

AMENDMENT TO THE COLLECTIVE  
BARGAINING AGREEMENT

This amendment to the collective bargaining agreement (“Amendment”) is executed this \_ day of \_\_\_\_\_, 2022, by and between Pueblo Transit, a Colorado non-profit corporation (“Transit”), and Amalgamated Transit Union Division No. 662 (“Union”) (collectively the “Parties”).

WHEREAS, Transit and Union are parties to a collective bargaining agreement commencing January 1, 2020 and ending December 31, 2022 (“Labor Agreement”);

WHEREAS, Transit desires to implement a quarterly recognition/incentive pay for calendar year 2022 only relating to the COVID-19 pandemic and subject to the terms and conditions herein provided (“2022 Bonus Plan”); and

WHEREAS, Union is in agreement with such implementation subject to terms and conditions herein provided.

NOW THEREFOR, in consideration of the foregoing and the mutual covenants herein contained, the Parties stipulate, acknowledge and agree as follows:

1. The 2022 Bonus Plan shall provide for and be subject to the following requirements and limitations:

**Amount:** \$800 per active employee, per quarter.

**Term:** The incentive will be paid at the same time the first regularly scheduled pay period that concludes at the end of the quarter for which the incentive applies. Applicable quarters will include Q2, Q3, and Q4 of 2022. The incentive shall discontinue after the Q4 2022 payment.

**Eligibility Conditions (all must be met):**

- a. Must be assigned to a position within the collective bargaining agreement.
- b. Must be a full-time, active employee. Employees on modified work schedules that amount to less than full-time hours and status are ineligible to receive the incentive.
- c. Hire date must be no later than the first working day of the quarter in order to be eligible.
- d. Must be actively employed through the last date of the quarter **and** on the date on which the incentive would be paid. Please note that this is a benefit for full-time, employed Pueblo Transit employees. Those who may have worked hours during the quarter but separate from employment prior to the end of the quarter and before the incentive pay-out date are **NOT** eligible to receive the incentive.
- e. Must accumulate zero unpaid absences during the quarter due to insufficient leave balances to cover the entire duration of the absence(s). This does not include unpaid

absence(s) covered by federally protected leave under the Family and Medical Leave Act (FMLA).

- f. Employees receiving discipline in the form of a suspension or demotion during the quarter shall not be eligible for the incentive that quarter.

2. This Amendment and the implementation of the 2022 Bonus Plan shall be subject to and conditioned upon the passage and approval by the City Council of Pueblo, a Colorado municipal corporation, of ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF OPERATING ARP GRANT APRIL 26, 2022, RELATING TO AWARD NO. CO-2022-013-00 BETWEEN THE CITY OF PUEBLO AND THE UNITED STATES OF AMERICA, DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION, IN THE AMOUNT OF \$307,724; BUDGETING AND APPROPRIATING \$75,000 INTO PROJECT PT2201, BUDGETING AND APPROPRIATING \$102,724.00 INTO PROJECT PT2202, AND BUDGETING AND APROPRIATING \$130,000.00 INTO PROJECT PT2203 on or before June 30, 2022.

3. It is expressly stipulated, acknowledged and agreed that 2022 Bonus Plan is an isolated and unique wage payment based upon factors relating to the COVID-19 pandemic including available funds and employment incentive and is not intended nor expected to be reoccurring after 2022.

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

5. The person signing this Amendment on behalf of Union represent and warrant that they have the requisite power and authority to enter into, execute, and deliver this Amendment and that this Amendment is a valid and legally binding obligation of Union enforceable against Union in accordance with its terms.

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

DIVISION NO. 662  
AMALGAMATED TRANSIT UNION

PUEBLO TRANSIT

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By \_\_\_\_\_  
President

By \_\_\_\_\_  
President