

**SUMMARY OF
CSPD OVERTIME LAWSUIT SETTLEMENT**

A Settlement Agreement has been reached between the named Plaintiffs and the City of Colorado Springs in the case of *Trujillo, et al. v. City of Colorado Springs*. The lawsuit made claims for overtime payments under the Fair Labor Standards Act (FLSA) and state law. The settlement applies to sworn uniformed police officers and sergeants who worked in one or more of the following Covered Assignments during the period June 8, 2001 to June 8, 2007: Patrol in all four Patrol Divisions - Gold Hill, Stetson Hills, Sand Creek, and Falcon, Neighborhood Policing Units, School Resources Officers, Crime Prevention Officers, Traffic Officers and Sergeants, Motor Officers and Sergeants, DUI Officers, COMMIT Officers and Sergeants, Airport Police Unit, K-9 unit, Tactical Enforcement Unit, Motor Carrier Safety Unit, Air Support Unit, Special Events Unit, EOD/WMD Unit, Building Security Officers (City Hall and Utilities) .

The Settlement Agreement will be presented for approval to the United States District Court. Interested persons will be given notice of the terms of the settlement, and an opportunity to accept the terms, object to some or all of the terms, or opt-out (exclude themselves) from the proposed agreement. The Settlement Agreement includes significant CSPD policy changes and cash payments, summarized below. A copy of the Settlement Agreement will be made available online at cspdovertimesettlement.com, once it is filed with the Court.

A. CSPD Policy Changes:

1. **Sergeants classified as nonexempt.** Sergeants will be classified as nonexempt employees for all purposes under the FLSA and all City Policies (PPM, General Orders, SOPs, etc.).
2. **On duty time to don and doff protective gear.**
 - a. Uniformed patrol officers will be allowed to don their protective gear (bullet proof vest and utility belt) on the clock instead of at home or prior to shift.
 - b. At the start of shift, patrol officers will immediately don their protective gear.
 - c. Patrol officers and will be allowed to doff their protective gear during the last five minutes of their shift.
 - d. If uniformed nonexempt police officers are required to don their protective gear at home, they will be allowed to call into service five minutes after the start of their shift in order to don their protective gear. Likewise, they will be allowed to call out of service five minutes prior to the end of their shift in order to doff their protective gear.
3. **Lineup changes.** Lineup will ordinarily begin 15 minutes after the start of each shift to allow officers additional time to check voice mails, department communications, check out equipment and weapons, and complete other activities customarily completed prior to calling into service. If all officers are prepared and ready, lineup may start earlier than 15 minutes after start of shift.

4. **Return to station time.** Uniformed patrol officers will be permitted to return to the substation twenty (20) minutes prior to the end of each shift to complete work tasks, with flexibility to return earlier depending on patrol demands and upon supervisor approval.
5. **Uniform changes.** Uniformed officers will be permitted to wear nylon web gear belts with attachments, issued by the Department. Officers may also wear black, athletic style shoes purchased by the officer.
6. **Leather care to be done on duty time.** If a uniformed officer chooses to wear leather shoes and/or belt, then he or she will be given a reasonable amount of time on duty to clean and maintain these items with supervisor approval. Officers will not complete these tasks outside regular work hours.
7. **On duty time to clean TEU gear.** TEU (Tactical Enforcement Unit) officers will be given time on duty to clean their TEU gear (e.g., chemical gear, riot gear, boots, etc.) when this gear has been contaminated or soiled during work activities.
8. **Increase in Comp Time Bank.** The comp time bank will increase to a maximum of 80 hours with no annual payout requirement.
9. **Rescission of unwritten policies contrary to FLSA.** The City agrees to expressly rescind any unwritten policy or guideline that is inconsistent with (not permitted by) the provisions of the FLSA.
10. **Compensation for routine care, cleaning, and maintenance of firearms, ballistic vest, and uniforms.** Uniformed officers and sergeants may request and will receive 30 minutes of overtime or comp time per 2 week pay period for these activities (officers must have actually worked at least 40 hours during the pay period).
11. **Overtime eligibility.** Overtime eligibility (80 hours in a 2-week pay period) and inclusions (vacation, holiday, funeral leave, compensatory time off, jury duty, and employee related Court time), will continue all as provided by current City policy (as of February 15, 2008).
12. **No reductions to the above policies (1-11) for a 3-year period.**

B. **Cash Payment:** Five million two hundred fifty thousand dollars (\$5,250,000.00), will be paid in settlement of the lawsuit. The cash payment will be paid in three equal annual installments which, after deduction of attorneys' fees, costs and costs of settlement administration, will be divided among eligible claimants (sworn uniformed officers who have worked in a Covered Assignment during the Class Period - all as defined in the Settlement Agreement) according to the procedures set out in the Settlement Agreement. Generally speaking, the share of eligible claimants will depend on the amount of time worked in Covered Assignments between June 8, 2001 and June 8, 2007. Eligible sergeant claimants will receive a larger payment as a consequence of more overtime work and a higher rate of pay.