detective should contact the City Attorney’s Office Mental Health Unit for assistance. The assigned detective and any other necessary department personnel will attend the T/ERPO hearing with an attorney from the City Attorney’s Office Mental Health Unit. If the T/ERPO is granted, the detective will prepare a Search Warrant Affidavit (DPD 370) and Search Warrant (DPD 371) in the same manner as detailed above in Section (3) a. 4.

3. If the T/ERPO is not granted, the assigned Domestic Violence Prevention detective will consult with his/her supervisor and the City Attorney’s Office Mental Health Unit and coordinate appropriate follow-up actions.

(4) Service:

If a court notifies the police department of a T/ERPO issued by the court and the respondent resides within the City and County of Denver, the following procedures will apply.

a. In addition to the T/ERPO, if the court also ordered a mental health evaluation of the respondent under CRS §27-65-106(6) or an emergency commitment under CRS §27-81-11 or §27-82-107, a Domestic Violence Prevention detective should contact the Denver Sheriff Department at DSD-ERPO@denvergov.org to coordinate any necessary assistance with transporting the respondent.

b. Upon receipt of a Temporary Extreme Risk Protection Order issued by the court, a Domestic Violence Prevention detective will:

1. Coordinate with his or her supervisor to determine the appropriate steps for execution of the search warrant, in compliance with OMS 107.01.

2. Prepare a service packet, which must include:
   - A copy of the TERPO issued by the court;
   - A copy of the notice of hearing;
• A copy of the petition;
• The resource list provided by the court; and
• A copy of the search warrant.

3. Serve the service packet within five (5) days of receiving the TERPO; however, due to the emergency nature of the order, service should occur as soon as practicable, with consideration for the safe planning and execution of the order and search warrant. Service of a TERPO takes precedence over the service of other documents, unless the other documents are of a similar emergency nature. Proof of service must be completed and submitted to the City Attorney's Office Mental Health Unit for filing with the court. All efforts to provide service should be documented in Versadex.

• If the respondent is eighteen years of age or older, service may be made on the respondent personally, or by leaving a copy where the respondent resides with a person eighteen years of age or older who is a member of the respondent's family. If the respondent is under the age of eighteen, contact the City Attorney's Office Mental Health Unit for guidance regarding service.

• If the police department is unable to serve the respondent within five (5) days, department personnel should notify the petitioner (if the ERPO was based upon a non-law enforcement petition) and seek additional information about the whereabouts of the respondent.

• The police department will also notify the City Attorney's Office Mental Health Unit at CAO_ERPO@denvergov.org to enable the City Attorney's Office to seek additional time for service and execution of the search warrant from the Denver Probate Court. Regardless of any extension permitted by the court, all search warrants must be executed within fourteen (14) days after the TERPO is issued pursuant to CRS §16-3-305.

4. Department personnel serving the TERPO order, including a TERPO in which the Petitioner was not a law enforcement agency or officer, will request that the respondent immediately surrender all firearms in his or her custody, control, or possession and any concealed carry permit issued to the respondent. If a search warrant was obtained, department personnel will also execute the search warrant in the same manner as any other search warrant in accordance with OMS 107.01. A Return and Inventory (DPD 373) must be completed in all instances following a search, even if no firearm or concealed carry permit is surrendered or located. If no firearms or concealed carry permit are surrendered or recovered as part of a search, a statement to that effect should be noted on the Return and Inventory. Department personnel must also complete an Extreme Risk Protection Order Inventory and Receipt (DPD 802b) if any firearm(s) or a concealed carry permit are surrendered or located in the search. A copy of the completed Return and Inventory (DPD 373) and Inventory and Receipt (DPD 802b) will be left with the respondent or other individual over the age of eighteen accepting service of the TERPO. The originals should be sent to the City Attorney's Office Mental Health Unit for filing with the court and scanned into Versadex.

5. Procedures regarding the storage and disposition of firearms and concealed carry permits are detailed below under Section (5).

o Upon receipt of an Extreme Risk Protection Order issued by the court, a Domestic Violence Prevention detective will:

1. Personally serve the respondent with a copy of the order within five (5) days of receiving the ERPO from the court, unless the respondent appeared in person before the court.
If officers are unable to locate the respondent for service within five (5) days, officers must make a good faith effort to notify the petitioner (if the ERPO was based upon a petition filed by a family or household member of the respondent) and seek additional information about the respondent’s whereabouts. Officers will also notify the City Attorney’s Office Mental Health Unit at CAO_ERPO@denver.gov to enable the City Attorney’s Office to seek additional time for service of the order from the Denver Probate Court.

2. If the respondent appeared personally at the ERPO hearing, personal service is not required and the respondent must surrender any firearm(s) and concealed weapons permit within twenty-four (24) hours after the hearing.
   - The respondent may surrender any firearm(s) and concealed weapons permit by contacting the DPD Evidence and Property Section at (720) 913-6718 Monday through Saturday between the hours of 8:30 a.m. and 5:00 p.m. to arrange for the delivery and surrender of the firearm(s) and concealed carry permit, if any, to the DPD Headquarters.
   - The officer taking possession of the firearm(s) or concealed carry permit will complete an Extreme Risk Protection Order Inventory and Receipt (DPD 802b) identifying all firearms and any permit that have been surrendered or taken custody of and provide a copy of the Inventory and Receipt to the respondent.
   - Within seventy-two (72) hours after receiving such firearms or concealed carry permit, the officer will provide a copy of the Inventory and Receipt (DPD 802b) to the Denver Probate court and the City Attorney’s Office Mental Health Unit.

3. If the respondent appeared personally at the hearing and two full court days have elapsed since the issuance of an ERPO without the respondent filing with the court proof of relinquishment or an attestation that the respondent does not have custody, control or possession of any firearms and does not currently have a concealed weapons permit, the court will notify the DPD Domestic Violence Unit of the respondent’s failure to file proof of surrender. Upon receipt of such notice, the DPD Domestic Violence Unit sergeant will notify the City Attorney’s Office Mental Health Unit and assign a detective to the matter.

4. Upon receiving such notice from the court, the detective from the DPD Domestic Violence Unit will make a good faith effort to determine whether any evidence exists that the Respondent has failed to relinquish any firearm in the respondent’s custody, control, or possession or a concealed carry permit issued to the respondent.

5. If an officer has probable cause to believe that the respondent has failed to surrender all firearms or a concealed carry permit in his or her custody, control, or possession, a Domestic Violence Prevention detective will prepare a Search Warrant Affidavit (DPD 370) and Search Warrant (DPD 371) as detailed under section (3) a. 4. above.

6. Procedures regarding the storage and disposition of firearms and concealed carry permits are detailed below under Section (5).

d. Unsuccessful Service

   If the respondent is unable to be served the T/ERPO within 5 days or any additional time period permitted by the court, the City Attorney’s Office Mental Health Unit will be notified, who will inform the court of the police department’s inability to provide service.

(5) SURRENDER AND STORAGE OF FIREARM(S):

a. Surrender/Seizure
1. Once the firearm is in the possession of the police department, the respondent may elect to:
   a. Sell or transfer the firearm to a federally licensed firearms dealer; or
   b. Arrange for storage with the police department; or
   c. If the firearm is an antique/curio or relic firearm, it may be transferred to a relative (third party) who does not reside with the respondent if it is confirmed through a criminal history record check that the relative is currently eligible to own or possess a firearm under federal and state law.

2. If the respondent indicates no preference, the firearm(s) will be placed into the Evidence and Property Section per OMS 106.01.

   b. Storage/Disposition

   1. Every firearm surrendered or recovered, including any concealed weapons permit, must be inventoried and submitted to the Evidence and Property Section per OMS 106.01.

   2. When placing items in the Evidence and Property Section that were seized pursuant to the execution of a search warrant, the officer will complete the Return and Inventory (DPD 373) and the Extreme Risk Protection Order Inventory and Receipt (DPD 802b).

   3. If the respondent elects to transfer an antique/curio or relic firearm to a relative, the party taking possession must present a notarized letter from the owner/respondent authorizing release of the firearm to the relative. The relative will also complete any firearm release form required of the Evidence and Property Section to facilitate the transfer. The relative must agree to maintain custody of the firearm(s) and not return the firearm(s) to the respondent or give the respondent access to the firearm(s) until any T/ERPO entered by a court has been terminated. Upon notification and if the firearm is transferred to a relative, the police department will provide notice to the City Attorney’s Office Mental Health Unit.

   c. Person Other Than Named Respondent Claims Title to Surrendered Firearm(s)

   1. If a person other than the respondent claims title to any surrendered firearms or firearms taken custody of by the police department, an investigation into the person’s claim will be conducted.

   2. If it is determined that the person other than the respondent is the lawful owner of the firearm(s), the firearm(s) will be returned consistent with OMS 106.08 to that person if:
   - The firearm is removed from the respondent’s custody, control, or possession, and the lawful owner agrees to store the firearm so that the respondent does not have access to or control of the firearm; and
   - The firearm is not otherwise unlawfully possessed by the lawful owner.

   3. If a firearm is returned to the lawful owner, the police department will provide notice to the City Attorney’s Office Mental Health Unit.

(6) Termination/Expiration of T/ERPO:

   a. The court will notify DPD and the City Attorney’s Office of any request from the respondent to terminate the ERPO. At any time within sixty-three (63) days before the expiration of the order, a petitioner, family or household member of the respondent, or the police department may request renewal of the order. Court personnel are responsible for tracking the expiration of orders and should consult with the Domestic Violence Unit sergeant and the City Attorney’s Office Mental Health Unit regarding renewal of the order. If it is determined that renewal is appropriate, the City Attorney’s Office Mental Health Unit will file a motion with the court and the police department.
must serve a copy of the motion and notice of hearing in the same manner outlined in Section (4) b. 3. above.

b. Firearm(s) and/or concealed weapons permit(s) must be returned, if requested by respondent, when an ERPO is not granted (but were seized under the TERPO) and when an ERPO is terminated or expires without renewal, so long as the respondent is eligible to own or possess a firearm under federal and state law. If the police department receives notification from the court that a T/ERPO has expired or terminated, a Domestic Violence Prevention detective must notify the Evidence and Property Section that the property is eligible for release. The Evidence and Property Section must notify the respondent of the process for return of his or her property pursuant to OMS 106.05. If the respondent requests return of the firearm(s) and/or a concealed weapons permit, the police department must return any such items currently held by DPD within three (3) days of completion of a record check pursuant to CRS §24-33.5-424.

c. Any firearm surrendered by the respondent or seized by the police department that remains unclaimed by the respondent or lawful owner for at least one year from the date the temporary or continuing order expired, whichever is later, becomes the property of the police department and will be disposed of per forfeiture procedures outlined in OMS 106.05 (2). Documentation of the disposition must be submitted to the respondent and the courts and be maintained by the Evidence and Property Section.

d. The police department must promptly remove the order from any computer-based system the order was entered into upon notice from the court of the T/ERPO termination/expiration.

(7) **Out of County Procedures:**

a. The Denver Police Department will only petition for and serve a T/ERPO within the City & County of Denver. If a T/ERPO originating in the City & County of Denver includes a search warrant for property located outside of the jurisdiction, the police department will contact the local law enforcement agency to coordinate execution of the search warrant.

b. Any TERPO or search warrant issued by a court outside the City & County of Denver involving a respondent who resides in the City & County of Denver or has firearms within the City & County of Denver should be referred to the Domestic Violence Unit at DPDERPO@denvergov.org.
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501.01 Chain of Command

(1) Authority of Supervisors and Command Officers:

Department personnel will be required to take direct orders from, and be directly responsible to, one supervisory officer, except as otherwise provided herein.

a. Orders related to departmental policy or procedure will emanate from the Chief of Police and will be directed to the level of execution through bureaus and then by succession of the several levels of rank in each division as they are applicable, in such a way that department personnel will receive such orders or directives from their immediate supervisor.

b. Any such occurrence requiring departure from an order, or any part thereof, will be reported at once to the commanding officer on-duty next in the chain of command.

c. Supervisory direction from outside an officer's regular chain of command is detailed in Duty and Responsibility 4.05.

(2) Ranking Officer at Crime Scenes and Other Incidents:

Ranking officers will:

a. Return to service all personnel not needed at the scene.

b. Assume command of the scene investigation and immediate area until relieved by higher authority or as determined by policy.

c. Direct all uniformed and investigative personnel, including supervisors, so that their efforts and skills can be fully utilized. Investigative or specialized personnel may oversee the immediate crime scene or area as determined by policy.

d. When appropriate and prior to his/her arrival, review progress of the investigation/response and ensure all phases are properly addressed and documented.

e. In cases of homicide or other serious felonies, will cause the commanding officer of their assignment and the affected investigative division, section, or unit to be notified. See OMS 301.15.

f. Determine if a crime scene is to be protected after completion of the original investigation, and make the necessary arrangement of uniformed personnel if needed.

g. When appropriate and reasonable, the district commander will take charge of all such actions in their district, when available. Upon arrival of the district commander, he/she will be the incident commander unless relieved by higher authority, or this responsibility is delegated; however, the immediate scene or area may be under the command of a lower ranking officer as determined by policy.

(3) Suggestions for the Improvement of Service:

Department personnel who wish to make suggestions for the improvement of service may communicate in writing through official channels to the:

a. Department personnel's supervisor / commander / director

b. Planning, Research and Support Section (dpdplanning@denvergov.org)

c. Chief of Police

(4) Operations Manual Corrections - Minor:

Department personnel may notify the Planning, Research and Support Section of minor errors (e.g., spelling, punctuation, unit designations, etc.) at dpdplanning@denvergov.org. Requests for
changes to procedures or policy will be handled per section (3).

(5) **REQUESTS, COMPLAINTS, SUGGESTIONS, IRREGULARITIES – CHANNELS:**
All requests, complaints, suggestions, or reports of occurrences of irregularities regarding policies, procedures, or assignments of the police department will be directed through channels as follows:

a. Department personnel will direct all requests, complaints, reports, or suggestions to their immediate supervisor in writing. A DPD 200 will be used for such communication unless prepared forms are provided, and may be submitted in person or by email to the appropriate person/entity.

1. **EXCEPTIONS:** If the complaint is against the officer’s immediate supervisor, the officer may direct the initial communication to the officer next higher in rank within the division.

2. Any officer or employee of this department who feels threatened in any manner, or feels that the integrity of the department is in jeopardy, is authorized to report this situation directly to the Chief of Police or to the commanding officer of the Internal Affairs Division without reporting first to his/her supervisory officer.

3. All department personnel receiving such communications from a subordinate will respond accordingly as soon as practical.

b. Department personnel receiving a reply from their immediate supervisor in answer to such communication that is not satisfactory, may direct a communication to the officer next higher in rank in their division/district. Such communication will include a copy of the communication to their immediate supervisor and a copy of their reply. This process may be carried as far as the Office of the Executive Director of Safety so long as each succeeding level of command within the division/district has given a reply.

c. Except as may be otherwise provided by Denver Civil Service regulations or department policy, such communications will not be directed to any office outside the Department of Safety without the written permission of the Chief of Police and the Executive Director of Safety.

d. Department personnel will be free to seek advice and counsel or obtain the assistance of other officers in the classified service in their presentation of a complaint at any command level, as long as all involved parties in such complaint restrict their activity to the provisions of this chain of command procedure.

1. In complaints reaching the level of division commander or higher without solution, complaining department personnel may be represented by duly authorized members of the Denver Police Protective Association or by private legal counsel.

2. Any officer in the classified service who so assists another officer in the presentation of any complaint will not be penalized or prejudiced in any manner because of such presentation.

(6) **TRAINING BULLETIN REQUESTS:**
Requests for publication of training bulletins will be processed as follows:

a. The requesting department personnel will submit the proposed training bulletin through the chain of command to the applicable deputy chief for review. The deputy chief will approve or deny the request, or direct that revisions be made prior to its publication.

b. Upon approval, the deputy chief will forward the training bulletin to the Planning,
Research and Support Section for publication.

c. The Planning, Research and Support Section will review the training bulletin for spelling, grammar, formatting, etc., and make such revision as may be necessary. The training bulletin will then be published through PowerDMS for review and acknowledgement by designated personnel.

(7) PROPOSED LAW CHANGES AND LEGAL OPINIONS:
All matters related to proposed resolutions, new ordinance initiation or current ordinance amendment must be processed through the chain of command to the Executive Director of Safety's Office prior to being considered for the mayor-council or city council agenda. Additionally, requests for legal research, opinion or drafting of such matters will be forwarded to the Denver City Attorney's Office only after being processed through the chain of command and via the Executive Director of Safety's Office. The Chief of Police may authorize designated personnel to confer with the Denver City Attorney's Office for legal opinions and policy/procedure development.

(8) LOBBYING:
Only the Chief of Police (or designee) may engage in lobbying reflecting the official position of the Denver Police Department at the city council or the state legislature. Any officer desiring to take part in the lobbying process will contact, in writing, the Deputy Chief of Administration through the chain of command. This will also include any testimony at either city council or the state legislature.

(9) REPRESENTATIVES OF EMPLOYEE ORGANIZATIONS:
Representatives of employee organizations, when conducting organization business, are not restricted by the chain of command of their respective assignments.

501.02 ALLOTMENT AND ASSIGNMENT OF PERSONNEL

(1) RESPONSIBILITY:
District stations have the basic responsibility of providing efficient and complete patrol service twenty-four (24) hours a day, every day, as well as designated investigative functions. This must be a paramount consideration of commanders and is their basic responsibility that the public receive high quality and efficient service and protection.

a. Days off, vacation, sick leave, and other absences (when possible) will be planned and calculated to operate with effective staffing levels. Emergencies and/or extenuating circumstances may impact staffing levels.

b. Days off, vacation, sick leave, and other absences (when possible) will be planned and computed to efficiently operate under established staffing requirements. Emergencies and/or extenuating circumstances may impact staffing levels.

c. When possible and appropriate, supervisors may accommodate scheduling requests for training and higher education.

d. At all times, supervisory officers will be present during shift changes barring an emergency or if assigned to a call for service.

(2) SPOUSAL CONSIDERATIONS:
Officers who are married to each other will be allowed to work the same bureau, division, district,
section, unit, or detail, but will not be allowed to work the same assignment as partners.

501.03 Punctuality

(1) **Roll Call - Uniformed Operational Assignments:**

a. Roll calls will be conducted in a professional manner. Commands and execution by the ranks should be in conformance with traditional police procedures.

b. Personnel inspections should be performed by a command or supervisory officer at least once per work period. All officers will be properly groomed, attired and equipped.

c. Command and supervisory officers will make daily assignments, read pertinent orders and information, and conduct or arrange for necessary roll call training.

d. All information read or disseminated at roll call must have prior approval from a supervisor or command officer. The approving officer will make certain that the information is current, valid, and appropriate. The approving officer will then affix his/her initials, serial number, and date approved to the item before placing it on the roll call clipboard. After the item has been presented at roll calls for the appropriate duration, it will be placed in a chronological file at the assignment and retained for one year.

(2) **Penalties:**

a. Whenever an officer is late, the on-duty supervisor of the officer involved will document the incident as a journal entry in his/her performance evaluation record and indicate whether the lateness is excused or unexcused. The supervisor will inform the officer of the journal entry at the earliest reasonable opportunity.

b. All incidents of unexcused lateness will, at a minimum, be entered in an officer's performance evaluation. The first such incident of lateness will result in an oral admonition and counseling of the officer as to the potential minimum penalties for repeat violations. Minimum penalty assessments for subsequent sustained violations are as follows:

1. 2nd unexcused violation: oral reprimand.
2. 3rd unexcused violation: written reprimand.
3. 4th unexcused violation: fine of eight (8) hours off.
4. Subsequent unexcused violations will be dealt with more severely.
5. The Chief of Police (or designee) may elect to treat an officer having six (6) unexcused violations within any twelve (12) consecutive months or nine (9) unexcused violations within any three (3) consecutive years as a chronic offender. Discipline of chronic offenders will be imposed separate and apart from the provisions of this policy and the penalty therefore may be based on an officer's entire attendance history.
The policy of the Denver Police department in creating a complaint and discipline process is to establish a set of accountability standards that address how complaints of officer misconduct are made, filtered, processed and evaluated at all levels. These standards are driven by the mission, vision and value statements of the department, and find as their chief cornerstones the Law Enforcement Code of Ethics and the rules and regulations of the department. These documents set the foundation for accountability of the department and its members to citizens whom it serves, to the greater law enforcement community of which it is a member and to the Constitution of the United States, which the department has sworn to uphold.

The department recognizes the vital importance of the internal investigation process and that no system of discipline can be effective without investigations that can be considered by members of the department and the general public as unbiased and trustworthy. The department is committed to investigating all allegations of officer misconduct in a fair, thorough and timely manner in accordance with accepted department policies and procedures. Such investigations must be conducted with full regard for the Officer’s Bill of Rights and all other rights and respect due to fellow officers. Likewise, they must be conducted with regard for the rights and respect due to non-sworn members of the department, all complainants and witnesses and all other citizens. The administration of the discipline process will not discriminate against anyone on the actual or perceived basis of race, color, creed, national origin, ancestry, gender, sexual orientation, age, religion, political affiliation, physical or mental disability, military status, marital status, or other basis protected by Federal, State, or local law or regulation. The department further believes that truthfulness is vital in an internal investigation and is expected and demanded from all department personnel who may be the subject of or a witness in an investigation.

Lastly, the department understands that timeliness in the investigation of misconduct allegations, and when warranted the imposition of discipline, are critical components of the complaint and discipline process. Unnecessary delays may be unfair to the involved officers, community members alleging or harmed by officer misconduct and the department as a whole, and will be avoided to the extent possible. However, issues related to timeliness are not considered mitigating factors, or grounds to decline the imposition of discipline.

This policy applies only to members of the classified service of the Denver Police Department.

Guidelines and Definitions:

Subject Officer: The officer under investigation for possible misconduct.

Complaint: An allegation of misconduct.

Service Complaint: A citizen complaint that pertains generally to services or policies of the department but which is not an allegation of misconduct against an employee.

Misconduct: A violation of a law, policy, procedure, or rule and regulation. There are several classifications of misconduct:

- Minor Misconduct: Potential violations of policy or procedure that have minimal adverse impact on the operation or integrity of the department and that are not likely to result in a formal disciplinary action against a named employee.
- Pattern Misconduct: A pattern of potential misconduct by an officer or group of officers that includes, but is not limited to, allegations or complaints over time that indicate conduct of more
concern than that created by infrequent or isolated incidents of citizen complaints or unacceptable conduct.

- **General Misconduct**: All potential violations that do not fall into the categories of minor, serious, or pattern misconduct are considered general misconduct. Examples of general misconduct include but are not limited to: violation of a policy that requires a fixed penalty such as failure to attend court, failure to attend scheduled training, or failure to complete firearms qualification.

- **Serious Misconduct (including Conduct Prohibited by Law)**: Potential violations of policies, procedures, rules, or regulations that have an adverse impact on the operation or integrity of the department and that, if proven, would likely result in formal disciplinary action against a named employee. Investigations involving allegations of serious misconduct or law violations will be conducted by the Internal Affairs Division. Examples of serious misconduct include but are not limited to: commission of a deceptive act, sexual misconduct, inappropriate force, harassment, discrimination, and conduct prohibited by law.

**Complaint Intake**: The initial fact finding stage of an investigation in which a sergeant or above determines whether or not the complaint, if true, would constitute misconduct, or if the issue amounts to a service complaint.

**Denver Police Department Discipline Handbook: Conduct Principles and Disciplinary Guidelines**: The official guide adopted by the Executive Director of Safety and Chief of Police to be utilized by all persons responsible for making disciplinary recommendations and determinations. The *Discipline Handbook* sets forth the procedures for determining whether officers have violated DPD rules or policies and, if so, guidelines for making penalty recommendations and determinations.

**Discipline Matrix**: The official guide adopted by the Executive Director of Safety and Chief of Police establishing penalty ranges and limits for misconduct to be utilized when making penalty recommendations and determinations.

**Dismissal**: The Chief of Police (or designee) may elect not to investigate and thereby dismiss certain complaints. The grounds for dismissal of complaints are outlined in OMS 503.01(5).

**Formal Investigation**: All allegations of misconduct that are not classified as minor misconduct, service complaints, or dismissals will be formally investigated. An Internal Affairs Division complaint number will be issued for each formal investigation and an official disposition will be handled by the Internal Affairs Division, with the exception of scheduled discipline, which will be conducted by the subject officer's chain of command. Nothing will prevent division or district level supervisory or command officers from conducting an initial investigation prior to forwarding the issue to the Internal Affairs Division for a full investigation per procedures outlined in OMS 503.01.

**Informal Investigation**: Informal investigations are conducted when there is a complaint of minor misconduct. If applicable, the investigation should include debriefing the subject officer regarding a complainant's concerns about the officer's actions or quality of service. The informal investigation is an expedited process that does not result in a formal finding or the imposition of discipline.

**Investigative Review Process (IRP)**: The Investigative Review Process (IRP) is a review process consisting of two (2) phases. Phase I consists of a review by the subject officer (and his or her representative) of the Internal Affairs Division (IAD) investigative reports. Phase II consists of a meeting between the subject officer, his or her representative, the investigating officer, and the IAD commander with the intent of reaching an agreement as to the material facts of the case.

**Deliberative Process**: The Office of the Independent Monitor, the Citizen Oversight Board, and the officers and citizens who serve on the department's internal review boards such as, Use of Force Review Board, and Tactics Review Board are all part of the city's deliberative process regarding investigative and disciplinary procedures for sworn personnel. As such, all information learned by any of those persons or groups during the exercise of their duties will be protected by the deliberative process privilege.
Scheduled Discipline: Those rules, regulations, and policies for which violations carry penalties that are defined by a table or schedule. A complete listing of these policies can be found in Appendix F of the Discipline Handbook.

(3) **Roles and Responsibilities:**

a. Individual Officer Responsibility:

1. All officers of the department will report possible misconduct by other officers to a supervisor, command officer, or the IAD regardless of whether the reporting officer has firsthand knowledge of, or has otherwise learned of, the alleged misconduct. If the possible misconduct involves the officer’s supervisor or command officer, the reporting officer may report the possible misconduct directly to the IAD, the Office of the Independent Monitor (OIM) or the Chief of Police.

2. When any member of the Denver Police department (on or off-duty) is involved in an incident occurring within the City and County of Denver, that requires, or may require police attention, the investigating officer or the involved officer will immediately notify a Denver Police department supervisor, command officer, or IAD. For incidents occurring outside the City and County of Denver, the involved officer may request that the investigating officer make the notification; however, the ultimate responsibility for notification lies with the involved officer.

b. Mandatory notification requirements apply to the following circumstances:

1. An off-duty officer exercises police authority that results in an arrest and/or use of force.

2. **On-duty motor vehicle accidents in the City and County of Denver:**

   A supervisor or command officer will be notified immediately when an employee is involved in a traffic accident while on duty, whether or not there is property damage or injury. If the accident occurs within the City and County of Denver, a supervisory or command officer will respond to the scene and determine the appropriate course of action.

3. **On-duty motor vehicle accidents outside the City and County of Denver:**

   A supervisor or command officer will be notified and will make a determination as to whether their response or that of the Internal Affairs Division is required based on the criteria outlined in OMS 503.01(4).

4. **Off-duty motor vehicle accidents in the City and County of Denver:**

   When an off-duty Denver police officer, driving his/her private vehicle is involved in a traffic accident occurring within the city limits, and at least one of the criteria in OMS 203.02(1) is present, the officer will notify Denver 911 and request that an on-duty officer be sent to the scene to investigate the accident. The investigating officer will also notify a supervisor who will respond to the scene and ensure a thorough investigation. If appropriate, charges will be placed against one or more involved drivers.

5. Any sworn personnel who becomes aware that he or she is under investigation, or charged with any crime.

6. An officer is the victim of a crime (crimes against persons’ statute or ordinance) and police are notified, or reasonably should have been notified.

7. An officer is arrested, charged, or convicted of a criminal offense.

8. An officer is charged with a traffic offense of eight (8) or more points.

9. An officer’s driving privileges are suspended or revoked.

10. An officer is served with a restraining/protection order issued as a result of alleged domestic violence or criminal activity.
11. Any incident that has the potential for police involvement, or could have a pronounced negative impact on the professional image of the department, and the officer is directly involved.

c. Officers will cooperate in a department investigation and will answer questions by, or render material and relevant statements to, the appropriate supervisor, command officer, or IAD investigating officer. Officers will answer all questions fully and truthfully and will not omit any material facts.

d. For the duration of the complaint process, including the complaint intake, formal investigation, and IRP, the subject officer and his or her representative are prohibited from contacting and/or interviewing any witnesses or conducting any type of investigation into the allegations. The only officers authorized to interview witnesses or the subject officer, or to conduct any further investigation of a case on behalf of the department or its members are those investigating officers designated by the Commander of IAD or the Chief of Police.

e. A subject officer will not be armed during a pre-disciplinary meeting (Chief's Hearing) with the Chief of Police (or designee).

f. General Supervisor and Command Officer Responsibilities:

1. A supervisor or command officer must assume the duties and obligations of his or her rank in the investigation of misconduct by police personnel.

2. A supervisor or command officer will continually examine areas of the police operation under his or her purview.

3. A supervisor or command officer will not look to higher authority to initiate investigations when the actions in question are within his or her own authority.

4. The Internal Affairs Division may be requested when the complexity of the case justifies such assistance.

5. A supervisor or command officer of a bureau, division or district will resolve minor procedural violations in accordance with this policy. If the supervisor/command officer determines that training, oral admonishment, counseling, etc. is an appropriate action involving an employee, the command officer will be responsible for ensuring that the training, oral admonishment, counseling, etc. is accomplished and documented.

6. A supervisor or command officer of a bureau, division or district will conduct an investigation in accordance with this policy.

7. A supervisor or command officer of a bureau, division or district will immediately report to IAD all allegations of serious misconduct, including conduct prohibited by law.

8. A supervisor or command officer of a bureau, division or district will, in a timely manner, notify the IAD regarding allegations of general misconduct or pattern misconduct that is not serious in nature and does not constitute conduct prohibited by law.

9. Supervisors and command officers will obtain the assistance of IAD or a superior officer when assistance is needed with the complaint process or while conducting a complaint intake or investigation.

10. If a supervisor or command officer observes or learns of possible misconduct by an officer not under his or her supervision, the supervisor or command officer will notify the supervisor or command officer of the subject officer. (See OMS Duties and Responsibilities section regarding responsibilities of all supervisor officers [including command officers] with respect to discipline and conduct of officers.)

11. Any command officer (or supervisor, with the approval of a higher ranking officer) may relieve an officer of duty when the charges are of a serious nature and it appears that such action would be in the best interest of the department or the officer. Officers will surrender their badges and identification cards when relieved of duty.
12. Whenever it becomes necessary to place a Denver police officer in any detention facility, the ranking supervisor or command officer handling the case will immediately relieve the officer of duty and retain all department property in the officer’s possession. Requests to hold or obtain the subject officer’s police uniform will be made to the proper authority in the detention facility. The ranking supervisor or command officer will immediately notify the IAD of the subject officer’s detention or incarceration.

13. The IAD commander, the Chief of Police or the Executive Director of Safety will report all allegations of serious misconduct, including conduct prohibited by law to the Office of the Independent Monitor within three business days of becoming aware of the allegations.

g. Investigating Supervisor and Command Officer Responsibility:

1. The bureau deputy chief, or division or district commander will review the matter to determine whether the investigation should be conducted at the bureau, division or district level or forwarded to the IAD. The bureau deputy chief, or division or district commander is responsible for ensuring that all original reports, forms, related documentation, and materials collected during the intake process are sent to the IAD along with a request for a formal investigation.

2. When alleged misconduct is classified as serious misconduct, including conduct prohibited by law, the supervisor or command officer will immediately contact the IAD, which will coordinate the intake for such allegations. The commanding officer of a subject officer will ensure that complaints are processed as required by this policy.

3. The bureau deputy chief or commander of the division or district will be responsible for monitoring the performance and conduct of employees under his or her command and, if any conduct indicates an emerging pattern of unacceptable behavior, the bureau deputy chief or commander will initiate actions to correct the behavior, including advising the involved employees that any further allegation of a pattern of unacceptable behavior may be handled as a formal investigation.

h. Internal Affairs Division (IAD) Authority and Responsibilities:

1. Officers of the IAD act directly pursuant to the command and with the authority of the Chief of Police. They have the authority to require any officer of the department, regardless of rank or appointment, to make a full and complete disclosure pertaining to the commission of, or omission of, any act which might be in conflict with that officer’s, or any other officer’s departmental duties and obligations. The IAD commander may, at his/her discretion, investigate any complaint lodged against any other officer of the department, regardless of rank or appointment.

2. Upon receipt of information from an officer or supervisor regarding an allegation of serious or pattern misconduct, the IAD will immediately begin a formal investigation into the allegations.

3. The IAD will have the full authority to conduct an investigation without interference from any officer.

4. The primary duty of the IAD will be to ensure the integrity of the department. The IAD will direct its efforts toward conducting an efficient, impartial, prompt, and complete investigation of allegations of misconduct by officers of the department.

5. The IAD will maintain files of disciplinary investigations pursuant to the applicable document retention schedule of the department and the city. The files will contain all complaints, final dispositions, supporting documents, and other investigative material pertaining to disciplinary cases.

i. Monitor’s Role in IAD Investigations.
The Office of the Independent Monitor will actively monitor and participate in any criminal investigation of the incidents set forth. In addition, IAD will investigate any incident set forth below and the monitor’s office will actively monitor and participate in such IAD investigations:

1. Any shooting involving a Denver police officer, whether duty related or not;
2. Any in custody death;
3. Any duty related incident during which, or as a result of which, anyone dies or suffers serious bodily injury as that term is defined in CRS §18.1.901(3)(p), as it may be amended from time to time;
4. Any incident whether or not duty related, in which a Denver police officer is under investigation for, or charged by, any jurisdiction with a felony;
5. Any incident, whether or not duty related, in which a Denver police officer is under investigation for, or charged with, any crime set forth in CRS Title 18, Article 3 (offenses against the person, which includes homicide, assault, kidnapping, and unlawful sexual behavior) as they may be amended from time to time; or
6. Any incident, whether or not duty related, in which a Denver police officer is under investigation for, or charged by, any jurisdiction with a misdemeanor or local law violation in which a use of force (defined as assaulting, beating, striking, fighting, or inflicting violence on a person) or threatened use of force is an element of the offense.
7. If no criminal charges are filed subsequent to an investigation or such criminal charges are dismissed, the monitor’s office will nevertheless have the discretion to monitor any internal investigation arising from the subject incident.
8. In addition, the monitor’s office will monitor any other internal investigation of possible misconduct by Denver police personnel when requested to do so by the Citizen Oversight Board or Executive Director of Safety. The board or executive director will advise the monitor’s office of the reasons why the board or the executive-director believes the monitor’s office should monitor the investigation. Within three (3) business days of determining to monitor an investigation or of receiving the request from the board or the executive director, the monitor’s office will advise IAD only that the monitor’s office will monitor the investigation.
9. The Monitor and/or his designee may attend all Internal Affairs officer and civilian interviews. The Monitor may suggest questions for the IAD interviewers to ask of the witnesses, but the IAD interviewer retains the discretion to determine the subject matter and form of the questions to be asked.
10. The monitor will have access to all evidentiary items and stages of the administrative investigation. Where the investigation involves potential criminal charges, the Denver District Attorney’s Office may restrict or place conditions on access that he or she believes would jeopardize the integrity of the investigation or adversely impact any potential criminal prosecution. The monitor will also have complete access to all department documents and electronic files relating to any complaints against, or investigations of, sworn personnel within the monitor’s jurisdiction and personnel files, including work history and officer statements but not including documents protected by the attorney client privilege or the attorney work product privilege.
11. During the course of the investigation, the monitor may discuss the investigation with IAD including recommending additional investigation.
12. For any investigation that it monitors, the monitor will review the investigation to ensure that it is thorough and complete. If the monitor cannot certify that the investigation is thorough and complete, the monitor may request that IAD conduct additional investigation. If IAD does not complete the additional investigation to the monitor’s
satisfaction, the monitor may conduct additional investigation, including issuing subpoenas.

13. The monitor will advise the Citizen Oversight Board, Executive Director of Safety, and Chief of Police of the reasons that the monitor was not satisfied with IAD's investigation and of the additional investigation conducted by, or to be conducted by the monitor. The IAD will not forward the investigation until the monitor has completed its supplemental investigation, if any, and then the IAD will forward its investigation together with the monitor's supplemental investigation to the appropriate person(s).

14. The monitor will treat all documents and information regarding specific investigations or officers as confidential and will divulge such information on a need to know basis or unless otherwise disclosed by the City and County of Denver.

(4) COMPLAINT INTAKE PROCEDURES

a. Processing Allegations:

1. Allegations by citizens: Any officer who is contacted by a citizen wishing to complain about possible misconduct by an officer will immediately put the citizen in contact with an on duty supervisor. The supervisor will attempt to make contact with the complainant immediately, but in no case later than the end of his or her shift. The supervisor will complete a Commendation/Complaint Intake Form as prescribed in this policy.

2. Allegations by officers: Any officer who has observed or otherwise learned of possible misconduct committed by another officer will report the same directly to a supervisor in the reporting officer's or subject officer's chain of command or to the IAD. Any officer who initiates an allegation will prepare an Inter Department Correspondence (DPD 200), outlining the allegations and/or other reports as directed by a supervisor. The reporting officer will not communicate his or her allegation to any other agency, officer, or individual without proper authorization in compliance with all OMS governing the same.

3. Allegations by government officials: Allegations of misconduct made by government officials (including, but not limited to, law enforcement agencies, judges and prosecutors) will be handled by the IAD. The IAD will review the allegation and determine whether the case will be handled at the bureau, division or district level or by the IAD.

4. Allegations by filing of law suits or tort claims: Allegations of misconduct made in the form of tort claims or law suits will be reviewed by the Office of the Independent Monitor and IAD to determine whether an IAD investigation would be warranted.

5. Complaints against the Chief of Police: If the Chief of Police has engaged in possible misconduct, the IAD will forward a copy of the allegation to the Executive Director of Safety for his or her direction. The Executive Director of Safety (or designee) will confer with the Independent Monitor (and may retain an independent investigator from outside the department) in such circumstances.

b. Complaint Screening:

The supervisor or command officer receiving the complaint will make an initial determination whether the complaint describes possible misconduct, the issue amounts to a service complaint, or the complaint is eligible for mediation and/or dismissal based on the criteria set forth below.

1. If the supervisor concludes that the complaint should be handled as a service complaint or describes possible misconduct, the complaint will be documented on the Commendation/Complaint Intake Form (DPD 687), and forwarded to Internal Affairs. Regardless of who will eventually handle the investigation or complaint resolution, the supervisor or command officer conducting the complaint intake will collect any evidence necessary to ensure that there can be a complete determination of facts in the case.
2. If the supervisor concludes that the complaint does not state a violation of a law, policy, procedure, rule and regulation, the supervisor may resolve the issue by explaining the law, policies, procedure, rules and regulations to the complainant and indicating that no further investigation will take place. If the complainant is not satisfied with the explanation provided, the supervisor will refer the complainant to the Internal Affairs Division or the Office of the Independent Monitor.

3. If the supervisor believes the complaint is eligible for mediation and/or dismissal, the responsible supervisor will be required to initiate and complete, as much as possible, and per policy, the investigation of the complaint regardless of any possible future mediation option. The complaint information will then be forwarded to the Internal Affairs Division for a final determination.

(5) A COMPLAINT MAY BE DISMISSED FOR THE FOLLOWING REASONS:

a. Mediation:

Mediation is a voluntary process involving numerous stakeholders, including community members, police officers, police administration and the Independent Monitor. There is no right to mediation. Even if a complaint is eligible for mediation, any stakeholder may decline to allow it to be resolved through the mediation process for any reason.

1. No stakeholder will be required to state the reason for declining to participate in mediation or agreeing to assign a case for mediation. Statements made during mediation are considered confidential and cannot be used against either party in any future criminal or civil matter.

2. Furthermore, the decision to mediate a matter or not to mediate a matter cannot be considered during disciplinary proceedings in comparing the discipline issued in previous matters to that issued in a pending matter (i.e., cannot be used for purposes of considering "consistent discipline"). A complaint will be dismissed upon the completion of a mediation session administered by the Monitor's Office.

3. A complaint may be considered for mediation if it resulted from a failure to communicate or a lack of communication such that the allegation would be resolved better through mediation than through the formal disciplinary process and if it meets any other requirements set forth below. A complaint which, if proven, could constitute a violation of RR-138, Discrimination, Harassment, and Retaliation, may be eligible for mediation only in accordance with the provisions of the department of Safety EEO Investigation Procedures.

4. Complaints ineligible for mediation:

Any allegation of misconduct that falls into one of the following conduct categories as presented in the Discipline Handbook or the listed descriptions is ineligible for mediation:

- **Category E:** Conduct that involves the serious abuse or misuse of authority, unethical behavior, or an act that results in an actual serious and adverse impact on officer or public safety or to the professionalism of the department.

- **Category F:** Any violation of law, rule or policy which: foreseeably results in death or serious bodily injury; or constitutes willful and wanton disregard of department values; or involves any act which demonstrates a serious lack of the integrity, ethics or character related to an officer's fitness to hold the position of police officer; or involves egregious misconduct substantially contrary to the standards of conduct reasonably expected of one whose sworn duty is to uphold the law; or involves any conduct which constitutes the failure to adhere to any contractual condition of employment or requirement of certification mandated by law.
Any allegation of misconduct which, if proven, could constitute a violation of any rule that the Denver Civil Service Commission has designated as making an applicant ineligible to take a promotional examination for, or to be promoted to, the ranks of sergeant, lieutenant, or captain is ineligible for mediation.

5. Any allegation of misconduct that falls into the following conduct category, as presented in the Discipline Handbook, is eligible for mediation only if the Executive Director of Safety, the Chief of Police, and the Independent Monitor all agree that mediation is appropriate.

- **Category D**: Conduct substantially contrary to the values of the department or that substantially interferes with its mission, operations or professional image, or that involves a demonstrable serious risk to officer or public safety.

6. Any allegation of misconduct that falls into one of the following conduct categories, as presented in the Discipline Handbook, is eligible for mediation only if the Internal Affairs Division and the Independent Monitor agree that mediation is appropriate.

- **Category A**: Conduct that has a minimal negative impact on the operations or professional image of the department.
- **Category B**: Conduct that has more than a minimal negative impact on the operations or professional image of the department; or that negatively impacts relationships with other officers, agencies or the public.
- **Category C**: Conduct that has a pronounced negative impact on the operations or professional image of the department, or on relationships with other officers, agencies or the public.

7. **Final authority on mediation eligibility**:

   Even if a complaint is eligible for mediation, the Executive Director of Safety (or designee), the Chief of Police (or designee), or the Monitor (or designee) has the authority to decide for any reason that a case should not be assigned for mediation.

b. **Mediation Procedures**:

   If the complainant expresses an interest in mediating the complaint, that fact will be documented on the Commendation/Complaint Intake Form which will be forwarded to Internal Affairs for further review. Both the IAD commander and the monitor must agree that a complaint is appropriate for mediation for it to be assigned to the mediation program.

1. The complainant will be advised that the complaint is eligible for mediation, and a determination will be made whether the complainant is still interested in mediation.

2. If a complaint has been approved for mediation, a notice will be sent in writing by the Office of Independent Monitor to the involved officer(s), with a copy to their commanding officer, which will include:

   - The complaint number
   - The name of the complainant(s)
   - The nature of the allegations
   - An explanation of the mediation program
   - An advisement to the officer(s) of the IAD and Monitor's conclusion that the case is appropriate for mediation
   - A request from the Monitor that the involved officer(s) contact the Monitor’s office within the next five (5) working days of receipt of the notice
   - An explanation that participation in the mediation program is voluntary and that upon completion of the mediation, the complaint will be dismissed. A failure to respond
the request will be construed to mean the officer has declined the opportunity to mediate the complaint.

3. The involved officer's supervisors will ensure that the IAD mediation notice is delivered to the involved officer(s) as soon as possible.

4. If any of the involved officers decline to participate in mediation, the complaint will be returned to the intake process in accordance with normal IAD policies and procedures.

5. If a complainant fails to appear for a scheduled mediation, without good cause as determined by the Chief of Police or his designee, the involved officer(s) will be provided with the choice of either rescheduling the mediation or having the case dismissed by IAD.

6. If any of the involved officers fail to appear for a previously scheduled mediation, without good cause, the monitor will notify IAD so that appropriate action can be taken. The complaint may then be processed by IAD as per normal policies and procedures.

7. Upon completion of the mediation, the complaint will be dismissed. No new complaint will be accepted based on the conduct of an officer during mediation. The mediation session will be confidential (with statutory exceptions) as per CRS §13-22-307 and the Colorado Council of Mediators Revised Code of Professional Conduct, Section V and there will be no requirement that an agreement be reached during the course of mediation.

c. Judicial or Administrative Review:

The complainant could reasonably be expected to use, or is using, another remedy or channel for the grievance stated in the complaint. Complaints that are subject to judicial, administrative, or other review which will explicitly or implicitly require a finding or ruling on the conduct that is the subject of the complaint may be dismissed. A complaint should be dismissed on this basis only if the alternative channel is reasonably accessible to the complainant and can provide an adequate remedy.

d. Untimely:

The complainant delayed too long in filing the complaint to justify present examination. IAD may waive the timeliness requirement for good cause.

1. Except for good cause, complaints of minor misconduct involving courtesy, communications, and minor rules violations should be filed within sixty (60) days of the incident.

2. Except for good cause, complaints of serious misconduct including, inappropriate force, egregious acts of disparate treatment, or major rules violations should be filed within six (6) months of the incident. IAD may waive the time limit if there is substantial corroborating evidence of the misconduct.

3. There is no specific deadline for complaints alleging criminal conduct or corruption. Such complaints will be evaluated on their merits with due consideration for the quantity and quality of available evidence.

e. No Misconduct:

Even if all aspects of the complaint were true, no act of misconduct would have occurred. An allegation that fails to describe at least a potential violation of federal, state, or municipal law, or city or department policy will be dismissed. Occasionally, a complaint that fails to state misconduct may merit a referral to the Chief's Office for policy or other considerations or to mediation as a means of improving police community relations. A complaint may be dismissed if it is apparent that no misconduct was committed and if it is likely that additional investigation would not reach a different conclusion.

f. False or Trivial:

The complaint is trivial, frivolous, false, or not credible.
1. Allegations determined to be intentionally and materially false will be dismissed.
2. Trivial or frivolous complaints may be dismissed. Trivial or frivolous complaints allege minor technical violations of procedural rules which have negligible adverse effects on the public or the credibility of the department.
3. Complaints that are grossly illogical or improbable may be dismissed during intake by IAD or recommended for dismissal by bureau, district or division supervisors, per the procedure outlined in OMS 503.01(4)(b). However, care and compassion must be exercised to ensure that a full, fair and complete investigation is made of complaints made by those who may be suffering from a mental illness.

g. Third Party Complaints:
A complainant must generally have a reasonably direct relationship to the incident in order to file a minor complaint. Complainants are considered to have a direct relationship if they were directly affected by the alleged misconduct (first hand sources), witnessed the alleged misconduct (second hand sources), or have special, professional, or organizational knowledge about the alleged misconduct (e.g., a lawyer, judge, etc.)
1. Third hand or anonymous complaints that allege corruption or other very serious police misconduct will not be dismissed.
2. Dismissal is not allowed for third party complaints of less serious misconduct if there is a reasonable explanation why a person with standing has not filed a complaint (e.g. the person who was directly affected is a minor child; is elderly, disabled, or deceased; cannot communicate easily in English, is not a citizen; is wanted on criminal charges; or has been threatened, etc.).
3. Anonymous complaints of minor misconduct may be dismissed. However, supervisors will urge the complaining party to encourage a person with standing to file the complaint.

h. Complaints about Repeatedly Reviewed Categories of Police Activity:
IAD may receive allegations about some categories of police action (e.g. police procedures related to photo radar operations) that in the past have been repeatedly reviewed, preliminarily investigated, and subsequently dismissed by IAD. The discretion to summarily resolve a category of complaints should be exercised carefully with due regard to the nature and seriousness of the complaints.

i. History of Unfounded Complaints:
Occasionally, a single individual repeatedly files non meritorious, unfounded, or duplicative complaints, diverting time, attention and resources from other complaints. The IAD Commander may authorize in writing that repeated complaints from specifically named individuals receive special handling. District and division supervisors may also recommend dismissal and/or special handling for repeated complaints from specifically named individuals.
Special handling may mean that designated persons are required to file their complaints in writing or that they not be interviewed as part of the intake investigation. This procedure may be used if IAD can demonstrate that a person:
1. Has a history of filing unverifiable or non-credible complaints and was warned in writing that the filing of similar complaints in the future may result in special handling, rapid disposition, or other specified actions; or,
2. Previously filed a demonstrably false complaint. The discretion to specially handle complaints from named individuals must be exercised with great care and only with a supporting record.

j. Complainant Withdraws:
The complainant withdraws the complaint or fails to complete the necessary complaint steps. The complaint may be dismissed if the complainant requests that it be withdrawn or explicitly agrees that his or her concern has been resolved and that no further action need be taken on the complaint. The complaint may also be dismissed if the complainant cannot be located, does not respond to requests for information, or fails to complete other necessary steps in the complaint process. Whether dismissed during the intake process or during post intake screening, the file needs to demonstrate a good faith effort to communicate with the complainant. The complainant’s request to withdraw a complaint or failure to cooperate in an investigation does not require that IAD dismiss a complaint.

k. Unable to Identify Officer:

1. The identity of the officer cannot be determined. In some cases, there is no reasonable means of identifying the employee who is alleged to have committed misconduct. Depending on the nature of the complaint, dismissal may be prudent and proper to conserve limited public resources.

2. The complaint may be dismissed if, after a good faith effort, the involved employee cannot be identified and it would be unlikely that the employee would be identified. IAD may forward the complaint to an appropriate district or division commander for information and educational purposes.

l. No Jurisdiction:

DPD lacks jurisdiction. The authority to dismiss for lack of jurisdiction is inherent in the limited sovereignty of the City and County of Denver. IAD will dismiss complaints over which it has no jurisdiction, including complaints against persons who were not employed or supervised by DPD at the time the alleged misconduct was committed. If possible, IAD will refer the complainant to the proper department, agency or government entity. Complaints brought against career service employees may be taken by IAD or at any district or division and will be forwarded to IAD.

Complaints against career service employees are generally forwarded to, and resolved by Safety Human Resources Division.

The DPD lacks jurisdiction to discipline persons it no longer employs. As such, a complaint may be dismissed if the employee resigns, retires or will no longer be employed by the department by the time the investigation and discipline process can be completed. However, in cases of serious misconduct by former employees, the IAD commander may:

1. Conduct an investigation and refer it to the Denver District Attorney’s Office and/or place the findings in the employee’s IAD or personnel file, or

2. Review the actions of the employee’s supervisors, or

3. Review the department’s policies and training curriculum, or

4. Elect not to dismiss the complaint until after an investigation has been completed if it appears that the employee may be rehired by the department or by another law enforcement agency, or

5. Elect to close the complaint with a notice to the employee’s file that, should the employee return to the department at a later date, the case will be reopened and investigated.

(6) Conducting Informal Investigations:

A complaint which alleges minor misconduct may be handled in an expedited manner. Informal Investigations should be completed within five (5) days from the time the complaint is received by the district/division. Exceptions may occur when the involved employees are unavailable due to time off, vacation, illness, or other emergencies.

a. Supervisors will complete the following steps when handling a minor misconduct complaint:

1. Discuss the incident and the nature of the complaint with the involved officer(s) as well as the department’s expectations with respect to rules and procedures pertaining to the
issues in the complaint, the complainant’s perception of the officer’s behavior, and alternative approaches the officer could have possibly used to improve service.

2. Document the incident and actions taken on the Commendation/Complaint Intake Form (DPD 687).

3. If the investigation can be completed during the current tour of duty, all documentation will be forwarded to IAD where upon receipt a case number will be assigned.

4. If the investigation cannot be completed during the current tour of duty, the supervisor will contact IAD for a case number, and forward all documentation to IAD upon completion of the investigation.

b. IAD will review the documentation and determine if the actions taken by the investigating supervisor were sufficient to address the officer’s alleged misconduct.

1. If IAD determines that the complaint is eligible for dismissal based on the criteria outlined in OMS 503.01(4)b, the complaint will be forwarded to the Chief of Police or his designee for final disposition.

2. If IAD determines that the action taken by the investigating supervisor/command officer sufficiently addressed the complaint, IAD will advise the officer’s chain of command that no further action is required.

3. If IAD determines that the actions taken by the investigating supervisor/command officer did not sufficiently address the complaint:
   
   • The informal complaint may be sent back to the concerned officer’s commanding officer for further follow-up as prescribed by IAD. An additional five-day (5) deadline is granted, with exceptions as noted in OMS 503.01(6)a above, or
   
   • The complaint can be reclassified as a formal investigation to be investigated by IAD.

(7) Conducting Formal Investigations:

Allegations of general, pattern, or serious misconduct (including conduct prohibited by law) will result in a formal investigation.

a. If the complaint intake performed by the supervisor of a division or district indicates that a formal investigation is warranted, the supervisor will notify the IAD, which will assign an IAD case number regardless of whether IAD or the district/division conducts the investigation.

b. The supervisor or command officer of a division or district handling a general misconduct allegation will contact the IAD for a case number. The supervisor or command officer of the division or district will prepare or cause to have prepared the Statement Form (DPD 366), and Commendation/Complaint Intake Form (DPD 687). The statement should address all allegations and complaints. Should clarification be necessary, questions and answers should supplement the statement. When a complaint is taken by telephone, the supervisor taking the complaint will complete the Commendation/Complaint Intake form and write a narrative summary of the complaint on a Statement Form. The IAD investigating officer assigned to the case (if the IAD is investigating the matter) should use these same forms.

c. Depending on the severity of a misconduct allegation, at the commencement of a formal investigation the IAD commander will confer with the appropriate deputy chief in order to determine whether:

1. The subject officer should be allowed to remain in his or her usual assignment;
2. The subject officer should be allowed to remain on duty but in another assignment; or
3. The subject officer should be relieved of duty.

d. The IAD will immediately be notified when a subject officer is allowed to remain on duty but in another assignment, or is relieved of duty.
e. If an officer is charged with a felony, the Chief of Police will indefinitely suspend the officer pursuant to Denver City Charter Section 42-27.

f. An Officer Notice of Investigation (NOI) (DPD 627) will be generated and provided to an officer who is the subject of a formal investigation when that investigation is commenced, unless such notification may jeopardize the ongoing investigation. The NOI will outline the general nature of the formal investigation and include a summary of the allegations. The NOI will be generated by the IAD.

g. When directed by an investigating officer, every officer who has knowledge, whether direct or indirect, of the alleged misconduct will prepare and submit an individual, written statement before the end of the shift when he or she is directed to provide the report. Reports should be supplemented by questions and answers if necessary for clarification. The statement form is to be provided to the supervisor or command officer conducting the investigation. A copy of the written statement will be sent to the commander of the reporting officer. The written statement must be accurate and complete.

h. Prior to making any statement or answering any questions as a part of an informal or formal investigation, the subject or witness officer will be provided a copy of the Advisement Pursuant to Internal Investigation (DPD 455), also known as the Garrity Advisement by the supervisor, command officer, or IAD investigating officer conducting the investigation. The officer will be provided a reasonable amount of time to review DPD 455 and to sign it. If the officer declines to sign DPD 455, the investigating officer will write "declined" in the officer's signature space. Although an officer may refuse to sign DPD 455 in a disciplinary investigation, the officer must still give a statement. An officer's refusal to give a statement may result in disciplinary action in accordance with the DPD Disciplinary Handbook.

i. Statements will be taken from witnesses and complainants whenever possible and should be supplemented by questions and answers if necessary for purposes of clarification.

j. If a formal investigation concerns an allegation of a law violation, the Miranda Advisement form (DPD 369) will be given to the subject officer in lieu of the Advisement Pursuant to Internal Investigation (DPD 455), before questioning. The statement should be supplemented by questions and answers if necessary for purposes of clarification.

k. The administrative investigation of any incident requiring mandatory monitoring will be completed within thirty (30) calendar days of its initiation. For all other investigations under the jurisdiction of the monitor, the thirty day (30) time limit will not apply unless the Executive Director of Safety directs that the investigation and/or any related disciplinary actions be subject to the time limits set forth in this policy or to other time limits set by the Executive Director. Failure to comply with any time limits set forth in this policy will not serve as a basis for sworn personnel to challenge the jurisdiction of any entity referenced in this policy, nor will such failure serve as a basis to challenge any administrative action, including discipline, which may be taken against such sworn personnel nor will it constitute misconduct by any member of the department.

l. If IAD is not able to complete within thirty (30) calendar days any investigation of any incident requiring mandatory monitoring or the time limits set by the Executive Director of Safety, the commander of IAD may request in writing through the chain of command that the Chief of Police grant a specified, reasonable amount of time in which to complete the investigation. IAD's request must identify the specific reasons that it has not been able to complete the investigation within thirty (30) calendar days and must explain why it believes the investigation can be completed within the requested extension of time. Requests for extensions and responses thereto will be copied to the Independent Monitor, Citizen Oversight Board, and the Executive Director of Safety.
m. At completion of the investigation, IAD will have the case reviewed by the Independent Monitor, and perform any reasonable and necessary additional investigation as requested by the Monitor. Once the Independent Monitor has certified the investigation as complete, it will be forwarded to the Conduct Review Division for the purpose of making determinations regarding each specification, and penalty recommendations when applicable.

n. Scheduled discipline cases may be forwarded directly to the Conduct Review Division upon completion by the subject officer's commanding officer without first being reviewed by the Independent Monitor.

(8) CONDUCT REVIEW DIVISION:

a. Using procedures and protocols outlined in the Discipline Handbook, the Conduct Review Division (CRD) will review the facts gathered during the formal investigation and make a determination for each listed specification.

b. Each specification listed for consideration will then be categorized according to one of the following findings:

1. Unfounded – The investigation indicates that the subject officer's alleged actions relating to the department policy, procedure, rule, regulation or directive in question did not occur.

2. Exonerated – The investigation indicates that the alleged actions of the subject officer were within the policies, procedures, rules, regulations and directives of the department.

3. Not Sustained – There was insufficient evidence to either prove or disprove the allegation.

4. Sustained – The subject officer's actions were found, by a preponderance of the evidence, to have been in violation of the department policy, procedure, rule, regulation, or directive in question.

c. Scheduled discipline cases

1. If a case is sustained and the penalty recommendation is other than an oral or written reprimand, the case will be forwarded to the Executive Director of Safety for imposition of discipline.

2. If a case is sustained and the penalty recommendation includes fined time or a suspension, the subject officer and his or her commanding officer are notified by CRD as to the disposition.

3. If a subject officer disagrees with the findings and/or recommendation of fined time or suspension, he or she may request a Chief's Pre-Disciplinary Hearing. The CRD will then schedule the IRP process as outlined in OMS 503.01(9). If the case is not sustained, the subject officer is notified by CRD of its disposition and it is forwarded to IAD for tracking and filing.

d. Non-scheduled discipline cases - Independent Monitor

The Independent Monitor will review draft findings and penalty recommendations of the CRD and note any concerns.

e. Non-scheduled discipline cases - oral or written reprimand

If a case is sustained and the penalty recommendation is an oral or written reprimand, the procedure outlined in OMS 503.01(8) i.1. will be followed.

f. Non-scheduled discipline cases – fined time or suspension

If a case is sustained and the penalty recommendation includes fined time, suspension, or termination, the CRD will coordinate a contemplation of discipline meeting where the CRD will notify the subject officer and his or her commanding officer as to the recommendation in the case.
1. The CRD will coordinate the timing and location of the contemplation of discipline meeting, which will occur no sooner than the first business day following the Chief of Police Conduct Review meeting. If it is determined there are circumstances necessitating a more urgent notification of recommendation(s), the Commander of CRD (or designee) retains authority to modify this time schedule.

2. The subject officer will be served with a Contemplation of Discipline letter that outlines the complaint specifications; and if sustained, the recommended discipline. Officers being served with a Contemplation of Discipline letter are allowed 24 hours to make a decision to accept the discipline, or request a chief’s hearing. If the officer chooses to use the 24-hour decision period, he/she will receive an order specifying the date and time to return to the CRD. At that time the officer must report his or her decision, in person, to the CRD.

3. If the subject officer disagrees with the findings and/or recommendation of fined time or suspension, he or she may request a Chief’s Pre-Disciplinary Hearing. The CRD will then schedule the Investigative Review Process as outlined in OMS 503.01(10).

4. If the case resulted in no sustained specifications, but included at least one of the specifications listed in OMS 503.01(8) (h.), below, the case will be reviewed in the Chief’s Conduct Review Meeting.

g. Chief’s Conduct Review Meeting – sustained specification(s).

All cases with at least one sustained specification will be reviewed in the Chief’s Conduct Review meeting, which will include: the Chief of Police, the subject officer’s deputy chief and commanding officer, the Deputy Director of Safety, the Conduct Review Division Commander, and/or any others as determined by the Chief of Police. The purpose of the meeting is to gain input on the final determination and penalty assessment.

h. Chief’s Conduct Review Meeting – designated specification(s).

All cases involving an allegation of one of the following specifications will be reviewed in a Chief’s Conduct Review meeting, regardless of the determination, to ensure that the determination is appropriate and to keep the Chief of Police and Executive Director of Safety informed as to the resolution of these cases:

1. RR-112.1 Misleading or Inaccurate Statements;
2. RR-112.2 Commission of a Deceptive Act;
3. RR-115 & 115.2 Conduct Prohibited by Law;
4. RR-138 Discrimination, Harassment, and Retaliation;
5. RR-306 Inappropriate Force (where the force recipient was hospitalized)
6. Any other case deemed appropriate by the Chief of Police

i. After the recommendation has been made by the Chief of Police and any case results in disciplinary action (either an oral or written reprimand, fined time, suspension, or dismissal), IAD will forward the final case summary sheet to both the officer and his/her commander.

1. When discipline is an oral or written reprimand, it will be issued to the officer by his/her commanding officer. The command officer will have a printout of the evaluation system journal entry for the reprimand forwarded to the IAD.

(9) Resolution of Sustained Specifications with a Recommendation of Loss of Time:

a. An IRP (investigative review process) will be commenced and a Chief’s Pre-Disciplinary Hearing held when directed by the Chief of Police or requested by the subject officer.

b. The subject officer may elect to accept the penalty recommendation made by the Chief of Police and voluntarily waive any further disciplinary proceedings, pending approval by the Executive Director of Safety.
c. Either before or after the IRP, if the subject officer chooses to accept that penalty, he or she may write a letter to the Chief of Police through the commander of the CRD outlining mitigating or exonerating circumstances.

(10) INVESTIGATIVE REVIEW PROCESS (IRP)

a. **Phase I:**

   Upon receipt of a sustained case the CRD will notify the subject officer of its completion and that the investigative report and recommendations are available for review.

   1. If the subject officer is on vacation, accrued sick leave, or other approved leave, the five day (5) period will begin upon the subject officer's return to active duty unless otherwise ordered by the Chief of Police.
   2. If the subject officer is serving a suspension, the IRP process will begin when the officer returns to active duty or at the direction of the Chief of Police.
   3. The review period may be extended at the discretion of the CRD commander. Subject officers may select one (1) member of the classified service, or a Denver Police Protective Association or Fraternal Order of Police representative, or an attorney to represent them during the IRP process. No officer will serve as a representative if he or she has been identified as a witness or as another subject officer in the same IAD case being reviewed, or if he or she is in the subject officer's chain of command.

   Unless there are extenuating circumstances, as determined by the commander of the CRD, the same officer will represent the subject officer during the IRP process.

   4. Prior to commencement of the IRP, all persons who will review the investigative file will sign the Confidentiality Declaration (DPD 628a). Failure to sign the confidentiality declaration will preclude review of any files.

   5. A subject officer and his or her representative will be allowed to review the entire investigative file regarding the subject officer's sustained violations.

   6. A subject officer will not remove any documents, electronic or hardcopy from the IAD or CRD offices at any time during his or her review. A subject officer will not be allowed to copy any portion of the investigative file. A subject officer may, however, make and retain notes regarding the review. A copy of those notes will be retained with the IAD case file.

   7. Officers are prohibited from retaliating in any manner against any officer, other employee, or person who has made a charge, testified, assisted, or participated in any manner in an investigation, IRP, Chief's Pre Disciplinary hearing or Civil Service hearing.

b. **Phase II:**

   The second phase of the IRP consists of a meeting between the subject officer, one (1) officer representative, the investigating officer, and the IAD commander or designee. Phase II will be conducted within five (5) business days of the completion of Phase I of the IRP. The focus of the IRP is to attempt to reach agreement on the material facts of the case. Subjective, disputed facts such as the intent or opinions of the subject officer, complainants, and witnesses will not be addressed at the IRP.

   1. Disputed factual issues will be discussed during Phase II of the IRP in an attempt to reach an agreement or understanding as to the content of the report. If the parties are not able to agree on all of the facts, the subject officer may within seven (7) calendar days of the Phase II IRP meeting, submit a memorandum of dispute not to exceed ten (10) pages, to be included with the investigative file. The content of the memorandum of dispute will be limited to specific factual issues mentioned in the IAD report.

   2. During Phase II of the IRP, the subject officer may petition, in writing, the IAD commander to conduct further investigation into the case. The subject officer must
articulate specific reasons why he or she believes further investigation is needed. The IAD and CRD commanders will confer and make the final decision as to whether further investigation is necessary. If it is determined that further investigation is needed, the original investigation will be reopened and further investigation conducted at the IAD commander’s direction.

3. At the completion of the supplemental investigation, IAD will make the case available to the OIM for review.

4. Once the Monitor has reviewed the supplemental investigation, it will be forwarded to the Conduct Review Division for the purpose of making determinations regarding each specification, and if applicable to make penalty recommendations per the procedure outlined in OMS 503.01(B). The commander of CRD may set aside any previously sustained specification or adjust any of his or her original penalty recommendations at his or her discretion.

5. The subject officer will be provided an opportunity to review the supplemental report, which will be included in the original investigative report after the case is returned to the CRD commander.

6. In cases involving multiple subject officers, there will be a separate IRP for each subject officer unless a joint IRP is agreed to by the CRD commander and each subject officer.

**Chief’s Pre Disciplinary Hearing:**

a. A Chief’s Pre Disciplinary Hearing will be conducted by the Chief of Police (or designee).

1. For each matter for which a Pre-Disciplinary Hearing will be held, a Contemplation of Discipline Letter will be prepared and provided to the subject officer within ten (10) business days of the CRD’s recommendations.

2. For each investigation that it monitors, the Independent Monitor may review the case file and discuss it with the Chief of Police and/or the Executive Director of Safety (or designee) prior to its being sent to the subject officer.

3. A Pre-Disciplinary Hearing will be held no less than seven (7) and no more than ten (10) business days after the issuance of the Contemplation of Discipline Letter, unless extended by the commander of CRD. The Independent Monitor, Executive Director of Safety, and Denver City Attorney, (or their designees), may attend the Pre-Disciplinary Hearing (aka, Chief’s hearing). Other individuals may attend the Pre-Disciplinary Hearing with the approval of the Chief of Police (or designee).

b. Prior to the Chief of Police making a recommendation as to whether any rule violations should be sustained and the level of discipline, if any, to be imposed upon an officer, the Chief of Police will confer with the Independent Monitor.

c. After holding a Pre Disciplinary Hearing the Chief of Police or his/her designee may initiate disciplinary action with a Written Command specifying disciplinary action. The Written Command will be submitted, pursuant to Denver City Charter section 9.4.14 (A), to the Executive Director of Safety for approval.

d. Within five (5) business days of the Police Chief’s recommendation of discipline, the Monitor will advise the Executive Director of Safety whether he or she agrees with the Police Chief’s recommendation, as to whether any rule violation should be sustained, and the level of discipline, if any. If the Monitor disagrees with the Police Chief’s recommendation, the Monitor will state specific reasons for disagreeing with the recommendation.

e. In accordance with Denver Charter section 9.4.14 (B), within 15 calendar days of the date of the Chief’s order, the Executive Director of Safety (or in his/her absence the Deputy Executive Director of Safety) will approve, modify, or disapprove the Written Order of disciplinary action and will issue a Written Departmental Order which will take effect immediately. As to each
specification, the Executive Director of Safety will have the option of accepting the penalty recommendation of the Chief of Police or increasing or decreasing the recommended penalty. Nothing in these provisions prohibits the Executive Director of Safety (or designee) from reviewing the investigatory file prior to receiving the Written Command. The Executive Director (or designee) has the discretion of engaging in settlement discussions with the subject officer or his/her representative, at any stage of the disciplinary process. Such settlement discussions, should they occur, will not be admissible at any future hearing(s) before the Civil Service Commission.

1. Prior to imposing discipline, if any, the Executive Director of Safety will confer with the Independent Monitor regarding the monitor's disciplinary recommendation and the monitor's evaluation of the investigation.

2. The Independent Monitor will be allowed to review, but will not become the custodian of, the Executive Director of Safety's disciplinary order.

(12) **Complainant Letter:**

At the conclusion of the review and recommendations, a letter will be prepared by CRD notifying the complainant of the outcome of the investigation.

a. Should the disposition change at any further level of review, CRD will modify the notification letter to reflect the new disposition.

b. The completed letter will be forwarded to the Office of the Independent Monitor (OIM). OIM will ensure that the letter is sent to the complainant.

c. The letter will include the complaint number, the date of the incident, the date the complaint was made, and the findings. The letter will include the name and phone number of the responsible person who can be contacted for further information.

(13) **Appeals Process:**

If a subject officer does not agree with a departmental order of discipline (other than a reprimand) issued by the Executive Director of Safety, the subject officer may appeal such discipline to the Denver Civil Service Commission pursuant to the Denver City Charter and Civil Service Rules then in effect. (See Denver City Charter section 9.4.15 regarding Civil Service disciplinary review procedures.

(14) **Duty Time and Overtime Compensation:**

a. All officers who participate in a Chief's Pre-Disciplinary hearing or who serve as the subject officer's representative at a Chief's Pre-Disciplinary hearing will have that time counted as duty time.

b. Officers up to and including the rank of captain who participate in a Chief's Pre Disciplinary hearing or who serve as a subject officer's representative at a Chief's Pre Disciplinary hearing and who are off duty will be paid overtime in accordance with the provisions of the collective bargaining agreement then in effect.

(15) **Internal Personnel Matters:**

IAD investigations are internal personnel matters and, as such, all investigative reports, command officer's conclusions, and recommendations will be secured in a manner that prevents unauthorized review and disclosure of findings.

(16) **Executive Order 94 Policies for Alcohol and Drug Testing:**

a. Training on Executive Order 94

1. All new supervisors and command officers should be trained on Executive Order 94 and Memorandum A during the first six months following their promotion. This training, at a minimum, should include the study of Executive Order 94 and Memorandum A, 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. Additionally, a copy of Executive Order 94 and Memorandum A should be given to each supervisor and command officer with each supervisor and command officer acknowledging, in writing, receipt of the policy and the training.

2. All employees without supervisory or command officer duties should be trained on Executive Order 94 and Memorandum A during their first year of employment. Training, at a minimum, should include the study of Executive Order 94 and Memorandum A, and instruction on the recognition of drug and alcohol impairment and use. Additionally, a copy of Executive Order 94 and Memorandum A should be given to each employee with each employee acknowledging, in writing, receipt of the policy and the training.

b. **Prohibitions for all city employees including classified members of the police and fire departments - Alcohol**

1. Employees are prohibited from consuming, being under the influence of, or impaired by alcohol while performing city business, while driving a city vehicle or while on city property. There are three exceptions to this prohibition.
   - An employee is not on duty and attending an officially sanctioned private function, e.g., an invitation only library reception.
   - An employee is not on duty and at a city location as a customer, e.g., playing golf on a city course.
   - 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 as described in OMS 304.10.

2. **As part of official duties,** members of the police department according to established department procedures may consume alcohol. However, it is grounds for discipline, up to including immediate dismissal, if members of the police department consume alcohol in violation of their department procedures.

3. **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 operations manual.**
   a. These current alcohol level definitions are contained in the Addendum to Executive Order 94. If there is a conflict between the state legislature and the DOT regulation, alcohol level definitions and the ones contained in the Addendum to Executive Order 94, the state legislature and DOT regulation definitions will take precedence.
   b. 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 Executive Order 94.

c. **Prohibitions for all city employees including classified members of the police and fire departments - Illegal and Legal Drugs**

1. Employees are prohibited from consuming, being under the influence 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, transferring or possessing an illegal drug.

There is one exception to this rule. As a part of official duties, illegal drugs may be handled, controlled and disposed of according to established department contraband procedures by employees. However, it is grounds for discipline, up to and including
immediate dismissal if employees sell, purchase, transfer or possess illegal drugs at any time other than as a part of their official duties.

3. Legal drugs - Notification of Supervisor
   It is the responsibility of the employees who work in positions operating vehicles or dangerous equipment or positions affecting the health or safety of co-workers or the public to advise their supervisors that they are taking prescription medication that may affect their performance.

4. Legal drugs - Prohibitions
   Employees who work in positions operating vehicles or dangerous equipment or positions affecting the health or safety of co-workers or the public are prohibited from consuming, being under the influence of, or impaired by legally obtained prescription drugs while performing city business, unless the following two determinations have been made:
   a. It is determined by both the employee's supervisor and either the employee's Human Resource Specialist or Safety Officer, after consulting with the Occupational Health and Safety Clinic (OHSC) personnel, that the employee's job performance will not be affected and that the employee does not pose a threat to his/her own safety.
   b. It is determined by both the employee's supervisor and either the employee's Human Resource Specialist or Safety Officer after consulting with the OHSC personnel that the employee will not pose a threat to the safety of co-workers or the public, and the employee will not disrupt the efficient operation of the agency.
      • If appropriate, the OHSC personnel may contact the employee's personal physician. Prior to making contact with the employee's personal physician, the OHSC personnel should obtain a medical release from the employee.
      • The OHSC will keep the medical records that disclose the identity of the legal drug confidential in accordance with state and federal laws.
      • Employees may be required to use sick leave, take a leave of absence or comply with other appropriate non-disciplinary actions determined by the appointing authority until the above determinations can be made.

5. The DOT regulations prohibit employees with CDLs from using marijuana, even for approved medical reasons. If the federal and Colorado laws are in conflict on this issue, the federal law will take precedence. Therefore, a positive marijuana drug test will be treated as an illegal drug use for all employees, including those with CDLs, subjecting them to all rules contained herein for illegal drug use even if a physician has recommended the marijuana for medical reasons.

4. Drug and alcohol testing - Pre-employment
   1. The Civil Service Commission or interviewing agency will perform pre-employment drug screening of all applicants in accordance with their policies and procedures.
   2. Employees who will be filling jobs defined as safety-sensitive or requiring a CDL, prior to the first time the employee performs a safety-sensitive function, will be tested for controlled substances and may be tested for alcohol.
   3. Refusal by an applicant to submit to a pre-employment test will result in denial of employment.

5. Drug and alcohol testing - Reasonable Suspicion Testing
   When a supervisor or command officer has reasonable suspicion that any employee is consuming, under the influence of, or impaired by alcohol or illegal drugs after taking appropriate safety measures, i.e., removing the employee from any situation which may pose a safety risk to
the employee, co-workers or the public, the supervisor or command officer will immediately consult with the Internal Affairs on-duty/on-call command officer to determine further actions. However, if immediate consultation is not possible, it is the responsibility of the supervisor or command officer to promptly initiate alcohol and/or drug testing. The supervisor or command officer will initiate testing as follows:

1. Alcohol

   a. Document in writing on Drug and Alcohol Testing (DPD 667), the specific reasons for the decision to initiate testing based on specific, contemporaneous, articulable observations of the employee’s appearance, behavior, and speech or body odors.

   b. When possible, have a second supervisor or command officer, confirm the specific contemporaneous, articulable observations of the employee’s appearance, behavior, speech or body odors.

   c. Advise the employee that the supervisor or command officer is ordering the employee to go to the testing site for testing.

   d. Escort the employee to the testing site as soon as possible. However, if the supervisor or command officer is unable to escort the employee, the supervisor or command officer should have another individual escort the employee for testing. The individual selected to escort the employee will be of a higher grade/rank than the employee being tested.

   e. Require the employee to bring a picture identification card and proof of the employee’s Social Security or employee/badge 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 command officer should tell the employee that the testing request is a direct order and that refusal to comply with a direct order of an authorized supervisor or command officer might subject the employee to discipline, up to and including dismissal.

   g. After the initial test results are known, the supervisor, command officer or escort will contact the Internal Affairs on duty/on-call command officer for further guidance. If the Internal Affairs on-duty/on-call command officer is unavailable and the supervisor, command officer or escort has a reasonable doubt about the employee’s ability to satisfactorily and safely meet job requirements, the supervisor, command officer or escort will place the employee on investigatory leave pending results of testing or other administrative determinations.

   h. No supervisor, command officer or escort should allow an employee to drive to or away from the testing site or the work site. However, if an employee does drive off, follow OMS 204.02.

   i. During regular OHSC hours, the testing will be conducted at one of the OHSC testing sites. These testing sites are located at Denver Medical Health Center, 605 Bannock Street, 4th floor, and the Denver International Airport, Main Terminal, 6th level. After regular hours, the supervisor or command officer will page the OHSC alcohol and drug testing personnel at (303) 851-2877 to arrange for immediate testing.

   j. Testing should be administered within two (2) hours of making a reasonable suspicion determination. If this two hour (2) time frame is exceeded, the supervisor or command officer should document the reason the test was not promptly administered on Drug and Alcohol Testing, DPD 667. Supervisors or command officers who do not test employees within this established time frame may be subject to discipline, up to and including dismissal.
k. Supervisors, command officers and escorts will keep the employee’s name and identifying information restricted to persons on a need to know basis.

2. Illegal drugs
   a. Follow the steps listed above in Section 16.e.1.
   b. However, testing for illegal drugs should be administered within eight (8) hours of making a reasonable suspicion determination. If this eight-hour (8) time frame is exceeded, the supervisor or command officer must document the reasons the test was not promptly administered on Drug and Alcohol Testing (DPD 667). Supervisors or command officers who do not test employees within the established time frame may be subject to discipline, up to and including dismissal.
   c. If a supervisor or command officer has reasonable suspicion that an employee appears to be in possession of, selling or transferring illegal drugs not within the employee’s official duties, the Internal Affairs on-duty/on-call command officer will be notified.

3. Post-accident testing
   a. As soon as practicable following a driving or other workplace accident, the supervisor or command officer will ensure that driver-employee is tested for alcohol and drugs when the accident:
      1. May have been the fault of the employee and the accident involves a fatality; or
      2. May have been the fault of the employee and any individual was injured severely enough to receive medical treatment immediately away from the scene of the accident; or
      3. May have been the fault of the employee and the accident resulted in disabling damage to any vehicle or any equipment; or,
      4. There is reasonable suspicion to test the employee.
   b. Post-accident alcohol and drug testing should be administered within two (2) hours following the accident. Supervisors or command officers who do not test employees within the established time frames may be subject to discipline, up to and including dismissal.
   c. When one of the post-accident criteria for testing applies and the incident involved a death, serious injury or an allegation that a serious crime has been committed, the District Attorney’s Office will be contacted prior to ordering drug and/or alcohol testing.

4. Random Testing
   a. The department may implement, with the Denver City Attorney’s approval, random alcohol and drug testing for employees deemed to perform safety-sensitive functions for the department.
   b. Pursuant to the DOT regulations, random alcohol testing will 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 will be conducted on a random, unannounced basis just before, during or just after the employee performed safety-sensitive functions.
   c. Pursuant to the DOT regulations, random drug testing will 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 will 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
   If an employee has violated the prohibited conduct listed in Section 15 b. of this provision, the employee will not return to perform department duties unless the employee has completed a successful return to duty alcohol and drug tests and any other requirements imposed by Executive Order 94.

f. Testing and Documentation
1. When a Denver Police Department employee is transported for an Executive Order 94 related test, whether post-accident, reasonable suspicion or other test, both a drug and alcohol test are required. Testing will be done at the Occupational Health and Safety Clinic or Denver Health Medical Center under most circumstances.

2. Escorting supervisors will complete Drug and Alcohol Testing (DPD 667), briefly outlining the reason for the test and follow the distribution at the bottom of the form.

g. Injured Employees
When a Denver Police department employee is transported to a medical treatment facility, the supervisor will determine the following:

1. If the employee will be released within two (2) hours of the incident the supervisor will escort the employee to the Occupational Health and Safety Clinic (OHSC) for testing.

2. If the employee is not going to be released within two (2) hours, the OHSC lab technician will be contacted and respond to DHMC to administer the tests. If the employee is hospitalized at another treatment facility, the OHSC lab technician will not respond. The escorting supervisor must ask the treatment staff to perform the tests.

3. If the employee is initially unconscious and regains consciousness within the two hour (2) period, both drug and alcohol tests will be administered.

4. If the employee regains consciousness after the two hour (2) period but before eight (8) hours, the alcohol test will not be administered, but the drug test will be completed.

5. If the employee remains unconscious for more than eight (8) hours, contact the Performance Development Unit who will in turn contact the Denver City/District Attorney’s office for direction.

6. If the event of a change in shift, it is the responsibility of the original supervisor to inform the oncoming supervisor of the situation. The oncoming supervisor will then ensure that the tests are completed within the time constraints.

7. Positive Tests
When an employee is tested for drugs and alcohol, the requesting supervisor will receive the test results immediately. Should the results indicate positive for drugs and/or alcohol, the supervisor will immediately notify the on duty or on call Internal Affairs Division representative.

8. Evening/Weekend Tests
In the event a test is needed during other than normal duty hours (0700-1500) and a call out is necessary, employees will contact Denver 911 personnel who will then contact the OHSC on-call Technician.
503.02 COMMENDATIONS

(1) POLICY:

The Denver Police Department recognizes that its employees consistently perform their duties at a high-level, however, sometimes the actions of its employees rise above the standard expected, meriting special recognition. The department also acknowledges that the total police mission could not be accomplished without the efforts of all its employees, both sworn and non-sworn. Furthermore, the department recognizes the vital and beneficial contribution made by its volunteers and citizens.

Therefore, it is the policy of the Denver Police Department to award in an official manner, employees, volunteers, and citizens who demonstrate meritorious conduct and exemplify and embody the standards set forth in the following policy; promote community involvement, and bring honor upon themselves, the department, and the City and County of Denver.

There are two employee recognition events:

- The annual Denver Police Foundation event – individuals will be presented with the appropriate medal, shirt pin, and/or certificate.
- The annual Denver Police Department Recognition event – a recognition event for employee award recipients, family, and friends - no awards will be presented.
- All other award recipients will be presented with a certificate by the appropriate division/district commander.

(2) DENVER POLICE DEPARTMENT COMMENDATIONS:

- Medal of Honor
- Medal of Valor
- Preservation of Life
- Distinguished Service Cross
- Purple Heart
- STAR (Superior Tactics and Response)
- Police Merit
- Excellence in Crime Prevention
- Lifesaving
- Community Service
- Official Commendation
- Chief’s Unit Citation
- Community Hero
- Outstanding Volunteer
- Officer of the Year
- Career Service Employee of the Quarter
- Career Service Employee of the Year
- Volunteer of the Year

(3) PROCEDURES:

a. Any employee of the Denver Police Department may nominate a sworn officer, civilian employee, or citizen for a commendatory award.

1. All nominations will be prepared on a DPD 200, signed by the commending individual, and forwarded through his/her chain of command for approval. Upon approval, all
nominations will be forwarded by the approving division chief via email to the Awards Committee (DPDCommend@denvergov.org) for review.

2. Any nomination prepared by an outside law enforcement agency will be forwarded to the Awards Committee via email (DPDCommend@denvergov.org).

3. Nominations for Volunteer of the Year will be sent to the Volunteer Program Administrator, who will then forward the nomination to the Chief of Police.

4. All letters of compliment and commendation from any other source will be forwarded to the Office of the Chief of Police.

b. Nominations will be written in a clear and concise fashion, including the officer’s name and badge number, and will omit police jargon or any other detailed information about suspects in the incident (e.g., race, age, D.O.B., direction of flight, etc.). Additional documents such as supplementary reports, after action reports, commendatory action report, or correspondence should be submitted to assist the board in determining the appropriate award.

c. When more than one officer is involved in a commendable incident, the narrative of the nomination will specify the actions of each individual officer, aiding the awards committee in recommending the most appropriate award.

d. Unless otherwise waived by the Chief of Police or the chair of the awards committee, all nominations are required to be submitted to the awards committee within six (6) months of the incident.

e. All commendable actions resulting from involvement in a major event, such as an officer involved shooting, will be considered by the awards committee at the same time.

1. Officer involved shootings must receive a letter of clearance from the Denver District Attorney’s Office and the department’s Use of Force Review Board before the incident can be reviewed.

2. The awards committee member will, at this meeting, review the case with the investigator, view all video tapes, and listen to any audio tapes. All aspects of the incident and all proposed commendations will be discussed, but no final determination will be made concerning any awards at this time.

3. A conference call meeting will be acceptable at the discretion of the chair of the awards committee.

f. Historical Awards:

Procedure for consideration of a “historical” award nomination:

• The nominating person must conduct all research and investigation.

• The nomination will be sent via email to DPDCommend@denvergov.org for review.

• If the award nomination is approved it will be presented at the annual retiree luncheon, usually coinciding with the police memorial ceremony held annually in May.

(4) AWARDS COMMITTEE:

a. The Denver Police Awards Committee will be comprised of the chief of staff for the Chief of Police (or designee) as chairperson in a non-voting capacity (except to break a tie), one lieutenant, one sergeant, two officers below the rank of sergeant, two Career Service (CS) employees, and one community member.

1. The lieutenant, sergeant, officers, CS employee and community member will be nominated by the chair person (with affected commander’s approval) and approved by the Deputy Chief.

2. Final selection of board members will be made by the Chief of Police.
b. The board will review and evaluate each nomination based on the information received. During consideration of awards, the board may choose to investigate the nomination and is empowered to call any officer witness or invite civilian witnesses to appear.

c. The awards committee will review nominations and determine the appropriate award:
   1. Considerations for Medal of Honor, Medal of Valor, Preservation of Life, Distinguished Service Cross, and Purple Heart Award will be forwarded to the Deputy Chief. The Deputy Chief will review the board recommendation and then forward to the Chief of Police, who will determine what, if any, award is appropriate.
   2. All other nominations will be forwarded to the Chief of Staff for the Chief of Police for review and finalization.

d. The awards committee may determine that the nomination does not meet the standards and eligibility for any listed award. In this instance, the awards committee will forward the nomination packet back to the approving division chief so that the nomination may be:
   1. Recognized at the unit/section/division/district level, including but not limited to, a journal entry and archiving of the nomination packet within the officer's personnel file.
   2. Resubmitted with additional facts and support in writing. The individual making the appeal will be given the opportunity to appear in person at a future awards committee meeting. Any further appeal is to be made to the Chief of Police whose decision will be final.

(5) **Awards Standards and Eligibility:**

a. Medal of Honor - active duty sworn and reserve police officers
   1. Awarded by the Chief of Police to an individual for an act of outstanding bravery or heroism by which the individual has demonstrated in great degree the characteristics of selflessness, personal courage, and devotion to duty at the risk of his/her own life. The individual's actions substantially contributed to the saving of, or attempted saving of a human life.
   2. This is the highest and most prestigious department award and there must be no margin of doubt or possibility of error in awarding this honor. To justify the decoration, the actions must clearly render the individual conspicuous by an act so outstanding that it clearly distinguishes heroism beyond the call of duty from lesser forms of bravery. It must be the type of deed that, if not done, would not subject the individual to any justified criticism.
   3. A posthumous award may be made to an individual who has lost his/her life under conditions where the officer endangered themselves in circumstances consistent with good police practices.
   4. The award will consist of a Medal of Honor, a shirt pin, and a paper certificate.

b. Medal of Valor - active duty sworn and reserve police officers
   1. Awarded by the Chief of Police to an individual for an act, in the face of great danger, wherein valor, courage, and bravery are demonstrated over and above that normally demanded and expected.
   2. This is the second highest department award and to warrant this distinctive decoration, the act must be performed in the presence of great danger or at great personal risk and by its nature involved the saving of a human life, or attempted saving of a human life, the prevention of a serious crime, or the apprehension of a person who committed a serious crime. The action must be performed in such a manner as to render the individual highly conspicuous.
   3. The award will consist of a Medal of Valor, a shirt pin, and a paper certificate.

c. Preservation of Life - active duty sworn and reserve police officers
1. Awarded by the Chief of Police to an individual who performs an act of heroism, demonstrates good judgment, zeal, or ingenuity over and above what is normally demanded and expected, to preserve the life of another during a critical, volatile, or dangerous encounter while protecting the safety and security of the public and his or her fellow officers.

2. For purposes of this award, a critical, volatile, or dangerous encounter will refer to any rapidly unfolding and dynamic incident where the subject is armed and the ability or intent to use lethal force is present.

3. The award will consist of a Preservation of Life medal, a shirt pin, and a paper certificate.

d. Distinguished Service Cross - active duty sworn and reserve police officers
   1. Awarded by the Chief of Police to members who are cited for gallantry not warranting a Medal of Honor or a Medal of Valor. The heroic act(s) performed must render the individual conspicuous and well above the standard expected.
   2. The award will consist of a Distinguished Service Cross, a shirt pin, and a paper certificate.

e. Purple Heart Award - active duty sworn and reserve police officers, CS employees, VIPs, and community members:
   1. Awarded by the Chief of Police to an individual who is seriously or critically injured while performing a heroic and/or police action. This award will be limited to those cases resulting from attack by an assailant, personal combat, or the performance of an act of valor.
   2. This Purple Heart can be awarded in conjunction with other awards.
   3. The award will consist of an enamel bar and medal for sworn officers, and a paper certificate for CS employees, VIPs, and citizens.

f. STAR (Superior Tactics and Response) Award - active duty sworn and reserve police officers:
   1. Awarded to an individual who, through exceptional tactics, acts to successfully resolve a critical incident, thereby promoting a culture of safety and professionalism to which all officers should aspire. The tactics displayed or performed must be conspicuously effective and above the standard expected.
   2. Exceptional tactics includes utilization of proper tactics and appropriate force which mitigated the level of danger and which were directly responsible for preventing the incident from escalating to a deadly force situation.
   3. The award will consist of a STAR Award, a shirt pin, and a paper certificate.

g. Police Merit Award – active duty sworn and reserve police officers, and CS employees:
   1. Awarded by the Chief of Police to an individual who distinguishes themselves with exceptional meritorious service. Through personal initiative, tenacity, and great effort acts to solve a major crime or series of crimes, or develops a program or plan which contributes significantly to the department’s objectives and goals.
   2. The award will consist of an enamel bar for sworn officers and a paper certificate for CS employees.

h. Excellence in Crime Prevention - active duty sworn and reserve police officers, CS employees, VIPs, and community members:
   1. Awarded to an individual who demonstrates personal initiative and ingenuity by developing a program or plan which contributes significantly to the department’s crime prevention strategy, or through innovation combats issues affecting the community.
2. The award will consist of an enamel bar for sworn officers, and a paper certificate for CS employees, VIPs, and citizens.

i. Lifesaving Award - active duty sworn and reserve police officers, CS employees, VIPs, and community members:
   1. Awarded by the Chief of Police to an individual who, through exceptional knowledge and behavior, performs a physical act which saves the life of another person and there is no danger to the individual’s life.
   2. The award will consist of an enamel bar for sworn officers, and a paper certificate for CS employees, VIPs, and citizens.

j. Community Service Award - active duty sworn and reserve police officers, CS employees, VIPs, and community members:
   1. Awarded to an individual who, by virtue of sacrifice and expense of his/her time or personal finance, fosters or contributes to a valuable and successful program in the area of community service or affairs, or who acts to substantially improve police/community relations through contribution of time and effort when not involved in an official capacity.
   2. This award will consist of a paper certificate.

k. Official Commendation - active duty sworn and reserve police officers, CS employees, VIPs, and community members:
   1. Awarded to an individual who by exemplary conduct and demeanor, performs at a superior level of duty, exhibiting perseverance with actions resulting in a significant contribution to the department and/or improvement to the quality of life in the community.
   2. The award will consist of a paper certificate.

l. Chief's Unit Citation
   1. Awarded by the Chief of Police to an entire unit, section, or division/district of the department whose members perform their assigned function in an unusually effective manner.
   2. The award will consist of a written account of the exemplary conduct prepared on an appropriate certificate.

m. Community Hero Award – CS employees, VIPs, and community members:
   1. Awarded to a community member who provided assistance to a law enforcement officer in response to a criminal or emergency incident, placing themselves in danger of bodily injury.
   2. The award consists of a certificate and a pin for wearing on clothing.

n. Outstanding Volunteer Award - active duty sworn and reserve police officers, CS employees and VIPs:
   1. Awarded by the Chief of Police to an individual who, by virtue of sacrifice and expense of his or her time, fosters or contributes to a valuable and successful program in the area of the department's mission, vision and values, or who acts to substantially improve police/community relations through contribution of time and effort when not involved in an official capacity.
   2. This award will consist of a paper certificate.

o. Officer of the Year Award - active duty sworn police officers:
   1. This award will be presented annually to an officer who has represented the department in all facets of law enforcement with a commitment to excellence, in support of the mission and values of the organization. The officer has consistently persevered in the
503.00 PERFORMANCE

prevention of crime and demonstrated initiative, leadership, and dedication to the law enforcement profession.

2. This award may be presented annually to an individual officer, technician, corporal, detective, sergeant, or command officer, or as determined by the Chief of Police.

3. The award will consist of a plaque and a shirt pin.

p. Career Service Employee of the Quarter:

1. This award will be presented quarterly to a CS employee who continually performs their duties through perseverance and dedication to excellence and outstanding customer service. Demonstrating a positive attitude when interacting with others and highly motivated with innovative ideas to improve efficiency, benefiting the department and community. Documentation of positive customer feedback will be considered for this award.

2. The award will consist of a paper certificate.

q. Career Service Employee of the Year Award:

1. This award will be presented annually to a CS employee who has represented the department in all facets of service with a commitment to excellence, in support of the values of the organization, and a desire to represent the department in the manner in which they were hired.

2. The award will consist of a plaque.

r. Volunteer of the Year Award – Volunteers in Police Service:

1. This award will be presented annually to a volunteer in the program with a distinguished commitment to excellence, in support of the values of the organization.

2. The award will consist of a plaque.

503.03 POLICE PERFORMANCE EVALUATION

(1) REQUIREMENT:
The Police Performance Evaluation will be completed annually for each officer up to and including the rank of commander. It will document an officer's performance throughout the calendar year, regardless of any change to assignment or rank. Evaluations must be finalized by supervisors through Workday with a final electronic submission date to be determined by the Chief of Police (or designee).

(2) GENERAL OVERVIEW:
Using designated assessment categories and providing other relevant and/or required information the Police Performance Evaluation is comprised of an officer self-assessment, supervisor assessment, and a 2nd level manager review. To ensure all officers are evaluated consistently, Job Aids have been created and placed on DPDWeb.

(3) JOURNAL ENTRIES:
Journal entries will be documented within Workday and referenced by supervisors to record incidents of noteworthy attention to duty or minor misconduct by their subordinate officers throughout the year. Commendations as well as disciplinary matters, including sustained formal disciplinary actions, will also be noted.

a. The recommended number of journal entries per officer is one per month.

b. Instances of oral counseling or admonishment administered for failures of standard policy or procedural guidelines (e.g., tardiness, incomplete reports, etc.) should be recorded in a journal entry and will not be termed an oral reprimand unless formalized by a sustained internal affairs complaint.

c. No officer will have any comment adverse to his/her interest entered in a journal entry or
personnel file without having the opportunity to read the instrument containing the comment. To appeal a journal entry, see section (7).

d. If disputing a journal entry, officers may also add comments to the entry within Workday.

(4) **SUPERVISOR/COMMAND RESPONSIBILITY:**
Each officer will be evaluated by his/her immediate supervisor.

a. Supervisors within an officer's chain of command may access all completed journal entries and performance evaluations under their purview.

b. Supervisors will ensure that performance evaluations for personnel within their chain of command are completed in accordance with established timelines.

(5) **BI-ANNUAL ASSESSMENT:**
Supervisors will hold a mid-year and end-of-year assessment meeting with officers.

a. Mid-year assessment meetings will be documented by supervisors in Workday with a journal entry, describing strengths, areas to improve, and any other relevant information.

b. End-of-year assessment meetings will be held in accordance with the Police Performance Evaluation process described in the Job Aids and documented within Workday. All assessment categories and relevant information will be discussed.

(6) **RATING CHANGES AND ADDITIONS:**

a. Changes and additions will be made in accordance with the Job Aids.

b. Prior to finalization of an evaluation and its presentation to an officer, 2nd level managers and higher-ranking personnel who were within an officer's chain of command during the evaluation period may change the rating and/or add comments. Officers will be notified of any such changes and may review them within Workday.

(7) **APPEAL PROCESS:**
Officers can appeal any performance evaluation rating or journal entry within thirty (30) days of the date they were first notified. Appeals must be in writing (DPD 200 or email) detailing the reasons why a change should be made.

a. Officers below the rank of lieutenant will submit their appeal through the chain of command to their division/district commander or director. The final decision for any appeal rests with the respective division/district commander or director.

b. Lieutenants, captains, and commanders will submit their appeal through the chain of command to the officer ranked directly above their immediate supervisor. The final decision for any appeal rests with the ranking officer directly above the immediate supervisor.

c. Approved changes for completed evaluations may require the assistance of Safety HR and/or Technology Services to complete.

d. All appeal documentation will be forwarded to Safety HR for inclusion within the officer's personnel file.

(8) **RECRUIT OFFICERS / POLICE TRAINING PROGRAM OFFICERS:**
The Police Performance Evaluation does not apply to recruit officers or probationary officers while participating in the Police Training Program. The Academy Unit is responsible for providing a means of documenting performance while in the academy or in the Police Training Program. The Police Performance Evaluation as referenced in this section will be utilized upon successful completion of the Police Training Program.

a. While assigned to the police academy, recruit officers are evaluated by their performance on written and practical tests designed to measure knowledge and application of basic police functions. Outstanding and deficient performance is documented in the ADORE application. Additionally, recruits are introduced to the Police Training Officer (PTO) model of training at the
academy. In the PTO model, recruits document their own performance through training notes and coaching and training reports (CTR). Supervisors assess these self-evaluation tools for accuracy and resolve any discrepancies by working with the recruit.

b. After leaving the academy and while receiving field training, each probationary officer will be evaluated by a Police Training Evaluator (PTE) at least twice during training using the PTO Evaluation Report. The PTO Evaluation report will be reviewed and approved by the appropriate training coordinator and PTO Administrator, and reviewed with the probationary officer. The evaluation report is stored in the ADORE application, and may be accessed by training and command staff.

503.04 PERSONNEL ASSESSMENT SYSTEM (PAS)

(1) PURPOSE:
The Personnel Assessment System (PAS) is a Denver Police Department program created to increase police accountability and reduce department liability through a system of recognition and intervention. The goal of PAS is to enhance the success of Denver police officers by identifying individual performance problems followed by the application of intervention techniques designed to improve performance.

a. The department’s provision of training, counseling, support, and other services under this policy does not in any way diminish an officers’ ultimate responsibility for his/her performance, including the correction of any identified performance deficiencies.

b. Nothing in this policy should be construed to suggest that a PAS intervention is a replacement for the department’s disciplinary procedures.

c. When required, participation in a personnel assessment strategy is mandatory.

(2) DEFINITIONS:
PAS – The Personnel Assessment System (PAS) is a non-disciplinary process used to identify and address performance issues early in their development. PAS relies primarily on supervisor observation and input, and is complemented by a computer program that draws information from existing databases of incidents such as, commendatory actions, uses of force, and citizen complaints.

Referral - A referral is a direct recommendation made into the PAS program. Recognizing the need for the human element in employee success, referrals may be made by managers, supervisors, peers, family, or friends. In addition, concerned officers may self-refer. Referrals may be based on information discovered in PAS data sources, personal observations, or knowledge of other circumstances that could have an adverse effect on officer performance. Referrals may be made directly to the Performance Development Unit (POU), or to any other supervisor or command officers who will bring the referral to the attention of PDU.

Review - A review of an officer’s performance and conduct may occur as a result of several circumstances and will be based on the totality of the circumstances. For example, a review may be initiated as a result of a single Internal Affairs Division (IAD) investigation, a single complaint coupled with other performance issues, a possible pattern of complaints or misconduct, or by reaching established review limits. A review may involve a management or supervisory examination of all available information pertaining to officer(s) that may or may not indicate a need for intervention. The goal of the review is to determine whether any level of intervention is needed to assist the officer.

Review Limits - Review limits determine the number or frequency of incidents tracked in the PAS computer program that may warrant a review. Review limits may be adjusted periodically by the Chief of Police. Review limits will be made public to all officers.

Review limits are meant to prompt an examination of an officer’s performance that may indicate a disparity compared to similarly situated officers. Review limits are meant to be practical and reasonable.
Additionally, not all performance data available in the PAS system will have a related review limit. The identification of effective review limits is an ongoing process impacted by the availability of performance related information, technology, and the proper identification of indicators of officers with performance problems.

**Performance metrics that will trigger a mandatory PAS review (reviews are conducted on a monthly basis):**

- Three (3) of any one incident type within the previous three (3) months
- A total of four (4) or more incident types (any combination) within the previous three (3) months
- Six (6) of any one incident type within the previous twelve (12) months
- A total of seven (7) or more incident types (any combination) within the previous twelve (12) months
- Two (2) or more accidental and/or deliberate firearm discharges in one (1) year

**NOTE:** Incident types include use of force (excluding cases where no force was used but the suspect complained of injury), formal complaints (including newly named defendants in civil lawsuits), and officer involved critical incidents. Multiple incident types that stem from a single event will not be counted twice. Exonerated or Unfounded complaint cases, and Declined complaint cases (BWC or mediation) will not count as an incident type within the PAS review.

**Response Level** - The response level will be based on each particular PAS review or referral. Response levels are intended to improve officer performance and are not a disciplinary action. There are two possible levels of response that may be applied to a review:

- **Level One** - Notification
- **Level Two** - Intervention

**PROCEDURES FOR PAS REVIEW OR REFERRAL**

PAS information is confidential and will not be disseminated to unauthorized persons, either internally or outside the department. Individual users are responsible to maintain the security of the PAS computer program. PAS may not be used for personal use or gain, and misuse of PAS may result in discipline.

a. PAS printouts may be referred to as needed; however, they will not be attached to evaluations or any other reports including IAD investigations.

b. Individual officers are encouraged to review their own EIIS computer system information on a frequent basis. Reviewing EIIS information allows the officer the opportunity to ensure the accuracy of EIIS data and to monitor multiple performance indicators. An officer who finds data that they believe is inaccurate should inform their immediate supervisor of the records in question. The supervisor will then contact the PDU with a description of the possibly inaccurate data. The PDU will cause the record in question to be corrected when appropriate and inform the officer and the supervisor of the outcome.

c. Regardless of the origin of a review of an officer’s performance under this policy, one of the response levels detailed below will be used:

1. **Level One – Notification:**

   Based on the totality of the information available, the issue is of such a nature as to necessitate the notification of the officer and their commander. The officer’s commander will notify the officer.
   - The commander will coordinate with the Performance Development Unit and/or the Academy to identify any appropriate resources to which the officer may be referred.
   - The officer’s input will be sought in order to identify an informal response plan that will help correct any possible deficiencies. The commander will provide a written explanation to the Chief of Police, through the chain of command, within fourteen (14) days of receipt of the notice, detailing their actions.
- The Performance Development Unit will retain copies of all PAS response plans once approved by the Chief of Police.
- All documentation of completed training during PAS plans will be forwarded to the Performance Development Unit.
- Command officers may elevate any officer to a Level Two – Intervention response when that officer receives a second PAS review within twelve (12) months. Should the command officer decide on a Level One – Notification, an explanation must be provided detailing the reasons.
- A third PAS review within twelve (12) months will automatically be escalated to a Level Two - Intervention response.
  - A lieutenant will address and respond to a Level One review with input from the officer’s sergeant.
  - A journal entry within the officer’s performance evaluation will be made noting the Level One – Notification review. (Assessment score: Not Applicable)

2. **Level Two – Intervention:**

   Based on the totality of the information available, the issue is of such a nature as to necessitate a formal intervention, which includes a written plan. The officer’s commander will notify the officer.

   - The commander will coordinate with Performance Development Unit and/or the Academy Unit to identify any appropriate resources to which the officer may be referred.

   - The commander will coordinate with his/her division chief and Performance Development Unit and/or the Academy Unit to determine the appropriate form of intervention.

   - The officer’s input will be sought in order to help determine a course of action that will help to correct any possible deficiencies. The commander will provide a written explanation to the Chief of Police, through the chain of command, within fourteen (14) days of receipt of the notice, detailing their actions.

   - The Performance Development Unit will retain copies of all PAS response plans once approved by the Chief of Police.

   - All documentation of completed training during PAS plans will be forwarded to the Performance Development Unit.

**4 Remedial plans:**

The response will include a written remedial plan detailing the efforts being made to correct any performance and conduct issues of concern. Template language will be avoided and each plan should be tailored to the individual officer and his/her needs for improvement.

a. Written plans will include specific goals, structure, oversight and support.

b. Plans will mandate weekly meetings with a sergeant to gauge progress, and will be documented in a journal entry.

c. Plans will include a monthly meeting with a sergeant and lieutenant, and will be documented with a journal entry.

d. The remedial plan will be signed by the officer indicating that the response has been reviewed. The officer's progress must be monitored and formally reported to the Chief of Police through the chain of command.
At the conclusion of the plan, a report noting the results will be completed by the assigned command officer and forwarded to his/her respective division chief within 14 days. A final journal entry will be made in the officer's record noting the outcome of the plan.

**Intervention Strategies:**

Appropriate intervention strategies may include:

a. Referral to Peer Support, psychological services, police chaplain, Denver Police Resiliency Program, Employee Assistance Program, or other appropriate employee support system.

b. Coordination with the Academy Unit to identify training needed to improve an officer's performance.

c. Non-disciplinary coaching or direction by the officer's supervisor, developing a monitoring program or a follow-up plan, or encouraging the officer to help the supervisor determine the best intervention option for the situation.

d. Mandatory department authorized training, targeting personal or professional problems that the officer may be facing (i.e. communications, cultural awareness, coping with stress, anger management, or skills training such as remedial driving, arrest control techniques, etc.).

e. Reassignment or transfer.

f. Recommending policy revisions or additions, or departmental training needs.

g. Provide direct supervisory observation by assigning a corporal or sergeant to accompany, or "shadow" the subject officer for a time period and frequency determined by the officer's commander. This strategy is strongly encouraged, recognizing that staffing levels can be a factor.

h. Online Police One training videos

**Roles and Responsibilities:**

a. Performance Development Unit (PDU) Responsibilities:

1. PDU is responsible for establishing and administering the PAS, and generating reports specified in this policy, as requested by a commanding officer for personnel under their command, or as otherwise directed by the Chief of Police.

2. PDU coordinates with psychological services, Peer Support, the Training Section, the Denver Employee Assistance Program, and other available services to develop effective intervention strategies. The purpose of the intervention is to enhance employee success by addressing behavior before the conduct becomes more serious or a disciplinary issue.

3. Whenever a referral or review is initiated, PDU will prepare documentation for review by the assigned commander in order to determine the appropriate level of response.

4. At a minimum, PDU will produce a monthly report detailing officers who have reached a review limit for three (3) and twelve (12) month thresholds.
   - PAS reports will be generated for Districts 1, 3, 5, Metro/SWAT and Gang Unit at odd month intervals.
   - PAS reports will be generated for Districts 2, 4, 6, Traffic Operations Section and all others at even month intervals.

5. PDU will monitor the officer's completion of assigned requirements on all Level One - Notifications and Level Two - Interventions.

6. PDU draws no conclusions concerning the generated reports. PAS reports are intended to assist command and supervisory personnel in the evaluation and guidance of their subordinates. PAS reports alone will not form the basis for disciplinary action.

7. Develop and share weekly reports that outline the number of delinquent PAS reviews and number of PAS reviews by bureau, division, district, section, or unit.
8. K9 bite related use of force incidents will not be included in the Personnel Assessment System; instead, the Chief’s Office will rely on the quarterly reports generated from the Metro/SWAT Section. A PAS Report may be initiated after a review of these reports by the Chief of Police (or designee).

b. Command Officer Responsibilities:

1. Command officers are required to review the EIIS information for the supervisors under their command at least once a month. The command officer must ensure that such supervisors are reviewing the EIIS information of the officers under their span of control once per month to make certain that no issues have gone unrecognized.

2. When a command officer has identified a subordinate who may need a review, the command officer will gather the necessary documentation. PDU may be called upon for assistance.

3. Command officers are responsible for the development, execution and documentation of any necessary remedial plans implemented under their supervision. Command officer oversight will be tracked within the command officer’s performance evaluation system as an “action plan” for that quarter. The outcome rating will be based on the success or failure of the plan implemented, the effort exhibited by the command officer working with the supervisor and/or officer to accomplish the plan, and the proper weekly documentation of the plan.

c. Supervisory Officer Responsibilities:

1. All supervisory officers are required to review the EIIS information for the officers under their span of control at a minimum of once a month. Supervisory review of EIIS is also required during preparation of officer performance evaluations.

2. When a supervisory officer has identified a subordinate who may need a review, the supervisor will gather the necessary documentation. The supervisor will then make a determination of the level of response required or will refer the review to the appropriate chain of command.

3. Nothing in this policy precludes a supervisor from intervening with an officer before a referral is made or a review is initiated. Through personal observation and available performance data, the EIIS program can best be utilized by supervisors to identify opportunities to improve officer performance.

4. Supervisors are responsible for the development, execution and documentation of any necessary remedial plans implemented under their supervision. Supervisory oversight will be tracked within the supervisor’s performance evaluation system as an “action plan” for that quarter. The outcome rating will be based on the success or failure of the plan implemented, the effort exhibited by the supervisor working with the officer to accomplish the plan, and the proper weekly documentation of the plan.
505.00 TIME AND COMPENSATION

505.01 DAYS OFF

(1) PERIODS:
The Denver Police Department work year will consist of thirteen (13) twenty-eight (28) day periods. A work week begins on Sunday at 0001 hours and ends on Saturday at 2400 hours.
   a. Officers will be credited with attendance for the calendar day on which they report for duty.
   b. If the department adopts a fourteenth (14th) period during any calendar year, officers working eight-hour (8-hour) shifts will receive an additional two (2) regular days off, and officers working ten-hour (10-hour) shifts will receive an additional three (3) regular days off. See Collective Bargaining Agreement, Article 15.2.

(2) SHIFT CHANGES AND TRANSFERS:
Shift changes and transfers will take place on the first (1st) or fifteenth (15th) day of a work period, unless special circumstances require immediate changes. Shift assignment and regular days off will be granted at the discretion of the unit commander.

(3) SHIFT LENGTH AND VOTING DAYS OFF:
   a. The Chief of Police will determine shift length.
   b. When submitting day off requests prior to the work period in which a holiday falls, officers who have not elected one or more of the holidays off in a saved holiday block must declare a preference of pay or time for the upcoming holiday. When two (2) holidays fall within a work period, they may be split. An officer may elect pay for one (1) and time for the other.
      1. An officer who elects time will be entitled to eight (8) additional hours off during the work period, or sixteen (16) additional hours off in work periods in which there are two (2) holidays. These will be voted by seniority as regular days off.
      2. Officers, who request pay and work the actual holiday, will receive the holiday pay, as well as premium pay for actual hours worked on the holiday. Holiday premium pay is limited to essential personnel only.
         Officers will be paid at time and one-half for scheduled hours worked on a holiday, and the balance of an 8-hour benefit at straight pay.

(4) APPROVAL AND POSTING:

(5) CHANGE OF SHIFT AND CANCELLATION OF DAYS OFF:
   a. Officers will not be entitled to overtime pay for changes in days off unless it falls within the provision of Article 19.3 and 19.4, of the Collective Bargaining Agreement, or less than eight (8) hours of relief is provided between shifts - See Collective Bargaining Agreement, Article 19.1.
   b. Command officers scheduling shift changes for their personnel will be mindful of all requirements and of the need for their personnel to be afforded appropriate rest time before reporting for a new shift and will, whenever possible, schedule time off in such a manner as to eliminate the need for officers to report back prematurely.
   c. Telestaff Work Codes:
      • "Change of Shift-less than 8hrs-Time" (or pay)
      • "Cancelled day off – TIME 1.5 (or PAY 1.5)". Captains will use the work code indicating 1.0
(6) **HOURS WORKED IN EXCESS OF ONE HUNDRED SEVENTY-ONE (171):**
   b. Hours worked in excess of one hundred seventy-one (171) in a work period must be considered overtime in accordance with FLSA. Commanders should arrange for compensatory time off for officers who are approaching the one hundred seventy-one (171) hour limit, prior to the end of each work period.

(7) **VACATION, ASL, SICK, INJURED, LINE OF DUTY INJURY, INJURED NOT IN LINE OF DUTY:**
   a. See Collective Bargaining Agreement, Articles 9, 10, and 22.
   b. Vacation, Accumulated Sick Leave, sick, injured, and line of duty injury are considered as working time and will be reflected in TeleStaff with the appropriate work code.
   c. Injury Not in the Line of Duty will be carried on TeleStaff calendars with the appropriate work code.
   d. For officers on limited duty, working less than an eight (8) hour shift, see OMS 505.11.

(8) **SUSPENSIONS WITHOUT PAY:**
Suspensions without pay is considered non-working time and must be reflected in TeleStaff. Commanders (or designee) will consult with Safety Human Resources to determine the number of regular days off allowed during the suspension period.

(9) **ON-CALL REQUIREMENTS:**
   a. See Collective Bargaining Agreement, Article 27.4.
   b. All police officers, regardless of rank or appointed position, that are placed in compensated on-call status must be readily available to respond. It is the officer’s responsibility to provide a phone number that they will immediately respond to while in on-call status. When a physical response to a location is required, arrival must be as soon as possible following the time of notification.
   c. When in an on-call status, officers must log each call received on the On-Call Activity Log. Officers will use one log sheet per work period and will turn the completed log sheet into his/her supervisor at the end of the period, prior to the first Wednesday of the new period.
      1. The supervisor will review the log sheet, ensuring its accuracy, prior to giving it to a command officer for entry into TeleStaff.
      2. The On-Call Activity Log will be retained for two (2) years.
   d. Officers in a compensated on-call status will go off on-call status and on to call-back status for purposes of compensation when the officer must respond out to a location. The officer will return to compensated on-call status as scheduled, when call-back time is completed. The officer cannot be compensated for both on-call status and call-back status simultaneously.
   e. Scheduled Disciplinary Action - Officers placed in on-call status by the Chief of Police (or designee) and who receive compensation for on-call status must respond to a call for duty. Officers who fail to respond to a call for duty are subject to discipline as follows:
      1. 1st Offense (within 12 months): Written Reprimand
      2. 2nd Offense (within 12 months): Fine of 8 hours (1 day)
      3. 3rd Offense (within 12 months): Chronic Offender (violations will be dealt with more severely within the Disciplinary Matrix)

505.02 **VACATION**

(1) **COLLECTIVE BARGAINING AGREEMENT:**
Officers will accrue and use vacation as stipulated in the Collective Bargaining Agreement, Article 9.
505.03 OVERTIME / SPECIAL COMPENSATION

(1) COLLECTIVE BARGAINING AGREEMENT:
Overtime will be accrued and used as stipulated in the Collective Bargaining Agreement, Article 16.

(2) CALL BACK:
See Collective Bargaining Agreement, Article 17.

(3) COURT COMPENSATION/JURY DUTY
See Collective Bargaining Agreement, Article 18.

(4) NON-OVERTIME FUNCTIONS:
Functions which will not be considered overtime will include court resulting from a non-police action, athletic events or programs, medical attention for work-related injuries and off-duty activities.

(5) OFFICERS FILLING THE POSITION OF A SUPERVISORY OFFICER - ACTING CAPACITY:

a. Acting assignments will be made only when it is essential to the functioning of the division, section, or unit to have an officer with full supervisory or command authority immediately available for an entire shift to perform supervisory or command functions.

b. Acting Assignments will not be made when sufficient supervisors assigned to the bureau are working and can be called upon when necessary.

c. Division, section, or unit commanding officers will be held responsible for ensuring that acting assignments are made only when necessary.

d. District commanders will arrange lieutenants' days off and vacation schedules to provide lieutenants as acting district commanders during their absence.

e. Lieutenants will arrange sergeants' days off and vacation schedules to provide a senior sergeant as acting shift commander during their absence.

b. Acting assignments can only be authorized by captains, CS directors or, in the case of sections or units commanded by lieutenants, the respective commander or division chief.

c. An officer temporarily filling the position of a supervisory officer in an acting capacity will be vested with all the authority and responsibilities of the supervisor, but the acting officer will not interfere with, countermand, or modify the orders previously issued by the supervisory officer, except in extreme emergency.

d. An officer so assigned, when called upon to affix their signature to any official paper or report, will use only their official title and never sign as an acting officer of a higher rank.

e. Any officer who is temporarily assigned by his/her supervisor to a rank higher than that which he or she currently holds will be compensated at the rate of pay of the higher rank for the time he or she is assigned and assumes the duties of the higher rank.

f. Officers may be temporarily assigned to a rank or assignment no more than one step higher than their current rank with the following exceptions:

1. A commander may, with the approval of their division chief, assign a lieutenant to the position of acting commander in their absence.

2. A division chief may, with the approval of the Deputy Chief, assign a captain to the position of acting division chief in their absence.

G. Any lieutenant assigned as an acting commander or a captain assigned as an acting division chief will be compensated at the rate of pay of the acting position.

h. Any officer who, for a period of four (4) hours or more 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 will be compensated at the 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 works overtime, the officer will receive the overtime rate of pay at the officer’s existing pay rate.

i. Officers will receive acting pay for those days when they are physically present at work. In addition, officers will not receive acting pay for those days on which they are on special assignment, on an excused day, or regular day off.

(6) **RECRUITMENT REFERRAL:**

Sworn personnel and CS employees will be awarded eight (8) hours compensatory straight time if they successfully recruit a new officer into the Denver Police Academy. "Successfully Recruit" means the person recruited by an officer or CS employee was offered and accepted a position in the academy and started training.

a. **Eligibility for Recruitment Referral Award:**
   1. All police department CS employees and officers up to the rank of lieutenant are eligible.
      • Officers permanently or temporarily assigned to the Recruitment Unit and officers on paid recruitment trips are not eligible.
   2. Recruitment referral time will not be awarded for a family member who is hired by the Denver Police Department.
   3. Only one officer will be given credit for a successful recruitment effort. The final determination regarding credit rests with the Chief of Police.

b. **Referral process for sworn officers:**
   1. Prior to the applicant testing with the Civil Service Commission, officers must provide at a minimum, the prospective applicant’s name and email address to the Recruitment Unit.
      • A Denver Police Department Recruitment Referral Card may be given to an applicant for completion and submission to the Recruitment Unit, or the card may be completed by an officer and forwarded to the Recruitment Unit. Recruitment referral information may also be sent by email to DPDRecruiting@denvergov.org.
      • Recruitment Referral Cards are available through the Recruitment Unit and district stations.
   2. Once a referred applicant has started the Denver Police Academy, the Recruitment Unit will notify the referring officer of the applicant’s status. The Recruitment Unit will submit the Recruitment Referral Reward request for approval to the Deputy Chief.
   3. The Deputy Chief (or designee) will send the reward documentation to the officer’s commander or director. The referring officer’s supervisor will be responsible for entering eight (8) hours of compensatory time in TeleStaff using the code “Recruiting Award.”

c. **Referral process for Career Service employees:**
   1. The process will mirror that of the sworn officer, except that the Deputy Chief (or designee) will forward approvals to Safety Human Resources for entry into Kronos.
   2. Eight (8) hours of straight time will be entered under the category, “Admin. Leave – Exemplary Performance.”
      • The recruit officer’s name and temporary serial number will appear under “Justification” as, “Recruitment Excused Day, Recruit John Doe #00000.”
      • Recruitment Referral Reward time for CS employees will be maintained by Safety Human Resources.
505.04 SPECIAL ASSIGNMENT TIME

(1) REQUIREMENTS:
   a. Metropolitan Region (Adams, Arapahoe, Denver, Broomfield, Douglas, Jefferson counties):
      Special assignment time may be granted to an officer at the discretion of his/her commanding
      officer.
   b. Outside the Metropolitan Region or State of Colorado:
      1. Special assignment time at a location outside the metropolitan region requires approval
         of the Chief of Police through the chain of command and must follow all related travel
         procedures established by the City and County of Denver.
      2. Special assignment time requiring an overnight stay within or outside the State of
         Colorado, requires approval of the Chief of Police through the chain of command, and
         must follow all related travel procedures established by the City and County of Denver.

(2) CONTINUING EDUCATION OR OTHER SPECIALIZED TRAINING:
When officers who regularly work a ten-hour (10) shift are scheduled for special assignment to attend
continuing education or other specialized training, the following procedures will apply:
   a. If the training is five (5) eight-hour (8) days in one (1) week, the officer's schedule will be changed
to eight-hour (8) shifts during that week. This procedure will apply regardless of where the
special assignment takes place or which agency provides the training. The officer will be credited
forty (40) hours worked, and no deductions of time from the officer's compensatory time bank will
be required. The officer's supervisor will ensure that the officer's scheduled hours worked during
that period do not exceed one-hundred sixty (160).
   b. If the special assignment is fewer than five (5) days in one week, the officer's TeleStaff will reflect
an eight-hour (8) credit for each special assignment day. The officer may use two (2) hours
compensatory time when available from a time bank, for each of the eight (8) hour days or
choose option d. (below). If the officer does not have enough compensatory time in the bank,
then time can be used from the saved holiday, birthday, Accumulated Sick Leave (ASL), saved
vacation, or vacation banks, in that order. The officer will not be scheduled or allowed to work an
extended shift on any other day during the work period to make up the two-hour (2) shortage.
   c. If the special assignment is training provided at a Training Division facility, the officer may leave
at the end of the training session and must add a work code to TeleStaff requesting that two (2)
hours of compensatory time be deducted from their time bank. If the officer does not have
enough compensatory time in the bank, then time can be used from the Saved Holiday, Birthday,
ASL, Saved Vacation, or Vacation banks, in that order.
   d. The officer may elect to not use compensatory time by remaining at the Training Division facility
for two (2) additional hours to receive additional training provided by the Training Division staff.
The training may include, but is not limited to: arrest control, firearms, viewing training videos,
classroom instruction on a variety of topics, or any two-hour (2) block of training then offered by
the Training Division staff. This option applies to CEP classes, mandatory remedial training and
other special assignment held at a Training Division facility.
   e. It is not permissible for an officer who normally works eight-hour (8) shifts to attend the additional
two-hour (2) training to earn overtime compensation.
   f. An officer who normally works ten-hour (10) shifts, will be granted special assignment time to
attend 8-hour training provided by an outside agency, or at a facility other than the Denver Police
Academy or Firearms Range, only if the officer requests and agrees to use compensatory time for
the two hours not worked each special assignment day.
   g. The department may, on occasion, order an officer who regularly works ten-hour (10) shifts to
attend specialized or remedial training at a non-Denver Police training facility. The department will attempt to schedule these sessions in ten-hour (10) blocks. If that is not possible, the officer's attendance will be recorded as determined on a case-by-case basis, by the officer's commander (or designee).

505.05 SICK LEAVE

(1) ACCRUAL AND USE:
   b. For all time, absent from work due to illness or injury, an equal amount of leave time (sick, ASL, vacation, saved vacation, saved holiday) will be entered in TeleStaff.
   c. Days accrued in excess of a ninety (90) day bank is called Accumulated Sick Leave (ASL).
   d. ASL will be granted based on seniority in rank and will be voted in the officer's district or division assignment. ASL voting will take place after all vacations have been voted.

505.06 MILITARY ABSENCE

(1) PAID LEAVE:

(2) HEALTH AND DENTAL INSURANCE COVERAGE:
   b. The first pay period following the first 30 days of leave without pay, the officer can elect to remain enrolled in the insurance through COBRA. The COBRA rate is the officer's premium, the City's premium, plus a 2% administrative fee.

(3) OFFICER SENIORITY:
   See Collective Bargaining Agreement, Article 13.3.

(4) MILITARY PAY OR BENEFITS – DRMC 18-164:

(5) TELESTAFF:
   Military leave will appear on the officer's calendar in TeleStaff when the officer was originally scheduled to work.

(6) EXTENDED PERIODS OF ABSENCE OR FAMILY AND MEDICAL LEAVE MILITARY EXIGENCY LEAVE INFORMATION:
   a. See OMS 505.08
   b. Sick and Vacation Time Accrual
      Sick and vacation time will not accrue during the extended leave of absence unless the officer elects to use a minimum of 15 days of accrued leave per month.

(7) RETURNING FROM EXTENDED MILITARY LEAVE:
   a. The officer should schedule a meeting with Safety Human Resources to reinstate benefits.
   b. The officer will supply Safety Human Resources with a DD214 or a letter of release from active duty from his/her commanding officer.
   c. If the officer canceled benefits while on military leave and returns, the officer has 31 days to re-enroll in the City's benefits.
   d. Safety Human Resources, in conjunction with the Limited Duty Coordinator, will provide the officer with the Extended Leave Questionnaire and instruct the officer to return the completed
form to the Limited Duty Coordinator. See OMS 505.08 (4) d.

505.07 APPLICATIONS OF LEAVE

(1) **TeleStaff:**

All requests for sick leave, vacations, accumulated sick leave, compensation time, and saved holidays will be submitted through TeleStaff by the officer. Requests for military leave and a leave of absence will originate where the officer is assigned and be forwarded through the chain of command to Safety Human Resources.

(2) **Line of Duty Injury** - See OMS 505.08 to 505.12.

(3) **Effective Leave Start and Return Date:**

The effective date of leave in TeleStaff will be the actual date the officer was absent. The effective date of return to duty in TeleStaff will be the actual date the officer physically reports for duty.

(4) **Leave Time Accrual:**

Any officer who is on leave without pay, including suspension, for more than fifteen (15) days of a calendar month will not accrue vacation time or sick leave for that calendar month. In addition, officers will not accrue days off proportionate to the number of days of leave without pay. The Safety Human Resource Division should be contacted regarding the number of regular days off to be forfeited.

505.08 USE OF SICK LEAVE / LEAVE OF ABSENCE

(1) **Statement of Intent:**

The purpose of this section is to allow officers to achieve a balance between family responsibilities and work demands. Although the guidelines for use of sick leave have been broadened, each officer must recognize that the responsibility of the Denver Police Department is to provide a continuous high-level of service to the public. Commanders, when granting such leave, will ensure that the police mission is not jeopardized. See Collective Bargaining Agreement, Article 10.

(2) **Use of Sick Leave:**

a. Officers using sick leave will notify or have their commanding officers notified at least one (1) hour before the officer's reporting time, except that officers requesting leave for foreseeable medical treatment will make such request at least thirty (30) days in advance, if possible.

b. Officers who are absent for personal illness, injury, or to care for an immediate family member will contact their unit commanders at three-day (3) intervals to report condition and progress of recovery, unless hospitalized.

1. If an officer is absent, due to personal illness, injury, or to care for an immediate family member, for more than three (3) days, the commanding officer will notify Safety Human Resources.

2. Officers who are absent, due to personal illness, injury, or to care for an immediate family member, will not leave the Denver metropolitan area without prior approval from their commanding officer.

c. **Confirmation of Illness/Injury:**

1. Officers who are absent for personal illness, injury, or to care for an immediate family member, may be required to furnish a statement signed by an attending physician, or other proof of such illness satisfactory to their commanding officer. Such statement will confirm that the officer's absence from duty was medically necessary.

2. Officers requesting leave under the provisions of the Family and Medical Leave Act may be required to provide certification of the illness or injury. This certification may include
information from a physician stating the date the condition commenced, the probable
duration of the condition, appropriate medical facts concerning the condition, and, when
care is for a family member, the need to have the employee assist in that care and the
estimated duration of the need.

3. If malingering is suspected, the commanding officer will visit or have a supervisor visit the
officer at the earliest reasonable time, during the hours of the reporting officer’s normal
duty hours, to verify the authenticity of the illness, injury, or for the care of an immediate
family member.

4. Whenever the officer’s commander believes that a physical examination is necessary to
determine the condition of an officer who is off duty due to personal illness or injury; the
officer will submit to a physical examination as directed by the department under the
provisions set forth in OMS RR-1107. Officers who are off-duty due to illness or injury
will authorize the attending physician to release information regarding their condition and
ability to perform their duties to the Safety Human Resources Manager (or designee). In
no case, will medical information be released or disclosed to the officer’s immediate
supervisor.

(3) FAMILY AND MEDICAL LEAVE ACT OF 1993:
In addition to using sick leave when sickness or injury incapacitates an officer, the Family and Medical
Leave Act of 1993 (FMLA) allows sick leave to be used for parental leave or for necessary care and
attendance during the serious illness of a member of the officer’s immediate family.

DEFINITIONS:
Immediate Family: An employee’s spouse, children (son or daughter), and parents are immediate family
members for purposes of FMLA. The terms son or daughter do not include individuals age 18 or over
unless they are “incapable of self-care” because of a mental or physical disability that limits one or more
of the “major life activities” as those terms are defined in regulations issued by the Equal Employment
Opportunity Commission (EEOC) under the Americans With Disabilities Act (ADA).

Serious Illness: An illness, injury, impairment, or physical or mental condition that involves inpatient care
in a hospital, hospice, or residential medical care facility, or continuing treatment by a health care
provider.

Parental Leave: Leave for a birth, or placement for adoption, or foster care.

Military Exigency Leave: allows an employee who has a spouse, son or daughter, or parent in the
National Guard or Reserves to take FMLA leave due to a qualifying exigency resulting from the covered
family member’s active military duty (or call to active duty status) in support of a contingency operation. It
is part of regular FMLA leave, and the maximum amount of leave is 12-weeks during the employer’s
designated 12-month FMLA leave year (excluding military caregiver leave).

Qualifying Exigency includes any one or more of the following non-medical, non-routine activities and no
others
- Short-notice deployment activities
- Military events and related activities
- Child care and school activities
- Financial and legal arrangements
- Counseling activities
- Rest and recuperation activities
- Post-deployment activities
- Additional activities
a. Caregiver Leave allows an employee who is the spouse, son or daughter, parent, or next of kin of a service member in the regular armed forces, national guard, or reserves (who has incurred a serious injury or illness in the Line of Duty while on active duty) to take FMLA leave to care for the service member.

1. Maximum amount of leave is 26 weeks in a single 12-month period on a per-covered service member, per-injury/illness basis, measured forward from the date an employee first takes caregiver leave.

2. During that single 12-month period, caregiver leave is combined with regular FMLA leave and the total cannot exceed 26 weeks.

b. The provisions of this Act apply to officers who have completed twelve (12) months of continuous service and have completed 1,250 hours of work within the previous twelve (12) months.

c. The amount of sick leave granted for parental leave or for necessary care of a sick member of an employee's immediate family will not exceed twelve (12) weeks per twelve-month (12) period without approval of the officer's commanding officer and the Chief of Police.

d. Up to twelve (12) weeks of parental leave may be granted to care for a child at the time of birth or adoption.

a. Officers who are married to each other are limited to a combined total of twelve (12) weeks taken for reasons other than personal illness, including parental leave.

f. In all but emergency cases, officers requesting Family and Medical Leave will contact Safety Human Resources at least thirty (30) days in advance so that the eligibility process can begin.

g. Safety Human Resources personnel will determine if the officer meets the eligibility requirements.

1. Officers who are not eligible for Family and Medical Leave will be notified in writing and will be advised to seek other leave type options.

2. Safety Human Resources will review the request and if approved, will forward an approval letter to the officer and the officer's commander or director.

3. Officers who are approved for Family and Medical Leave will document if they want paid or unpaid FML time on the FML paperwork.

4. Safety Human Resources will contact the officer to establish a calendar and discuss leave options. Safety Human Resources will enter the FML in the officer's calendar in TeleStaff.

h. Officers requesting leave under the provisions of the Family and Medical Leave Act have the option of using unpaid leave in lieu of paid leave.

1. When paid leave is elected, officers may designate the type of leave to be used.

2. Officers who require more than twelve (12) weeks, or who do not have a sufficient sick leave, vacation time, compensatory time, or saved time may.
   - Apply for donated sick time – see OMS 505.15.
   - Petition the Chief of Police for a leave of absence without pay not to exceed one (1) month.
   - Petition the Civil Service Commission, through the chain of command, for a leave of absence without pay for longer than one (1) month.

i. Officers on leave under Family and Medical Leave for an extended period of absence may apply to Safety Human Resources for a reduced or intermittent work schedule (i.e., a leave schedule that reduces the officer's usual number of hours per week, or hours per day). The officer may be required to transfer to another assignment to better accommodate the reduced work schedule. The Chief of Police has the ultimate authority to grant or deny a request for a reduced or
intermittent work schedule.

j. Officers on Family and Medical Leave are not permitted to perform any secondary employment or non-police secondary employment work, without written authority from the Chief of Police. The authorization must be provided and kept on file with the Secondary Employment Coordinator.

k. Officers using extended leave under the provisions of the Family and Medical Leave Act will return to work at their same position or equivalent.

l. Return to work process:

1. Prior to returning to work, if the officer is out for a personal illness or injury, officers must submit a Fitness for Duty Pass from their health-care provider. The pass verifies that the officer can perform the essential functions of his or her position. Officers will not be allowed to return to work until Safety Human Resources receives the Fitness for Duty Pass.

2. Officers are required to complete any missed firearms qualification or required weapons certifications and achieve a passing score on the course of fire specified by the Firearms Unit, prior to working a line assignment, but no later than thirty (30) days after their return from Family and Medical Leave.

3. Any officer who missed two or more firearms qualifications while on extended leave will attend remedial training if the officer fails to qualify upon their return.

4. Officers are required to contact the Training Section to schedule and make up any department mandated training that was instituted or provided during the time the officer was on leave.

(4) EXTENDED PERIODS OF ABSENCE:


b. All such leaves of absence will be without pay unless:

1. The leave qualifies as FMLA leave and the member has accrued vacation leave, sick leave, accumulated sick leave, compensation time, saved vacation, or saved holiday which the member chooses, in writing, to apply to the leave or;

2. If the leave does not qualify as FMLA leave, the member may use accrued vacation leave or sick leave provided the member requests, in writing, to use such leave, and such leave is approved, in writing, by the Chief of Police. Except for paid leave, and as otherwise required by law, leaves of absence will not count toward longevity or seniority in sick and vacation time will not accrue during the extended absence unless the officer elects to use a minimum of 15 days of accrued leave per month. See Collective Bargaining Agreement, Article 14.

c. To be eligible for an extended leave of absence, the member must have completed at least five (5) years of continuous service. The Chief of Police may make exceptions.

1. The officer must complete the Leave of Absence Request Form which can be obtained through Safety Human Resources. The officer must then complete the form, obtain signatures through the chain of command, and then submit the form to HR.

2. If the request for leave of absence is denied, the reason for denial will be provided to the officer in writing.

d. All extended periods of absence, including personal FMLA and disciplinary, will be subject to the following provisions:

1. While on extended absence, the Chief of Police will hold all members of the classified service to the standard of conduct expected of an active member, regardless of the length of absence.
2. Safety Human Resources will provide the officer with the Extended Leave Questionnaire (DPD 713) when the officer initiates contact to reinstate benefits and return to work. The Extended Leave Questionnaire must be completed prior to returning to work. The completed form will be given to the Limited Duty Coordinator for review, and if necessary, scheduling of exams.

3. No member of the department who has been continuously absent for ninety (90) consecutive days or more will be permitted to return to work until the reason for the extended period of absence and the responses to the Extended Leave Questionnaire are reviewed to determine if a fitness for duty evaluation is required.

   Officers returning to work from FMLA leave must comply with the above section but are excluded from a fitness for duty evaluation. Officers returning from FMLA leave must submit a return to work pass, or if the officer is out for a personal illness or injury, officers must submit a Fitness for Duty Pass from their health-care provider. The pass verifies that the officer can perform the essential functions of his or her position. Officers will not be allowed to return to work until the Safety Human Resource Division receives the pass, or a fitness for duty evaluation will be required.

4. A fitness for duty examination may include: a medical/physical examination; a psychological examination; a background investigation; and/or a polygraph examination; as determined by the Limited Duty Coordinator. The Limited Duty Coordinator will consult with the Commander of the Internal Affairs Division on officers returning from disciplinary suspensions or if otherwise necessary. A mandatory drug and alcohol screen is required of all returning officers and will be scheduled by the Limited Duty Coordinator.

5. The Limited Duty Coordinator will complete the Review of Extended Leave Questionnaire (DPD 713a). Once the form is complete and includes the findings of any required exams, the entire packet will be brought to the Office of the Chief of Police for the Chief (or designee), to review for consideration of fitness for duty. The chief or designee will sign off, authorizing the officer to return to full duty, modified duty or provide further instructions.

6. Any officer who missed two or more firearms qualifications while on extended leave will attend remedial training if the officer fails to qualify upon their return.

7. Officers are required to contact the Training Division to schedule and make up any department mandated training that was instituted or provided during the time the officer was on leave.

8. At the discretion of their commanding officer, officers returning to a patrol function may be temporarily assigned to work with a police training officer.

9. Officers who are on extended periods of absence for personal or disciplinary reasons, other than FMLA eligible leave, may elect to continue benefits.

   a. First 30 days of leave without pay: The officer is responsible for only the employee portion of the insurance premiums.

   b. First pay period following the 31st day of leave without pay: The officer may remain enrolled in the benefit plans, however, the officer is then required to pay both the employee and the employer portion of the insurance premiums.

   c. Insurance premium payments during leave without pay must be made directly to payroll in order to avoid loss of coverage.

   NOTE: During FMLA protected leave, officers are responsible for only the employee portion of the benefit premiums for the duration of the approved leave (not to exceed 90 consecutive days off).
505.09 MEDICAL / MODIFIED LEAVE SECTION

(1) DUTIES OF THE LIMITED DUTY COORDINATOR INCLUDE, BUT NOT LIMITED TO:
   a. Monitoring all officers in a medical leave or modified duty capacity. When there is any question
      regarding an officer's medical status, the Limited Duty Coordinator will direct the officer to provide
      a current medical report from the authorized treating physician addressing physical restrictions.
   b. Continually monitor officers on medical leave/modified duty to ensure that the officers are
      returned to full duty assignments at the earliest date that is medically authorized.

(2) OFFICERS ON MEDICAL LEAVE OR MODIFIED DUTY:
   a. Medical Leave – for officers who sustain injuries, illnesses, or for those who are pregnant and
      who are expected to be off work for more than five (5) days.
      1. All TeleStaff attendance records will be kept by their supervisors at their present
         assignment. The Limited Duty Coordinator will monitor the officer's schedule through
         TeleStaff.
            • If the leave is for a Line of Duty injury, the supervisors will choose Workers' Comp
              (W/C) as the work code in TeleStaff.
            • If the leave is for a non-Line of Duty injury/illness, the supervisor will choose the sick
              work code in TeleStaff, or the appropriate code if on Family Medical Leave.
            • In the notes field, please add the date of injury as well as whether the injury/illness
              was a Line of Duty (LOD) or non-Line of Duty (Non-LOD)
      2. Officers on medical leave will not perform secondary employment, police work or non-
         police work unless receiving prior written authorization to do so by the Chief of Police.
            • Only secondary employment that does not violate the physical restrictions provided
              by the authorized treating physician providing primary care in a workers'
              compensation case will be considered for prior written authorization by the Chief of
              Police.
            • The written authorization must be provided and kept on file with the Secondary
              Employment Coordinator.
      3. If an officer is unable to complete mandatory qualification at the range, and they had time
         to qualify prior to the injury/illness, they will submit a letter documenting the reason they
         have not qualified. This letter must then be submitted to the Limited Duty Coordinator.
   b. Modified Duty – for officers who sustain on-the-job or off-the-job injuries, illnesses, or are
      pregnant and will be in a temporary modified duty for any duration in length.
      1. All modified duty assignments will be offered to the officer in compliance with state law
         pursuant to the City and County of Denver modified duty policy. Any modified duty
         established for an officer at his/her present assignment will be reported to the Limited
         Duty Coordinator as soon as reasonably possible.
      2. All TeleStaff records will be managed by the officer's supervisor(s) at his/her present
         assignment or temporary assignment if moved. The Limited Duty Coordinator will
         monitor the officer's schedule through TeleStaff.
            a. When an officer has experienced a Line of Duty injury/illness and is working
               reduced hours, supervisors will use the "Modified Duty" Work Code for the hours
               worked and the "Workers Comp" Work Code for the appropriate time the officer
               was off work.
b. When an officer has experienced a non-Line of Duty injury/illness and is working reduced hours, supervisors will use the “Modified Duty” Work Code for the hours worked. For the time the officer was off work, supervisors will use the Work Code “Sick Time Used” or the appropriate Work Code if on FMLA.

c. In the notes field, add the date of injury and whether the injury/illness was a Line of Duty (LOD) or non-Line of Duty (Non LOD).

3. Officers on modified duty will not perform secondary employment police work or non-policework without prior written authorization from the Chief of Police.
   a. Only secondary employment that does not violate physical restrictions provided by the authorized treating physician who is providing primary care in a workers’ compensation case will be considered for prior written authorization by the Chief of Police.
   b. The written authorization must be provided and kept on file with the Secondary Employment Coordinator.

4. Officers on modified duty will not be allowed to participate in any detective or specialized training program without prior written authorization from the Chief of Police.
   a. Only detective or specialized training programs that do not violate the physical restrictions provided by the authorized treating physician providing primary care in a worker’s compensation case will be considered for prior written authorization by the Chief of Police.
   b. A written authorization must be provided and will be retained in the officer’s personnel file.

5. If an officer is unable to complete mandatory firearms qualification following an injury/illness and there was time to qualify prior to the injury/illness, he/she will submit a letter explaining why qualification did not occur. This letter must then be submitted to the Limited Duty Coordinator, who will forward it to the Chief of Police for approval or denial.

6. Officers on Modified Duty must ensure they take all regular days off:
   a. An 8-hour shift officer must use all eight regular days off in a period.
   b. A 10-hour shift officer must use all twelve regular days off in a period.

(3) PREGNANT OFFICERS:

   a. It is at the discretion of the officer if and when she chooses to disclose a pregnancy to the police department. However, the nature of this employment may subject an officer to strenuous physical activity and potential hazards in the workplace. Therefore, a pregnant officer may request a temporary modification to her work assignment during her pregnancy, and if needed, for the physical recovery from childbirth.

   b. The officer should consult with her medical provider to determine the appropriate level at which she may perform her duties. The officer should provide the appropriate job description to her medical provider to accurately determine any limitations or restrictions that may be appropriate.

   c. The request for work assignment modification should be made in writing to the Limited Duty Coordinator and the officer’s chain of command.

1. The chain of command, in the officer’s assigned division or district will review the request for approval. The request should contain any limitations or restrictions from the officer’s medical provider as well as list any specialized skills or training that may assist in identifying the appropriate work assignment modification.
2. Upon approval from the officer’s chain of command, the Limited Duty Coordinator will facilitate appropriate modifications to the officer’s work assignment as soon as practicable.

(4) RETURNING TO DUTY – ON-THE-JOB INJURY

a. Prior to being allowed to return to work, all officers will obtain a written return to work report from the physician who took the officer off work.

b. The officer will be returned to the same or a similar assignment as held prior to the injury at the discretion of the Chief of Police.

c. If the officer is in a modified duty status, the Limited Duty Coordinator may reassign the officer, in conjunction with the appropriate deputy chief, per his/her physician’s recommendations. The Limited Duty Coordinator will confer with the city’s Risk Management Unit to ensure that all state requirements are followed.

d. Under no circumstance will the department provide an officer with a permanent modified duty assignment.

e. When the recovery time to which an officer may be entitled under the collective bargaining agreement is exhausted, the officer must either:
   1. Return to full duty with a physician’s release;
   2. Seek reassignment to a vacant civilian Career Service position, if the officer is disabled within the meaning of the ADA as amended; or
   3. Seek a disability pension. An officer not returning to full duty will be removed from the department’s payroll.

505.10 LINE OF DUTY INJURIES

(1) COLLECTIVE BARGAINING AGREEMENT:
See Article 22.

(2) REPORTING INJURIES:
All classified service and CS employees of the Denver Police Department who are injured in the course and scope of employment are required to report the injury to the City and County of Denver’s OUCH Line at 303-436-6824. The following procedure outlines the steps to be followed.

a. Non-Urgent Injuries (those not needing immediate medical attention)
   1. If an employee believes he/she has sustained a Line of Duty injury, the officer will immediately report the injury to their supervisor and will call the OUCH Line before responding to a medical facility. This is a 24 hour a day, 7 day a week telephone line designated for taking the officer’s report of injury. It allows a registered nurse to review the officer’s physical problem and make treatment recommendations. Medical recommendations from the OUCH Line registered nurse may vary from self/home care to consultation with the Center for Occupational Safety and Health at Denver Health or at a Concentra clinic. It may involve a recommendation for urgent or emergency care when appropriate, based on the medical situation involved.

b. Urgent Injuries (those needing immediate medical attention)
   1. In cases where obvious emergency medical attention is required, a request for emergency medical personnel will be made. An initial call to the OUCH Line is not immediately required.
2. When paramedic/ambulance personnel respond to the scene, they will evaluate the nature and extent of injuries. They may direct the injured officer to be taken to the nearest adequate medical facility. Paramedic/ambulance personnel may be advised that the “divert status” of Denver Health Medical Center operating rooms is in effect. If necessary, the injured officer will then be transported to a participating alternate hospital.

3. A supervisor or command officer may determine the need for medical attention is so critical and the proximity to a physician or adequate medical facility is close enough that waiting for a Denver Health Medical Center ambulance is not practical. A police car may be used to transport the injured officer for medical assistance without delay.

4. As soon as an officer seeking emergency care is physically able, he/she should report the injury to the OUCH Line. If an officer is not able to complete this call within 24-hours of the injury, a supervisor or command officer will call the OUCH Line and report the claim on behalf of the officer.

   c. If the officer experiences additional problems from an injury/illness, he/she should visit their authorized treating physician immediately. The officer should also immediately notify his/her supervisor who will in turn notify the Limited Duty Coordinator.

   d. An injured officer/employee may not be reimbursed for medical treatment administered at any medical facility or by any individual unless the procedures outlined have been followed.

(3) Procedures:
In the event of a Line of Duty injury, it is necessary for the following steps/forms to be completed and processed:

   a. The officer will call the OUCH Line to report the injury.

   b. Supervisor’s Report of Accident or Incident (located in template drive under “DPD”) is completed by the injured employee’s supervisor and forwarded to the Limited Duty Coordinator and Risk Management. The supervisor must complete this report as soon as possible following notification, and it must be submitted to Risk Management within 5 days of being notified of the injury.

   c. Return to Work Pass issued by the authorized treating physician providing primary care is required each time the officer/employee is seen by an authorized treating physician for the workers’ compensation injury. The officer’s supervisor will forward this report to the Limited Duty Coordinator.

   d. Other reports or information pertinent to the Line of Duty injury will be forwarded/routed by the officer’s supervisor to the Limited Duty Coordinator.

(4) Injuries Discovered Later:
Officers who may not be aware of injuries at the time of an incident, but who later experience physical symptoms, should notify their supervisor without delay. The officer will then call the OUCH Line and complete all necessary forms.

(5) Police Department Responsible for Hospital Security Regarding Line of Duty Injuries:

   a. When deemed necessary by the officer’s division commander (or designee), and as soon as practical, an officer from the same assignment as the injured officer will be assigned as a guard during hospitalization.

   b. Personnel will be assigned in a shift concept to provide this protection on a twenty-four (24) hour basis.

   c. Termination of such protection will be at the discretion of the commander to which the injured officer is assigned.
(6) **INVOICE OR REQUEST FOR PAYMENT:**
Any officer receiving an invoice or request for payment related to a Line of Duty injury will contact the Limited Duty Coordinator. The Limited Duty Coordinator will assist in resolving responsibility for payment in a timely manner.

(7) **NON-WORK RELATED ILLNESS:**
If while on-duty an officer experiences a non-work related illness requiring medical attention, the officer will be excused from duty and should proceed to his/her personal health care provider. No workers' compensation documentation should be completed, and the OUCH Line should not be called. If an officer may not be able to drive themselves to a medical facility, a supervisor may arrange transportation.

(8) **LIFE THREATENING NON-WORK RELATED ILLNESS:**
If a non-work-related illness is potentially life threatening or results in loss of consciousness, emergency medical personnel will be immediately summoned for the officer.

(9) **NON-WORK RELATED ILLNESSES AND INJURIES - LOSS OF TIME / LIMITED OR MODIFIED DUTIES:**
In the case of a non-work related illness or injury which results in a loss of time or reassignment to limited or modified duties, the incident should be documented on a DPD 200 and forwarded to the Limited Duty Coordinator through the officer's chain of command.

(10) **NON-WORK RELATED ILLNESSES AND INJURIES - FINANCIAL RESPONSIBILITY:**
Since non-work related illnesses and injuries are not covered under Workers' Compensation, an officer will be responsible for any medical bills arising out of any care related to any non-work-related illness.

(11) **RISK MANAGEMENT:**
The city's Risk Management department will investigate and decide regarding work relatedness or eligibility for Worker's Compensation benefits on any claim/incident reported to them as potentially work-related.

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505.11 **LIMITED DUTY**

(1) **DEFINITIONS:**

**Work Related (Line of Duty) Injury:** Any injury or occupational disease/illness that Risk Management, or the Office of Administrative Courts, has determined arose out of the course and scope of the performance of an employee's duties as a police officer.

**Line of Duty '365' Pay Rule:** See Collective Bargaining Agreement, Article 22.2.

**Limited Duty:** Any period when an officer is not able to perform all normal duties as a sworn officer because of a Line of Duty or Non-Line of Duty injury. This includes any time classified as salary continuation (worker's compensation) leave, modified duty time and all personal leave (vacation, Accumulated Sick Leave, holiday, compensatory time, leave without pay, etc.).

**Salary Continuation Leave (Workers' Compensation):** Time off from work due to work-related injury or occupational disease/illness granted by medical professionals and managed by Risk Management. Officers may use a maximum of 2080 Worker's Compensation hours per work related injury.

**Modified Duty:** A work assignment that is provided to officers to meet work restrictions imposed by medical providers during an injury recovery period or pregnancy (for work-related injuries and non-work-related injuries). This includes any restriction that limits the number of hours per day an officer may work. A maximum of 260 modified duty days will be granted per incident. Any partial use of modified duty time counts as "one day." While on modified duty, officers will work/be assigned to five eight-hour shifts per week, unless his/her medical restriction requires the officer to work fewer hours or shifts.

**Non-Line of Duty Injury:** Any injury that occurs while in an off-duty capacity where no police action was involved (did not arise out of the course and scope of a police officer's duties.)
(2) **Total Useable Limited Duty Time:**
   a. An officer sustaining a work-related injury has two years of total usable limited duty time. Except for cases when an officer appeals a Worker's Compensation claim, his/her total usable Limited Duty time begins on the date of the injury and ends two years from the date of the injury. Any amount or combination of Workers' Compensation Leave, Personal Leave and Modified Duty time counts toward the total two-year maximum.
   b. If the officer has not returned to a full-duty capacity at the 1 year and 9-month post-injury date, the department may pursue the Separation through Disqualification Process, including the opportunity for the injured officer to enter the Interactive Process (see OMS 505.18). During this process, an officer may continue to work in a Modified Duty capacity and/or utilize Workers' Compensation time or personal leave time. After two years have passed from the date of injury, the officer will be separated from the department through medical disqualification.

(3) **Officers Using Workers' Compensation and Personal Leave (No Modified Duty):**
   Should an officer utilize ALL 2080 Workers' Compensation Leave hours and:
   a. Has not utilized any modified duty time for this injury; and
   b. Is still not cleared to return to a Modified Duty assignment by the Worker's Compensation medical providers:
      The officer may request, through the Chief of Police, to utilize personal time to continue to recover from his or her injuries for a period not to exceed one year from the date of expiration of the 2080 Workers' Compensation Leave hours. The total amount of Limited Duty time the officer may use for any one work-related injury will not exceed two years from the date of injury. If the officer has not returned to a full-duty capacity at the 1 year and 9-month post-injury date, the department may pursue the Separation through Disqualification process, including the opportunity for the injured officer to enter the Interactive Process (see OMS 505.18).

(4) **Officers Using Workers' Compensation, Personal Leave, and/or Modified Duty:**
   Should an officer utilize a combination of any portion of the 2080 Worker's Compensation hours, personal time (if approved by the Chief of Police), and Modified Duty, and is still unable to return to full-duty after two years from the date of the injury, the department may pursue the Separation through Disqualification process, including the opportunity for the officer to enter the Interactive Process at the 1 year and 9-month post-incident date (see OMS 505.18). During the Separation through Disqualification process, the injured officer may continue to work in a Modified Duty capacity until they reach the two-year post injury date or 260 modified duty shifts have been worked.

(5) **FMLA Designation:**
   a. As soon as an officer has reason to believe that he/she has sustained a serious illness or injury (as defined in OMS 505.08 (3)), whether work-related or not, and the officer is eligible for FMLA, the officer will apply for FMLA certification.
   b. Should an officer need to re-open a previously submitted work-related injury claim, and the officer is eligible for FMLA, the officer will apply for FMLA certification once the work-related injury claim has been re-opened.
   c. Should the Denver Police Department have reason to believe that an officer's absence from work is related to a FMLA qualifying condition, and the officer has not timely applied for FMLA certification, the department will force designate all such time as FMLA related.
   d. If an officer does not know whether they are eligible for FMLA, the officer should contact Safety Human Resources for additional direction and guidance.
(6) **WORKERS' COMPENSATION DECISION APPEALS:**

If an officer appeals a worker's compensation claim denial or treatment method, the usable Limited Duty time and Modified Duty time periods will be tolled from the date which the Application for Hearing is filed on the issue of compensability, or treatment, until the date on which a final decision on compensability, or treatment, is made through settlement or court decision.

(7) **SEPARATION THROUGH DISQUALIFICATION:**

a. If the department deems it necessary to enter the Separation through Disqualification process for an officer, it will commence the sooner of either:
   1. 1 year and 9 months from the date of injury;
   2. At the 195th day of Modified Duty usage (of the allowable 260 days of Modified Duty), or
   3. The injured officer utilizes his/her full 2080 Worker's Compensation hours (plus any additional Personal Leave time approved by the Chief of Police).

b. When the Separation through Disqualification process is initiated on the 195th day of Modified Duty, the officer can continue working in such a capacity through the 260th day of allowable Modified Duty time and be afforded the opportunity to enter the Interactive Process.

c. Should the officer be cleared by a Workers' Compensation medical provider to return to full-duty while the Separation through Disqualification process is pending; the Separation through Disqualification process will cease and the officer will return to his/her full-duty status.

(8) **NON-WORK-RELATED INJURIES:**

Officers who are injured in a non-work-related incident will be granted no more than one year (from the date of injury) to return to full-duty capacity. Should the officer not return to full-duty within one year from the date of injury, he/she must file for separation from the department via retirement or resignation at the date of exhaustion of such time, or the department may initiate the Separation through Disqualification process. The department will afford the officer the opportunity to enter the Interactive Process (see OMS 505.18). While the retirement or Separation through Disqualification process is pending, the officer may use up to 60 days of Personal Leave time.

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505.12 MEDICAL LEAVE AND/OR MODIFIED DUTY – RETURN TO DUTY

(1) **CLAIM ACCEPTED BY RISK MANAGEMENT UNIT:**

The officer's supervisor will enter the work code “Worker's Comp” in TeleStaff. No time will be deducted from an officer's sick bank for work absences due to a line of duty illness or injury, provided the officer submits a copy of the Return to Work Pass or Doctor/Therapy Appointment Verification Form to the Limited Duty Coordinator. Once time off is confirmed, the Limited Duty Coordinator will modify TeleStaff to reflect LOD-100% as the work code. If the Verification Form is not turned in to confirm the time off, sick time will be deducted.

(2) **CLAIMS CONTESTED OR DENIED BY RISK MANAGEMENT UNIT:**

Sick time will be deducted from the officer's sick bank. The officer may then submit a request to the Chief of Police through the Police Pension and Relief Board, requesting that his/her sick time be returned. See OMS 505.12.

(3) **RECURRING INJURIES:**

Officers with a recurring injury will follow the same guidelines as stated in OMS 505.10.

(4) **LEAVE OF ABSENCE NOT TO EXCEED ONE (1) YEAR:**

To the extent provided by the collective bargaining agreement, an officer who is disabled due to an admitted on-the-job injury/illness and rendered unable to perform those duties will be granted any necessary leave of absence not to exceed one (1) year. Every effort will be made to assist the officer
during the period of recovery. "Recovery" is interpreted to mean that the officer can return to full duty status, with or without reasonable accommodation.

a. If an officer has the proper physician's medical release and can work in a temporary modified department duty assignment, he/she will be placed in such assignment, if available. If such a position is not available, the officer's supervisor, commanding officer or commander will contact the department's Limited Duty Coordinator. The Limited Duty Coordinator will work with the city's Risk Management Unit in locating a temporary modified duty assignment.

b. An officer with a line of duty injury requiring medical attention for such injury at times other than during regular scheduled work hours will not be entitled to receive overtime pay or compensatory time for such time spent away from work. Situation permitting, the officer's commander may adjust the officer's work schedule to accommodate such treatment.

c. If an officer is off work for a line of duty injury or illness during scheduled work hours, the department may designate such as leave pursuant to the Family Medical Leave (FML).

d. If an officer receives an invoice or request for payment relating to medical care for a line of duty injury, he/she will contact the Limited Duty Coordinator who will assist in resolving responsibility for payment in a timely manner.

505.13 POLICE PENSION & RELIEF BOARD

(1) CONTESTED OR DENIED CLAIMS:

Upon receipt of the notice from the city's Risk Management Unit contesting or denying liability for claims of on-the-job injuries/illnesses, officers may contact Safety Human Resources to apply for the return of lost sick time. If the initial request to the city's Risk Management Unit was not filed within the (5 day) required timeframe as per OMS 505.10 (2) b., additional documentation must be provided to the Police Pension & Relief Board to justify the reason for the delay in reporting.

(2) APPLICATION:

The officer will complete an application to the Police Pension and Relief Board and attach any medical information to support his/her request.

(3) DEADLINE FOR SUBMISSION:

Within thirty (30) calendar days of receiving notification from Safety Human Resources of a claim denial (mailed to officer's home address), an officer will return the application and any additional supporting documentation to Safety Human Resources. The Pension Board will not consider applications relating to denied workers' compensation claims that are submitted for injuries that are 120 days or older.

(4) POLICE PENSION & RELIEF BOARD:

Safety Human Resources will forward all information regarding the injury to the investigating committee of the Police Pension for consideration.

a. The Pension Board will then consider and evaluate the officer's request and make a recommendation to the Chief of Police (or designee) for approval or denial.

b. The Chief of Police (or designee) will then make his/her decision on the application for the return of time based upon the information provided, taking the Pension Board's recommendation into consideration.

c. Should the Chief of Police (or designee) approve an officer's application for the return of sick time, such approval will not be deemed as an admission of liability or acceptance by the city of the officer's worker's compensation claim.

d. Should the Chief of Police (or designee) deny the officer's application for the return of sick time, the officer will have 30 days from the date of the denial letter to request a hearing before the
Pension Board to reconsider their recommendation. Written notice for the request to a hearing must be submitted to the Secretary of the Pension Board.

505.14 EQUAL EMPLOYMENT OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

(1) POLICY:
It is the policy of the department to provide equal employment opportunity to individuals with disabilities. This Rule is intended to comply with and be interpreted consistent with the Americans with Disabilities Act of 1990 ("ADA") as amended. This rule is also intended to comport with the requirements of the consent decree entered by the U.S. District Court in United States v. City and County of Denver, et al., 96-K-370. CS employees are governed by the Career Service Rule involving reasonable accommodation for individuals with disabilities.

(2) DISABILITY DISCRIMINATION:
No member of the department will discriminate against a qualified individual with a disability because of the disability of such individual regarding job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, or other terms, conditions, or privileges of employment.

(3) REASONABLE ACCOMMODATION:
The department will provide a reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, unless it can be demonstrated that the accommodation would impose an undue hardship on the operation of the department.

(4) QUALIFICATION STANDARDS AND DIRECT THREAT:
It is not a violation of this policy for the department to apply qualification standards, tests, or selection criteria that screen out or tend to screen out or otherwise deny a job or benefit to an individual with a disability if such standards, tests, or selection criteria have been shown to be job related and consistent with business necessity, and such performance cannot be accomplished by reasonable accommodation. Qualification standards may include a requirement that an individual will not pose a direct threat to the health or safety of the individual or other individuals in the workplace. Direct threat means a significant risk to the health or safety of others that cannot be eliminated by a reasonable accommodation.

(5) QUALIFIED INDIVIDUAL WITH A DISABILITY:
A disabled individual is an individual who has a physical or mental impairment that substantially limits one or more of the individual's major life activities. A qualified individual with a disability is an individual with a disability who can perform the essential functions of the position he or she holds or to which he or she seeks reassignment, with or without reasonable accommodation. Affecting a forcible arrest and firing a weapon are essential functions of all Classified Service positions within the department, regardless of rank or assignment. Other essential functions are included in the job descriptions for the Classified Service positions within the department or otherwise defined by the commanding officers.

(6) INTERACTIVE PROCESS:
The department will engage in the ADA interactive process upon notice of a police officer's need for reasonable accommodation. Such interactive process will be a flexible, informal process that involves both the department and the officer. Career Service may also be involved in the interactive process. The purposes of the interactive process will be to determine if the officer (1) is a qualified individual with a disability within the meaning of the ADA; and (2) if so, whether the officer can be reasonably accommodated in his/her position as a Denver police officer, or in a vacant Career Service position. The interactive process requires good faith participation from both the officer and the department. An officer who engages in bad faith in the interactive process may be denied a reasonable accommodation and, if applicable, disqualified from employment. The duty to engage in an interactive process is triggered by either of the following events:
a. When an officer provides notice that he/she needs a reasonable accommodation for a physical or mental impairment including on or off the job injuries or illnesses, by suggesting to his/her superior officer, supervisor, manager, or personnel officer that he/she requires a reasonable accommodation or needs to change or modify the manner, extent, or method of his/her job duties or responsibilities.

1. The officer may provide notice orally or in writing. The notice may be given in "plain English" and the officer does not have to use the words "reasonable accommodation," mention the ADA, or use any specific terminology to give notice; or

b. When the department has actual or constructive notice that a police officer may have a disability for which that officer needs a reasonable accommodation. The department may be placed on such notice through its knowledge of the officer's hospitalization and treatment; placement of work restrictions on the officer by physicians; the officer's receipt of a permanent impairment rating under workers' compensation; or communication with family members, treating physicians, its own medical personnel, or medical personnel from the city's designated provider.

c. Any superior officer, supervisor, or manager who receives notice of a request for reasonable accommodation will contact either Safety Human Resources or the Limited Duty Coordinator in writing within forty-eight (48) hours of receiving such notice.

(7) DISABILITY DETERMINATION:

a. In making the determination that an officer has a disability within the meaning of the ADA and any resulting limitations, Safety Human Resources and/or the Office of Human Resources (OHR) may request and review medical records and other documentation in the possession, custody, or control of the officer who claims to have a disability or his/her health care providers. Safety Human Resources and/or OHR also may obtain an independent medical evaluation to gather information needed to make this determination. Such examinations and evaluations will be reasonable and paid for by the department.

b. If the officer is determined not to be disabled as defined in this rule, disqualification proceedings will be initiated if the officer nevertheless is unable to perform the essential functions of position.

(8) REASONABLE ACCOMMODATION:

a. If the officer is determined to be disabled within the meaning of Title I of the ADA, Safety Human Resources and the employee will endeavor to identify any reasonable accommodations the employee may need to perform the essential functions of his or her position.

b. To determine whether an officer requires reasonable accommodation to perform the essential functions of his/her position, the department will undertake an individualized assessment of the officer's ability to perform the essential functions of his/her current job.

c. This individualized assessment will include consideration of all relevant factors including the individual's background, knowledge, skills, abilities, and experience, and will determine whether the individual can perform the essential functions. The preferred option always will be a reasonable accommodation that allows the employee to remain in his/her existing job as a Denver police officer.

(9) REASSIGNMENT TO A VACANT CAREER SERVICE POSITION:

a. If it is determined, during an interactive process, that a disabled officer cannot be reasonably accommodated in his/her position as a Denver police officer, Safety Human Resources will notify the officer of the availability of reassignment to a vacant Career Service position as a possible reasonable accommodation. OHR is not required to offer an officer with a disability a vacant reassignment position unless the officer agrees to be reassigned or conveys to his/her department a desire to remain employed despite his/her disability.

b. The disabled officer will be offered a reassignment to a vacant Career Service position which is
equivalent in terms of pay and benefits or, if none is available, to a position of lower pay and benefits. The disabled officer must meet the minimum qualifications and requirements for the position as determined by OHR. The officer does not need to be the best qualified individual for the position to obtain it as a reassignment. If the officer is reassigned to a vacant position, the officer will be provided any reasonable accommodation necessary for the officer to perform the essential functions of the reassignment position, OHR will first attempt to identify a vacant Career Service position which is equivalent in terms of pay and benefits within the department. If none exists, OHR will attempt to identify a vacant position which is equivalent in terms of pay and benefits within another Career Service agency or department. If no equivalent position exists, OHR will attempt to identify a position of lower pay and benefits, first in the department, and then in another Career Service agency or department. It is solely within the city’s discretion as to which vacant position to offer the employee.

A disabled police officer may exhaust all of his/her approved sick leave, recovery time authorized by the Collective Bargaining Agreement for line of duty injuries and other paid leave before requesting that the interactive process be initiated to explore reassignment to a vacant Career Service position as a form of reasonable accommodation. However, a disabled police officer may request reassignment to a vacant Career Service position as a form of reasonable accommodation prior to the exhaustion of all approved sick leave and other paid leave. OHR’s responsibility to reassign a disabled police officer to a vacant Career Service position ends two (2) months after OHR has identified Career Service job classifications for which that officer is qualified. During the interactive process, an officer may decline a demotion reassignment position and request the Career Service Authority to continue looking for comparable vacant positions within the two-month (2) period.

However, if an officer declines an offer of a comparable position in terms of salary and benefits, the interactive process will cease and OHR will not be required to continue looking for suitable reassignment positions. If no vacant position becomes available during the two-month (2) period, disqualification proceedings will be initiated. The responsibility to engage in the interactive process may terminate earlier if the officer withdraws his or her request for a reasonable accommodation.

c. In identifying a vacant position to which a disabled officer may be reassigned, OHR will analyze the officer’s specific experience, skills, and background, and will also analyze the specific job duties of the vacant position by consulting with the department or agency in which the vacancy exists. If determined necessary, OHR will have a job analysis performed of the vacant position.

d. If a disabled officer is reassigned to a vacant position, and the department or agency subsequently determines that the disabled officer is unable to perform the essential functions of the position, with or without reasonable accommodation, the interactive process will be resumed and OHR will attempt to identify another vacant position to which the disabled employee can be reassigned for a period not to exceed three (3) months.

The interactive process need not be resumed if the employee has performance problems in the position that are unrelated to his/her disability, or if the employee is dismissed as a disciplinary measure for misconduct.

e. Before rejecting or denying a reasonable accommodation by reassignment to a job on the basis that the individual poses a direct threat to the health and safety of the employee or others, OHR will perform an individualized assessment of that individual’s ability to perform safely the essential functions of the reassignment position. In making this determination, several factors will be considered, including but not limited to the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the imminence of the potential harm. OHR will consider input from the individual, the experience of that individual in previous
similar positions, medical judgment that relies on the best available objective evidence, the
opinions of medical doctors and other professionals, or associates of the individual who have
expertise in the medical condition involved, and/or direct knowledge of that individual’s
qualifications, or ability to perform the job.

f. If OHR believes that an individual with a disability poses a direct threat to himself or herself or
others, the employee will be advised of the reasons for the proposed rejection, including each
essential function of the job which it has been determined the individual cannot safely perform,
and the reasons why the individual cannot safely perform those functions. OHR will invite the
individual to provide, within a reasonable time, additional information regarding his/her ability to
safely perform the job, with or without reasonable accommodation, including but not limited to
information from other physicians and information about the individual's current and recent
physical capabilities. OHR will maintain records of all factors considered in reaching its final
decision.

g. Reassignment will not be to a position that constitutes a promotion.

h. OHR is not required to reassign an officer to a vacant position if the officer does not have a
disability within the meaning of the ADA. Nor is OHR required to reassign an officer who is totally
disabled and unable to perform the essential functions, with or without reasonable
accommodation, of any position in the Career Service.

i. Reassignment is not available to officer applicants.

j. OHR is not required to reassign an officer to a vacant position if the officer can still perform the
duties of his/her present position, with or without reasonable accommodation.

k. OHR is not required to create new positions to reassign an individual with a disability.
Reassignment is limited to existing positions or to positions that become vacant in the Career
Service within the two-month (2) period.

l. OHR is not required to reassign an individual with a disability to a position for which the employee
cannot perform the essential functions with or without reasonable accommodation or where the
reasonable accommodation would pose an undue hardship.

m. A reassignment of an employee, including recruits and officers in the Police Training Program,
cannot be denied because he/she is designated as probationary. If, however, the probationary
employee has never adequately performed the essential job functions, with or without reasonable
accommodation, then the probationary employee is not entitled to reassignment because he/she
was never qualified for the original position.

n. Should an officer with a disability be reassigned to a vacant Career Service position as a form of
reasonable accommodation, the officer will no longer be a Classified Service employee, but
instead will be a new Career Service employee. Under this circumstance, the reassigned officer
will be entitled to the pension given to Career Service employees after the appropriate number of
years of service for vesting within the Career Service system. The reassigned officer is not
entitled to retroactive vesting for this pension for his/her years of service as a Classified Service
employee. This Rule does not prohibit the reassigned officer from purchasing service credits
subject to procedures established by the Denver Employees Retirement Plan.

The reassigned officer's vacation days that he/she accrued as a Classified Service employee will
not be carried over to the new Career Service position; however, the reassigned officer will be
given monetary payment for such leave upon separating from the Classified Service in
accordance with the operations manual and the collective bargaining agreement then in effect.
The reassigned officer will accrue vacation leave as a new Career Service employee. If the
reassigned officer so wishes, the reassigned officer's sick days that he/she accrued as a
Classified Service employee will be carried over to the new Career Service position up to the
maximum hours allowed by Career Service rules, or the reassigned officer may elect to accept a monetary payment for the accrued sick days upon leaving the Classified Service. An officer seeking reassignment to a Career Service position may be eligible to receive a pension from the Fire and Police Pension Association if he/she qualifies under FPPA rules.

o. If an officer is reassigned to an equivalent or demotion position, the reassigned officer will be paid at the step closest to the one he or she earned in the Classified Service position.

(10) **LEAVE WITHOUT PAY DURING INTERACTIVE PROCESS:**

During the interactive process, if a disabled officer is unable to perform his/her existing job, the employee may use any available sick leave, vacation leave, compensatory leave, recovery time authorized by the Collective Bargaining Agreement for line of duty injuries and donated sick leave. If no such paid leave is available to the disabled officer, he/she will be provided with authorized leave without pay during the interactive process. This policy does not grant any additional sick leave or other paid or unpaid leave beyond what an officer would ordinarily be entitled to under the Denver City Charter, Denver Police Operations Manual, and the Collective Bargaining Agreement in effect, or any other personnel rule.

(11) **RETALIATION AND COERCION:**

a. It is a violation of this rule to discriminate against any individual because that individual has opposed any act or practice prohibited by this rule or because that individual filed a grievance or appeal, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing to enforce any provision contained in this rule.

b. It is a violation of this rule to coerce, intimidate, threaten, harass, or interfere with any individual in the exercise or enjoyment of, or because that individual aided or encouraged any other individual in the exercise of, any right granted or protected by this rule (including, but not limited to, making a request for a reasonable accommodation).

(12) **CONFIDENTIALITY AND RECORD KEEPING:**

Information obtained during the interactive process regarding the medical history of an employee or applicant will be collected and maintained on separate forms and in separate files and be treated as confidential, except that:

a. Supervisors, managers, human resources personnel, and other city employees involved in the interactive process may obtain access to such information on a need to know basis.

b. Supervisors, managers, human resources personnel, and other appropriate city employees may be informed regarding necessary restrictions on the work or duties of an employee and necessary accommodations.

c. First-aid and safety personnel may be informed, when appropriate, if the disability might require emergency treatment.

d. Information may be given to the state worker's compensation offices, and state second injury funds, in accordance with the state worker’s compensation laws.

### 505.15 DONATION OF TIME

(1) **SEE COLLECTIVE BARGAINING AGREEMENT, ARTICLE 10.5**

(2) **STATEMENT OF INTENT:**

The purpose of this policy is to allow officers (CS employees may not donate time to sworn personnel) of the Denver Police Department to assist a fellow officer who is facing the loss of salary because of a serious accident or illness, pregnancy/maternity, or any other emergency when the officer so affected requires an extended time away from work but anticipates returning to work. This section will not be construed to allow any unjust enrichment.
(3) DEFINITIONS:
Donor: The officer contributing time.
Donee: The officer receiving time.
Time: Sick leave or accumulated sick leave (ASL).
Donate: Offer of the donor to transfer time.
Credited: Entry of time into donee's TeleStaff time records.

(4) CONDITIONS:
Officers may donate sick or accumulated sick time to another officer, if the following conditions are met:

a. The donor must retain a minimum of 240 hours of sick time.
b. The donee officer may not receive time while off due to:
   - suspension,
   - leave of absence, or
   - voluntary leave without pay.
c. Time donated between officers of different ranks will be converted to the pay scale of the donee.
d. All donated time credited to the donee becomes the donee's time and will be used by the donee per OMS 505.08.
e. The donee, in accepting such donated time, waives any right granted under charter, ordinance, or other law to have such time returned in cash.
f. Once a donation is made and the conditions are met, Safety Human Resources will accept the donation and the donation will be irrevocable by the donor.

(5) PROCESS:
Any officer wishing to donate sick leave or accumulated sick leave (ASL) to a fellow officer must obtain a copy of the Donation of Sick Leave form (DPD 3) or the Donation of Accumulated Sick Leave form (DPD 3A) from Safety Human Resources. The donating officer will complete and return the form to Safety Human Resources.

- The form must be submitted through the officer's chain of command to his/her commander. If approved, the request will be forwarded to Safety Human Resource for processing.
- Commanders (or designee) will refer to OMS 505.02 regarding the vacation vole as this transfer of time may affect a previous vole now that both the donor and donee have altered their available leave balances.

505.16 HOLIDAY AND BIRTHDAY COMPENSATION

(1) SEE COLLECTIVE BARGAINING AGREEMENT, ARTICLE 11
(2) TELESTAFF WORK CODES:
   a. "Birthday"
   b. "HOLIDAY-Took Addt'l Day Off"
   c. "HOLIDAY-Regular Pay-No Addt'l Day Off"
   d. "HOLIDAY-Premium Pay-Worked Holiday"
   e. "Saved Holiday Used."
(3) BIRTHDAYS:
Birthdays will be used as additional time off by November 30th unless the officer's birthday falls in the month of December or the officer is using the birthday in conjunction with a voted December
vacation/ASL.
- Officers must take an additional day off.
- This time off can be used in conjunction with other time (e.g., saved holidays).

(2) **OPTIONS – OFFICIAL HOLIDAYS:**

a. Officers who do not request an additional day off in the work period will receive holiday pay, in addition to regular salary for the holiday at the straight time rate.

b. Commanders will arrange staffing assignments on holidays per workload requirements and prevent unnecessary payment of additional holiday premium pay.

c. In accordance with CBA Article 11.4, officers are entitled to select up to four (4) holidays to be saved for later use. This selection must be made during the vacation vote. Officers may add this time to their vacation vote to allow for up to fourteen (14) days off, or may use them one day at a time, at their commander’s discretion based on department needs.

d. If an officer saves any holidays, they are not entitled to an additional day off nor do they have an entitlement to either the premium pay for work on the holiday or payment if the holiday observed falls on the officer’s scheduled day off.

1. Holiday saved time usage may be approved after the following elections have been prioritized:
   - Voted vacation and voted ASL
   - Regular days off
   - Day off used from any other leave bank

2. Holidays that may be saved are:
   - Martin Luther King Day
   - Presidents Day
   - Cesar Chavez Day
   - Veterans Day

3. Officers do not choose which holiday they will save. If they save one (1) day, it will be Martin Luther King Day. If they save two (2), they will save Martin Luther King Day and Presidents Day, etc. Officers will not be entitled to payment for saved holidays that fall after the date of separation from the classified service.

4. At the discretion of the Chief of Police, holiday saved time must be used by November 30 of the same calendar year or the time will be lost. The only exception is if the saved time is going to be used in conjunction with a December vacation or ASL that was previously voted. Saved Holiday time used will be entered on the TeleStaff Calendar with the work code “Saved Holiday Used.”

### 505.17 HAZARD DUTY PAY

(1) **BOMB UNIT:**

Officers specially trained and assigned to Bomb Unit duties will receive special hazard pay in addition to their regular salaries.

a. Those officers assigned to the Bomb Unit will receive this pay each month.

b. Those officers available as backups for the Bomb Unit will receive this pay only in a month in which they officially act in the capacity of a Bomb Unit detective.

(2) **MOTORCYCLE UNITS:**
Officers trained and permanently assigned to ride two wheeled motorcycles will receive special hazard pay in addition to their regular salaries.

a. Officers permanently assigned to motorcycle units in the Traffic Operations Section and the Downtown Motorcycle Unit in District Six will receive this pay each month.

b. Officers assigned in units where motorcycle duty is performed occasionally or semi permanently will receive this pay only when performed for 96 or more regular hours during the month.

3. **HELICOPTER:**

The Helicopter Chief Pilot and all helicopter pilots will receive special hazard pay in addition to their regular salary.

4. **COMMANDER RESPONSIBILITY:**

Division and district commanders (or designee) with personnel entitled to hazard pay will provide a letter, detailing those officers to receive this compensation, to Safety Human Resources and Payroll, twice per month.

a. Letters must reach Safety Human Resources and Payroll by 3:00 p.m. every 1st and 16th of the month for payment on the next payday.

b. Commanders (or designee) must exercise care to determine this benefit. This benefit is per pay period, not work period. For those officers performing designated hazardous duty occasionally or semi-permanently, preparation of the letter may not be possible before 3:00 p.m. every 1st and 16th of the month. In such cases, payment will occur during the following pay period.

c. No officer will receive hazard pay in any month unless a letter is provided to Safety Human Resources and Payroll.

d. Hazard pay is disbursed 24 times per year (twice per month). In the months with three paydays, hazard pay will only be disbursed on the first two paydays.

505.18 **SEPARATION THROUGH DISQUALIFICATION**

1. **DISQUALIFICATION WITHOUT FAULT:**

Disqualification is the separation, without fault, of an officer of the Denver Police Department who is determined to have one (1) or more of the following conditions:

a. Post Appointment Incapacity: When an officer becomes unable to perform the duties of the position because of mental or physical incapacity.

b. Necessary Special Requirement: When a job specification lists necessary special requirements and the officer fails to meet those requirements.

c. Legal Requirements: When the law requires a license or other authorization to perform the duties of a position and the member does not have the required authorization.

2. **PROCEDURE:**

a. Prior to disqualifying an officer of the Denver Police Department, the department will offer the officer applicable leave entitlement and will, if such impairment is due to a qualifying disability as defined in the Americans with Disability Act (ADA) as amended, have attempted to make reasonable accommodations. Such reasonable accommodations may include, if appropriate, reassignment to a vacant CS position within the meaning of the ADA as amended.

b. When disqualification is contemplated, the following procedures will be followed:

1. The officer will be given written notification that disqualification is being considered. The notification will include the reason for the disqualification considered, including the facts which are believed to justify the disqualification, and notice of a meeting at which the officer will be given the opportunity to present information related to the contemplated
action. The officer will also be notified that he/she may have a representative present.

2. The written notification will be hand delivered to the officer no less than five (5) days prior to the meeting or mailed to the officer’s last address of record no less than ten (10) days prior to the meeting.

3. The pre-disqualification meeting will be presided over by the Chief of Police (or designee). Service of the written notification will be reviewed and the officer, or his/her representative, will be given the opportunity to respond to the assertions of the contemplation letter and, if appropriate, present ideas for possible accommodation.

c. No more than fifteen (15) days after conclusion of the contemplation meeting, the Chief of Police (or designee) will issue a written recommendation concerning the disqualification. Any recommendation to disqualify the officer will be sent, along with other relevant information, to the Executive Director of Safety for final approval.

d. The Executive Director of Safety will decide on the disqualification within fifteen (15) days of the date of the Chief’s (or designee’s) recommendation. No disqualification will become effective without a written order of approval from the Executive Director of Safety.

(3) APPEAL:
A separation based on disqualification may be appealed in accordance with Rule XII of the Civil Service Commission Rules. However, the appeal will not prevent the separation from becoming effective.

(4) RE-EMPLOYMENT:

a. An officer who has been separated because of disqualification will be entitled to the same re-employment rights as an officer who has separated under honorable circumstances, pursuant to department rules and the Denver City Charter, if the former officer demonstrates to the Chief of Police, the Executive Director of Safety, and a majority of the Civil Service Commission that the former officer can perform the essential functions of the position.

b. Pursuant to FPPA requirements, a former officer who receives a temporary occupational disability may reapply within five (5) years.

(5) CONFIDENTIALITY OF INFORMATION:
Whenever information pertaining to a disability is gathered as part of the disqualification process or to attempt an accommodation, such information will not be disclosed except to medical personnel, and/or supervisory or administrative personnel necessary for the implementation of this rule and the administration of the department.

505.19 REEMPLOYMENT OF FORMER DENVER POLICE OFFICERS

(1) SEPARATED UNDER HONORABLE CIRCUMSTANCES:
Officers who were separated under honorable circumstances may be reemployed upon meeting each of the following criteria:

a. Obtain written approval by the Chief of Police, the Executive Director of Safety, a majority of the Civil Service Commission, and complete any other examination requirements as determined by Civil Service Commission rules, statutory requirements, and requirements of the Department of Safety.

(2) GRADE:
Reemployed members will be reemployed at the highest rank previously held, but not higher than police officer 1st grade.

(3) SENIORITY:
Reemployed officers will retain the seniority they had at separation, but no seniority will be granted for the
time during which they were separated, and service will not be construed as continuous. Re-employed officers will vote based upon their adjusted continuous service date.

(4) REEMPLOYMENT DENIED:
In the event the approval of the Chief of Police, the Executive Director of Safety, or the Civil Service Commission is not granted, the former officer will have no right to seek review of that decision before the Civil Service Commission, the Chief of Police, or the Executive Director of Safety.

(5) CONSIDERATION FOR REEMPLOYMENT BASED ON THE FOLLOWING:

a. Applicants will be considered for reemployment if they had reached 1st grade and not exceeded three (3) years from the time of separation to the time of reemployment.

b. An applicant must apply before 2½ years of separation. If no vacancies are available, the applicant will be placed on a list not to exceed the three (3) year requirement for reemployment.

c. Pursuant to FPPA requirements, a former officer who receives a temporary occupational disability may reapply within five (5) years.

d. Application will be in the form of a letter addressed to the Chief of Police requesting reemployment.

e. All applicants will be subject to a preliminary review of previous employment to determine their status at the time of separation.

f. If an individual seeking reemployment has been separated for at least ninety (90) days, the Civil Service Commission will, at a minimum, expect the individual to successfully complete the following processes to the satisfaction of the commission:

1. Psychological evaluation or examination
2. Background investigation, including a polygraph examination
3. Medical evaluation or examination, including a drug screen

g. Officers reemployed by the Denver Police Department will be assigned to a police training officer upon assignment to a patrol district. The district training coordinator will assess the needs of the individual and devise a documented training program sufficient to address those needs. Failure to successfully complete the designated training program will be grounds for immediate dismissal.
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SECTION B

DENVER POLICE DEPARTMENT

TRAINING BULLETIN
Extreme Risk Protection Orders (ERPO)

On January 1, 2020, Colorado Revised Statutes § 13-14.5.101, Extreme Risk Protection Orders (ERPO), goes into effect. 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.
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).
- 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.
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
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:

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<tr>
<th>CONDUCT</th>
<th>CITY CODE (D.R.M.C. section)</th>
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<tbody>
<tr>
<td>Entering a restricted area</td>
<td>Trespass (38-115) or (CRS 18-4-504) Interference with Police Authority (38-31)</td>
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<tr>
<td>Refusing to leave when asked or ordered to by a person with authority over the private property.</td>
<td>Trespass (38-115)</td>
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<td>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.</td>
<td>Interference with Police Authority (38-31)</td>
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<td>Repeatedly calling an officer or police employee when not reporting an emergency and told to stop calling.</td>
<td>Disturbance by use of Telephone (38-91)</td>
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<td>Blocking access or movement for the officer.</td>
<td>Interference with Police Authority (38-31)</td>
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<tr>
<td>Threatening violence or physical force.</td>
<td>Threats (38-92(a))</td>
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<tr>
<td>Hindering or impeding public employees from performing their jobs.</td>
<td>Obstructing government operations (CRS 18-8-102) Public buildings—trespass, interference (CRS 18-9-110)</td>
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<td>Refusing to obey the rules established for a government building, such as a prohibition on recording.</td>
<td>Unlawful conduct on public property (CRS 18-9-117)</td>
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WHAT IS PROTECTED SPEECH UNDER THE U.S. CONSTITUTION?

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<thead>
<tr>
<th>PROTECTED SPEECH</th>
<th>NOT PROTECTED SPEECH</th>
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<tr>
<td>➢ Criticisms of the officer, the Department, the city, or the employee</td>
<td>➢ Threats (&quot;I’ll kill you if you touch me.&quot;) AND the officer reasonably believes they will be harmed.</td>
</tr>
<tr>
<td>➢ Curse words (not included with a true threat)</td>
<td>➢ Challenges to fight AND the officer reasonably believes the individual intends to fight.</td>
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<td>➢ Name calling</td>
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<td>➢ Using the middle finger</td>
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<td>➢ Yelling/raised voice</td>
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<td>➢ Offensive language</td>
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<tr>
<td>➢ Insults to others not involved in the situation</td>
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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.
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/videotape, 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 Rocker: 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
SECTION C

DENVER POLICE DEPARTMENT

COLLECTIVE BARGAINING AGREEMENT
BETWEEN CITY AND COUNTY OF DENVER
AND DENVER POLICE PROTECTIVE ASSOCIATION 2018-2020
COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY AND COUNTY OF DENVER

AND

DENVER POLICE PROTECTIVE ASSOCIATION

2018 – 2020
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PREAMBLE

This Contract entered into on this ______ day of __________, 2017 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 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.
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 AND FAIR SHARE

5.1 Within thirty (30) days after the effective date of the commencement of this agreement or within thirty (30) days after being hired into the bargaining unit, and continuing thereafter on the last day of each calendar month, and as a condition of employment, any officer who is not an active member of the Association shall tender to the Association the officer's fair share of the cost of negotiating and administering this Agreement, including all costs germane to collective bargaining and/or to the collective bargaining process.

5.2 Any officer who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to financially support the Association as a condition of employment; except that as a condition of employment, such officer shall be required to pay, in lieu of fair share payment, sums equal to such fair share payment to one of the following nonreligious nonlabor organizations all of which are exempt from taxation under 26 U.S.C. § 501(c)(3): the Denver Police Officers Foundation, the Denver Police Protective Association Relief Fund, the AMC Cancer Research Center or the American Diabetes Association.

5.3 The City agrees to deduct the Association membership dues, assessments and fair share payments 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 or fair share payments shall remain in full force and effect until revoked in writing by the officer.

5.4 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.
5.5 The department will provide to the Association strength reports, assignment rosters, drop reports, and separation information on a monthly basis.
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:

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

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

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

a. 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.
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 seven hundred fifty dollars ($750) for the purchase of a protective vest.

20.4.2 All other officers shall be entitled to reimbursement of up to seven hundred fifty dollars ($750) 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 seven hundred fifty dollars ($750).
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:

Effective January 1, 2018, 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 six hundred dollars ($600) 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 two hundred dollars ($1,200) 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 2017 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) for all officers hired on or after January 1, 1997.
27.1.1 Effective January 1, 2018, the annual salary for officers will be as follows:

<table>
<thead>
<tr>
<th>Position</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Police Officer Recruit</td>
<td>$55,000</td>
</tr>
<tr>
<td>Police Officer 4th grade</td>
<td>$59,547</td>
</tr>
<tr>
<td>Police Officer 3rd grade</td>
<td>$65,908</td>
</tr>
<tr>
<td>Police Officer 2nd grade</td>
<td>$70,564</td>
</tr>
<tr>
<td>Police Officer 1st grade</td>
<td>$88,767</td>
</tr>
<tr>
<td>Technician</td>
<td>$94,712</td>
</tr>
<tr>
<td>Detective</td>
<td>$97,737</td>
</tr>
<tr>
<td>Corporal</td>
<td>$97,737</td>
</tr>
<tr>
<td>Sergeant</td>
<td>$106,127</td>
</tr>
<tr>
<td>Lieutenant</td>
<td>$121,711</td>
</tr>
<tr>
<td>Captain</td>
<td>$137,102</td>
</tr>
</tbody>
</table>

27.1.2 Effective January 1, 2019, the annual salary for officers will be as follows:

<table>
<thead>
<tr>
<th>Position</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Police Officer Recruit</td>
<td>$56,788</td>
</tr>
<tr>
<td>Police Officer 4th grade</td>
<td>$61,482</td>
</tr>
<tr>
<td>Police Officer 3rd grade</td>
<td>$68,050</td>
</tr>
<tr>
<td>Police Officer 2nd grade</td>
<td>$72,858</td>
</tr>
<tr>
<td>Police Officer 1st grade</td>
<td>$91,652</td>
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<tr>
<td>Technician</td>
<td>$97,790</td>
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<tr>
<td>Detective</td>
<td>$100,914</td>
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<tr>
<td>Corporal</td>
<td>$100,914</td>
</tr>
<tr>
<td>Sergeant</td>
<td>$109,576</td>
</tr>
<tr>
<td>Lieutenant</td>
<td>$125,666</td>
</tr>
<tr>
<td>Captain</td>
<td>$141,558</td>
</tr>
</tbody>
</table>

27.1.3 Effective January 1, 2020, the annual salary for officers will be as follows:

<table>
<thead>
<tr>
<th>Position</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Police Officer Recruit</td>
<td>$58,633</td>
</tr>
<tr>
<td>Police Officer 4th grade</td>
<td>$63,480</td>
</tr>
<tr>
<td>Police Officer 3rd grade</td>
<td>$70,261</td>
</tr>
<tr>
<td>Police Officer 2nd grade</td>
<td>$75,225</td>
</tr>
<tr>
<td>Police Officer 1st grade</td>
<td>$94,630</td>
</tr>
<tr>
<td>Technician</td>
<td>$100,968</td>
</tr>
<tr>
<td>Detective</td>
<td>$104,193</td>
</tr>
<tr>
<td>Corporal</td>
<td>$104,193</td>
</tr>
<tr>
<td>Sergeant</td>
<td>$113,137</td>
</tr>
<tr>
<td>Lieutenant</td>
<td>$129,751</td>
</tr>
<tr>
<td>Captain</td>
<td>$146,159</td>
</tr>
</tbody>
</table>
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 twelve dollars ($12.00) per month for each year of service. The effective date of longevity pay increases shall be the first Sunday following the officer's anniversary date.

27.3 Officers assigned to the following assignments shall, in addition to the pay rates above, receive the following:

27.3.1 Bomb technician: $150 per month
27.3.2 Motorcycle: $150 per month for officers certified and assigned as motorcycle officers
27.3.3 Helicopter chief pilot: $525 per month
27.3.4 Helicopter pilot: $375 per month
27.3.5 Canine handler: Officers assigned as canine handlers shall receive, in addition to their annual salary, eight (8) hours of compensatory time and eight (8) hours of additional pay per work period.

27.3.6 Bilingual officers: 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.
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 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. In 2018, the City’s annual contribution shall be $955,000; in 2019, the City’s annual contribution shall be $1,077,500; and in 2020, the City’s annual contribution shall be $1,200,000. 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.
Article 30  

GRIEVANCE AND ARBITRATION PROCEDURES

30.1 A grievance is a claim that the City has violated an express provision of this Contract, and does not include any disciplinary matters.

30.2 Any officer or group of officers or the Association may discuss any matter with their Division Chief, Deputy Chief or the Chief, without invoking the formal grievance procedure provided for in this Article. No agreements reached in such informal discussion shall be binding on the Association or any other officer nor shall they be binding on the City or officer raising the issue except for the specific incident which led to the discussion.

30.3 Neither the City nor the Association shall threaten or coerce any officer for filing a grievance under this Contract.

30.4 All grievances shall be settled in the following manner:

Step 1. A grievance must be initiated by either an aggrieved officer or by the Association on behalf of one or more member(s) of the bargaining unit. The grievant must reduce the grievance to writing and present the written grievance to the Deputy Chief within thirty (30) calendar days after the grievant knew or should have known of the facts which gave rise to the grievance. The written grievance must contain (a) a statement of the grievance and the facts upon which it is based; (b) the specific section(s) of the Contract allegedly violated; and (c) the remedy or adjustment sought. In addition, if the grievance is initiated by the Association, the written grievance shall identify the name of the member(s) on whose behalf the Association is filing the grievance. The Deputy Chief shall hold a meeting with the grievant within ten (10) calendar days from the receipt of the grievance and shall issue a written response to the grievant and the Association. The Association shall be given notice of the meeting and shall have the right to attend if it so chooses.

Step 2. If the grievance is not resolved at Step 1, the grievant shall have fifteen (15) calendar days from the issuance of the Step 1 denial to present the grievance to the Chief. Within fifteen (15) calendar days of receipt of the grievance at Step 2, the Chief shall hold a meeting with the grievant and representative(s) of the Association. Within fifteen (15) calendar days of such meeting the Chief shall issue
a response in writing to the grievant and Association.

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) 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, 2018 through December 31, 2020 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

By: Nick Rogers, President

By: Tyson Warrell, Secretary

CITY AND COUNTY OF DENVER

By: Michael B. Hancock
Mayor

ATTEST:

Debra Johnson, Clerk & Recorder

REGISTERED AND COUNTERSIGNED:

Brendan Hanlon, Chief Financial Officer

Timothy M. O'Bele, Auditor

APPROVED AS TO FORM:

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

By: [Signature]

RECOMMENDED AND APPROVED:

Stephanie O'Malley, Executive Director of Safety