

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into this ___ day of January, 2022 by and between the City of Pueblo, a municipal corporation (“City”) and the International Brotherhood of Police Officers Local 537 (“Union”).

WHEREAS, City and Union are currently parties to a collective bargaining agreement commencing January 1, 2020 (“Labor Agreement”).

WHEREAS, subject to the terms and conditions herein set forth, Union and City are interested in implementing a work schedule on a trial basis for covered employees assigned to the Special Investigations Division which work schedule differs from the prescribed work schedules set forth in Article 33 of the Labor Agreement.

NOW THEREFOR, in consideration of the mutual covenants and agreements to be performed as hereinafter set forth, the parties agree as follows:

1. Covered employees assigned as Detectives or Detective Sergeant to the Narcotics Section and Criminal Information Section of the Special Investigation Division of the Pueblo Police Department shall not work the prescribed work schedules set forth in Article 33 of the Labor Agreement but shall instead work the following basic work week and shift and with the following conditions:

(a) Ten (10) hours shifts for four (4) consecutive days during the workweek. Work schedules including workdays and shift start and end times shall be determined and may be changed at the discretion of the Chief of Police or designee. Such discretion shall not be exercised in an arbitrary or capricious manner.

(b) Work schedules shall include the scheduling of three day off in a workweek. The scheduling of such days off shall not limit nor otherwise impair the right to assign mandatory overtime.

(c) Workdays and shift start and end times shall be scheduled to commence no earlier than 8:00 a.m. and to end no later than 2:00 a.m. the following calendar day. The workweek shall commence at 6:00 a.m. Monday and end at 5:59 a.m the following Monday.

2. This MOU shall not apply to covered employees assigned to any other Section, squad or work group in the Special Investigation Division of the Pueblo Police Department including but not limited to the DEA Task Force.

3. During the term of this MOU, the Union waives any obligation the City may have to comply with any provisions of the Labor Agreement in conflict with the provision of this MOU and its implementation.

4. This MOU is temporary and subject to termination by the City at any time, in its sole discretion, with or without cause. Notice of such termination shall be mailed to Union in the manner provided

in the parties' Labor Agreement and at least 30 days prior to the effective date of termination. The decision to terminate this Memorandum of Understanding shall not be subject to the grievance and arbitration procedures set forth in the Labor Agreement between Union and City.

5. This Memorandum of Understanding shall have no precedential value with respect to the terms and conditions of employment shall not be relied upon as identifying or establishing any past practice between the parties and shall not be construed in any manner as limiting or affecting the management rights of City.

Executed at Pueblo, Colorado, the year and day first above written.

For City

For Union

By: _____

By: _____

Title: City Mayor

Title: President

Print Name: Nick Gradisar

Print Name: Jimmie Quintana