

AMENDMENT TO COLLECTIVE BARGAINING AGREEMENT

This Amendment to Collective Bargaining Agreement (“Amendment”) is entered into this ____ day of _____, 2022, by and between the International Brotherhood of Police Officers Local 537 (“Union”) and Pueblo, a municipal corporation (“City”).

WHEREAS, City and Union are parties to a collective bargaining agreement effective January 1, 2022 through December 31, 2023 (herein “Labor Agreement”);

WHEREAS, the parties mutually agree to the amendment of the Labor Agreement according to the terms and conditions herein provided.

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

A. Article 2 of the Labor Agreement is amended to read as follows:

ARTICLE 2. TERM OF AGREEMENT

This Agreement shall be effective January 1, 2022, and all of its provisions shall remain fully effective through December 31, 2023 and may be extended by the City for one (1) successive one (1) year term.

The decision to extend the term of this Agreement shall be made by the City Council on or before the 1st day of June 2023. The extended term shall be upon the same terms and conditions, except that wages during each 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 Section 23.1. If the City Council shall fail to extend the term of the Agreement as stated above, then either party may commence negotiations for a successor agreement by serving notice pursuant to the City Charter on or before June 21, 2023.

B. Article 16 of the Labor Agreement is amended to read as follows:

ARTICLE 16. SALARY

Effective January 1, 2022, the monthly pay rate for each class, grade, step or position of employees covered by this Agreement shall be increased by 2.75 % over the amount set by Ordinance establishing the 2021 pay levels.

Effective January 1, 2023, the monthly pay rate for each class, grade, step or position of employees covered by this Agreement shall be increased by 7.0 % over the amount set by Ordinance establishing the 2022 pay levels.

If, and in the event that, the City exercises its option to extend the term of this Agreement for the period January 1, 2024 through December 31, 2024, the monthly pay rate for each class, grade, step or position of employees covered by this Agreement shall be increased over the amount set by Ordinance establishing

the 2023 pay levels by an amount equal to the Regional Adjustment multiplied by the CPI Index. For purposes of the foregoing calculation, the following terms have the following meanings:

“Regional Adjustment” means the quotient obtained by dividing the 2023 average annual cost of living index for the Pueblo, CO Metro (Pueblo Urban Area) by the 2023 average annual cost of living index for the Denver-Aurora-Lakewood CO Metro (Denver Urban Area). The average annual cost of living index for each area shall be the composite index of the same name as published by the Council for Community and Economic Research (C2ER); and

“CPI Index” means the percentage increase for the period from January 2022 to January 2023 according to the following CPI index published by the United States Department of Labor’s Bureau of Labor Statistics:

Population Coverage: CPI-W

Area Coverage: Denver-Aurora-Lakewood Colorado

Series Items: All Items

Base Period: 1982-1984=100

C. Miscellaneous Provisions

1. The parties stipulate, acknowledge and agree that, given the terms of the Labor Agreement as amended and agreed to herein and entered into in calendar year 2022 including but not limited to the City’s discretion to approve a future extension in 2024, this Labor Agreement complies and satisfies all requirements of City Charter including but not limited to Section 18(l) which limits collective bargaining agreements to a term of not more than three years and all duties to negotiate a successor agreement as provided in Section 8-14(m) or otherwise.

2. Each person signing this Amendment on behalf of a party represents and warrants that he or she has the requisite power and authority to enter into, execute and deliver this Amendment on behalf of such party and that this Amendment is a valid and legally binding obligation of such party enforceable against it.

Executed in Pueblo, Colorado as of the date first above written.

CITY OF PUEBLO

LOCAL 537, INTERNATIONAL
BROTHERHOOD OF POLICE
OFFICERS

By: _____
Mayor

By: _____
President

ATTEST:

ATTEST:

City Clerk
