



**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** May 9, 2022

**TO:** President Heather Graham and Members of City Council

**VIA:** Marisa Stoller, City Clerk

**FROM:** Mayor Nicholas A. Gradisar  
Robert P. Jagger, Deputy City Attorney  
Marisa Pacheco, Human Resources Director

**SUBJECT:** AN ORDINANCE EXTENDING THE TERM OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS LOCAL 537 FOR A ONE-YEAR PERIOD COMMENCING JANUARY 1, 2023 THROUGH DECEMBER 31, 2023

**SUMMARY:**

Attached is a proposed Ordinance which would extend the current negotiated collective bargaining agreement between the City of Pueblo and the International Brotherhood of Police Officers Local 537 ("Union") for calendar year 2023.

**PREVIOUS COUNCIL ACTION:**

Pursuant to Ordinance No. 9532 approved August 28, 2019, the City entered into a collective bargaining agreement ("Agreement") with the Union for calendar year 2020. The Agreement granted the City the option to extend the Agreement for two successive one-year terms with a 2.75% increase in the salary schedule for year 2021 and a 2.5% increase in the salary schedule for year 2022.

Pursuant to Ordinance No. 9727 approved June 26, 2020, the parties amended and extended the Agreement and provided for no increase in the salary schedule during calendar year 2021. The amendment retained the City's right to extend or not to extend the Agreement for calendar years 2022 and 2023 at the rates previously agreed.

Pursuant to Ordinance No. 9942 approved May 24, 2021, extended the Agreement for calendar year 2022 at the 2.75% increase.

**BACKGROUND:**

The City has the right to extend the current Agreement provided such election is made on or before June 1, 2022 otherwise the parties shall commence negotiations for a successor contract upon request of Union. The terms and conditions of the extended term shall be on the same terms and conditions currently agreed except for the following:

1.) Salary shall be as provided or otherwise determined pursuant to Article 16 of the Agreement which provision provides that the monthly pay rate for all classes and steps shall be increased by 2.5% over the amount set by Ordinance establishing the 2022 pay levels; and

2.) Health insurance shall be as provided or otherwise determined pursuant to the parties Amendment to the Agreement with respect to a self-funded health benefit plan. The amounts will be determined prior to the end of this calendar year subject to the following requirements:

Plan design shall be determined by a majority vote of the Benefits Committee; provided, however, if no majority vote is cast or if the plan and benefits selected will result in any increase in the current premiums, the Mayor shall determine and select such plan and benefits. The City's percentage share of premiums including the current maximum dollar amount the City must contribute toward any premium ("Contribution Cap") shall be continued. The City and Union shall share equally in the costs of any premium increase approved by the Mayor, and the Contribution Cap shall be adjusted accordingly.

**FINANCIAL IMPLICATIONS:**

Wages would be increased by 2.5 % with a cost of approximately \$470,546 (including associated salary-related benefits). Step increases for 2023 are anticipated at a cost of approximately \$82,667. Health insurance will be determined in accordance with the Amendment. As above noted, the amounts will be determined prior to the end of this calendar year subject to the following requirements:

Plan design shall be determined by a majority vote of the Benefits Committee; provided, however, if no majority vote is cast or if the plan and benefits selected will result in any increase in the current premiums, the Mayor shall determine and select such plan and benefits. The City's percentage share of premiums including the current maximum dollar amount the City must contribute toward any premium ("Contribution Cap") shall be continued. The City and Union shall share equally in the costs of any premium increase approved by the Mayor, and the Contribution Cap shall be adjusted accordingly.

**BOARD/COMMISSION RECOMMENDATION:**

Not Applicable to this Ordinance.

**STAKEHOLDER PROCESS:**

Not Applicable to this Ordinance.

**ALTERNATIVES:**

If the City Council shall fail to extend the term of the Agreement, the parties would commence negotiations for a successor agreement and all provisions would be subject to negotiations.

**RECOMMENDATION:**

City Administration recommends approval of this Ordinance.

**Attachments:**

Proposed Ordinance

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE EXTENDING THE TERM OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS LOCAL 537 FOR A ONE-YEAR PERIOD COMMENCING JANUARY 1, 2023 THROUGH DECEMBER 31, 2023

WHEREAS, the corporate authorities of the City of Pueblo and the sole and exclusive bargaining agent of the International Brotherhood of Police Officers Local 537 negotiated a collective bargaining agreement and subsequent amendment thereto commencing January 1, 2021 (the "Agreement"); and

WHEREAS, the Agreement was reduced to writing, signed by the parties, and enacted by Ordinance pursuant to the requirements of Section 8-14(l) of the Charter of the City of Pueblo, Colorado; and

WHEREAS, the Agreement includes a provision that allows the City to extend the Agreement for calendar year 2023; and

WHEREAS, section 3-17 of the City Charter requires that every Council act fixing compensation shall be by Ordinance; and

WHEREAS, Article 10, Section 20 of the Constitution of Colorado (the TABOR Amendment) could be interpreted to require that compensation for each year of Agreement be authorized by separate Ordinance; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The term of the current collective bargaining agreement by and between the City of Pueblo and the International Brotherhood of Police Officers Local 537, including all amendments thereto, is hereby extended for an additional one-year term from January 1, 2023 through December 31, 2023 on the same terms and conditions contained therein, except that wages during the extended term shall be as provided or otherwise determined pursuant to Article 16 of the Agreement and health insurance shall be as provided or otherwise determined pursuant to the parties Amendment to the Agreement with respect to a self-funded health benefit plan.

SECTION 2.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Ordinance to implement the policies and procedures described herein.

**SECTION 3.**

This Ordinance shall become effective on the date of final action by the Mayor and City Council.

**Action by City Council:**

Introduced and initial adoption of Ordinance by City Council on \_\_\_\_\_.

Final adoption of Ordinance by City Council on \_\_\_\_\_.

\_\_\_\_\_  
President of City Council

**Action by the Mayor:**

Approved on \_\_\_\_\_.

Disapproved on \_\_\_\_\_ based on the following objections:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Mayor

**Action by City Council After Disapproval by the Mayor:**

Council did not act to override the Mayor's veto.

Ordinance re-adopted on a vote of \_\_\_\_\_, on \_\_\_\_\_

Council action on \_\_\_\_\_ failed to override the Mayor's veto.

\_\_\_\_\_  
President of City Council

ATTEST

\_\_\_\_\_  
City Clerk