



**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** August 28, 2023

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

**CC:** Mayor Nicholas A. Gradisar

**VIA:** Marisa Stoller, City Clerk

**FROM:** Nicholas Gradisar, Mayor  
Alexandria Romero, Director of Finance  
Barb Huber, Fire Chief  
Marisa Pacheco, Director Human Resources  
Robert Jagger, Deputy City Attorney

**SUBJECT:** AN ORDINANCE APPROVING AND ENACTING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL NO. 3 COMMENCING JANUARY 1, 2024 AND AUTHORIZING THE MAYOR TO EXECUTE SAME.

**SUMMARY:**

Attached is a proposed Ordinance which would approve and enact the collective bargaining agreement between the City of Pueblo and the International Association of Fire Fighters Local No. 3 ("Union") commencing January 1, 2024. Pursuant to §8-14(l) of the City Charter, any collective bargaining agreement negotiated between the Union and the City shall be reduced to writing, signed by the parties, and enacted by Ordinance.

**PREVIOUS COUNCIL ACTION:**

Not Applicable.

**BACKGROUND:**

The current collective bargaining agreement between the City and Union expires on December 31, 2023. Pursuant to the requirements of the City Charter, the City and Union commenced negotiations with respect to a successor contract in July of this year. Through the negotiation process, the parties have negotiated a proposed agreement with respect to a successor contract.

The successor contract contains the following specific substantive changes with respect to the prior contract:

Article 10 – Wages. For 2024, wages for employees in the Fire Fighter classification are increased by 7.3%. Wages for all other classifications are increased by a set percentage based upon the top step Fire Fighter wage: Engineer (107%), EMO (110%), Fire Inspector (112%), Lieutenant (120%), Captain (130%) and Assistant Fire Chief (150%) (“Promotional Wage Schedule”). For 2025, wages for employees in the Fire Fighter classification are increased by 7.0% and the same Promotional Wage Schedule. For, 2026, wages for employees in the Fire Fighter classification are increased based upon an average of the most currently known increases received by top step fire fighter in the comparable jurisdictions and the same Promotional Wage Schedule.

Article 17. Increase monthly longevity pay to \$75 (5 years), \$150 (10 years), \$225 (15 years) and \$300 (20 years).

Article 18. Adjust step up pay based upon new Lieutenant classification.

Article 23. Adopts the 48/96 Work Schedule the Department has been utilizing pursuant to the Amendment to Agreement (Ordinance No. 9728) and subsequent MOU.

Article 49. Remove EMT-I as a promotional requirement for Engineer but require ALS certification as a promotional requirement for Lieutenant and Captain.

Article 51 – Duration of Agreement. The term of the agreement is for 3 years subject to the City approving any subsequent year contract extension on or before June first of the then current year. If not extended by City, the complete contract shall be opened and the parties will commence the negotiation process for a successor contract in compliance with the requirement of Section 8-14, City Charter

**FINANCIAL IMPLICATIONS:**

In 2024, the costs associated with percentage increases for all ranks will be approximately \$1,176,438. In 2025, the costs associated with percentage increases for all ranks will be approximately \$1,258,789. In 2026, the costs associated with percentage increases for all ranks is unknown at this time. The agreement also provides an increase to longevity monthly payments of approximately \$290,818 in 2024. The longevity cost increase for 2025 and 2026 are unknown and dependent on staff composition in each of those years.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable

**STAKEHOLDER PROCESS:**

Not applicable.

**ALTERNATIVES:**

If approved, the requirements of §8-14(l) of Charter require the agreement be enacted as an Ordinance.

**RECOMMENDATION:**

City Administration recommends approval of this Ordinance.

**ATTACHMENTS:**

1. Pueblo IAFF Contract (final clean)

ORDINANCE NO. 10541

AN ORDINANCE APPROVING AND ENACTING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL NO. 3 COMMENCING JANUARY 1, 2024 AND AUTHORIZING THE MAYOR TO EXECUTE SAME.

WHEREAS, pursuant to the requirement of Section 8-14, City Charter, the corporate authorities of the City of Pueblo and the sole and exclusive bargaining agent of the fire fighters, i.e. the International Association of Fire Fighters Local No. 3, have negotiated and otherwise resolved all remaining issues by final and binding interest arbitration with respect to a collective bargaining agreement commencing January 1, 2024 (the "Labor Agreement"); and

WHEREAS, the Labor Agreement has been reduced to writing and signed by said parties pursuant to the requirements of Section 8-14(l) of the Charter, City of Pueblo, Colorado; and

WHEREAS, Section 8-14(l) of the Charter of the City of Pueblo, Colorado, further requires that the Labor Agreement be enacted as an Ordinance; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The Collective Bargaining Agreement between the City of Pueblo and the International Association of Fire Fighters Local No. 3 commencing January 1, 2024, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved and enacted as an Ordinance.

SECTION 2.

The Mayor is authorized to execute the Collective Bargaining Agreement in the name of the City, and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 3.

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 4.

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 August 14, 2023.

Final adoption of Ordinance by City Council on August 28, 2023.

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

**Action by the Mayor:**

Approved on August 31, 2023.

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

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**CITY OF PUEBLO**

**AND**

**INTERNATIONAL ASSOCIATION**

**OF FIRE FIGHTERS**

**LOCAL #3**

**COMMENCING JANUARY 1, 2024**

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## **PREAMBLE**

This Agreement is entered into by and between the City of Pueblo, hereinafter referred to as the City, and International Association of Fire Fighters Local #3, hereinafter referred to as the Union. The City and the Union may also hereinafter be referred to severally as a party, and jointly as the parties.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union; to provide for equitable and peaceful adjustment of differences, which may arise, and to establish proper standards of wages, hours and other conditions of employment.

## DEFINITIONS

"Fire Chief"	shall mean the Fire Chief, acting Fire Chief, or the designee of either.
"Mayor"	shall mean the Mayor, Deputy Mayor or the designee of either.
"Director"	shall mean the Director of Personnel or his designee.
"Fire Fighter"	shall mean any member of the classified service of the fire department so defined in sec. 8-14(a)(1) of the City Charter.
"Group A Fire Fighters"	shall mean those Fire Fighters whose normal work schedule consists of 8 hour shifts or parts thereof, unless such firefighters work a flex time schedule approved by the Fire Chief under Article 23.
"Group B Fire Fighters"	shall mean those Fire Fighters whose normal work schedule consists of 24 hour shifts or parts thereof.
"Day"	shall mean calendar day unless otherwise modified or defined herein.
"Modified Duty"	shall mean the assignment of an employee to work with medical restriction of duty either in the employee's regular class or in another class in the fire department during any period in which the fire fighter would otherwise be eligible for injury leave benefits.

Unless otherwise specified herein, words used in this Agreement shall have the same meaning as are given them in Section 6-3-1 of the 1971 Code of Ordinances in effect on April, 1983.

**ARTICLE 1. RECOGNITION.**

The City recognizes the Union as the sole and exclusive collective bargaining agent for all Fire Fighters.

**ARTICLE 2. DUES CHECKOFF AND INDEMNIFICATION.**

The City shall deduct on a regular basis dues and fees from the pay of all Fire Fighters who hereafter voluntarily authorize such deduction in writing on a form provided for this purpose by the Union or the City; the form to be as set forth below; the Union will initially notify the City as to the amount of dues, or dues and initiation fees, to be deducted. Such notification will be certified to the City in writing over the signature of the authorized officer or officers of the Union. Changes in the Union membership dues or fees will be similarly certified to the City and shall be done at least one month in advance of the effective date of such change. The City will remit to the Union sums within thirty (30) days after date of deduction.

The Union shall indemnify, defend, and hold harmless the City, and its officers, agents or employees against any and all claims, demands, suits, or other forms of liability that may arise out of, or result from, any action taken by it or them in order to comply with this Article, except negligent acts for which it or they shall be responsible.

PAYROLL DEDUCTION AUTHORIZATION

NAME: \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_

I hereby request and authorize the City of Pueblo to deduct from my earnings, once each month, union dues and assessments, as well as any increases in such dues and assessments, as established by the Union. I further request and authorize Local No. 3, IAFF to certify to the City of Pueblo the amount to be deducted as well as any increases in such union dues and assessments. The amount deducted shall be remitted to the Treasurer of Local No. 3, IAFF, the sole and exclusive Collective Bargaining Agent of the Fire Fighters.

I hereby waive all rights in or claims to the amounts so deducted and remitted, and also relieve the City, the Union, and all officers, agents or employees of either, from liability for such amounts.

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

### **ARTICLE 3. UNION SECURITY.**

Section 1. No Fire Fighter shall be required to become a member of the Union as a condition of his/her employment or continued employment by the City, and there shall be no discrimination against any Fire Fighter on account of his/her membership or non-membership in the Union.

Section 2. It is recognized that all Fire Fighters may or may not join the Union, at the individual's discretion.

Section 3. It is further recognized that the Union, as the exclusive bargaining representative of all Fire Fighters, owes the same duties to all Fire Fighters whether Union members or not, and provides benefits and services to all Fire Fighters whether Union members or not. The Union will be allowed to have up to two (2) hours during the recruit academy to talk with probationary Fire Fighters about Union activities that are mutually beneficial to the City and the community.

#### **ARTICLE 4. DISCRIMINATION.**

The City and the Union recognize that they are subject to and this Agreement is subordinate to certain local, state and federal laws prohibiting discrimination based on race, color, religion, sex, national origin, politics, age, handicap, or affiliation or non-affiliation with a labor organization.

## **ARTICLE 5. PREVAILING RIGHTS.**

All ordinances and working conditions in effect on March 1, 1983, pertaining to Fire Fighters, which are not included in this Agreement, shall remain in full force, unchanged and unaffected in any manner, during the term of this Agreement unless changed by mutual consent.

## **ARTICLE 6. RIGHTS OF MANAGEMENT.**

Section 1. Except as otherwise specifically provided in this Agreement, the City has the sole and exclusive right to exercise all the rights or functions of management, and the exercise of any such rights or function shall not be subject to any grievance procedure, except as to resolution of whether or not a specific matter is a management right. Without limiting the generality of the foregoing, as used herein, the term "Rights of Management" includes:

(a) The determination of Fire Department policy, including the right to manage the affairs of the Fire Department in all respects;

(b) The right to assign working hours, including overtime;

(c) The right to establish, modify or change work schedules, manning of apparatus in the main or reserve fleet, etc.;

(d) The right to assign Fire Fighters to other duties within the Fire Department when their apparatus is out of service;

(e) The right to direct the members of the Fire Department, including the right to hire, promote, or transfer any Fire Fighter within the Fire Department;

(f) The table of organization of the Fire Department, including the right to organize and reorganize the Fire Department in any manner it chooses, including the size of the Fire Department and the determination of job classifications and positions within classes based upon duties assigned.

(g) The determination of the safety, health and property protection measures of the Fire Department;

(h) The allocation and assignment of work to Fire Fighters within the Fire Department;

(i) The determination of policy affecting the selection or training of Fire Fighters;

(j) The scheduling of operations and the determination of the number and duration of hours of assigned duty per week;

(k) The establishment, modification and enforcement of Fire Department rules, regulations, and orders;

(l) The transfer of work from one position to another within the Classified Service of the Fire Department;

(m) The introduction of new, improved or different methods and techniques of operation of the Fire Department or a change in existing methods and techniques;

(n) The placing of service, maintenance or other work with outside contractors or other agencies of the City;

(o) The determination of the number of classes and the number of Fire Fighters within each class;

(p) The determination of the amount of supervision necessary.

Section 2. No discretionary power vested in the City or in the Fire Chief shall be exercised in an arbitrary or capricious manner.

## **ARTICLE 7. RULES AND REGULATIONS.**

All Fire Fighters shall comply with all Fire Department rules and regulations. The Union recognizes that the City has the authority to suspend, demote, discharge or take other appropriate disciplinary action against employees for just cause. Any alleged violations by either the City or Fire Fighter of a departmental rule or regulation shall be subject to the grievance procedure set out in Article 25.

## **ARTICLE 8. PRODUCTIVITY.**

Section 1. The Union and the City recognize that increased productivity will require the continuation of improvements and technological progress through new methods, techniques and equipment which will contribute to improved quality and efficiency of fire protection for the citizens of Pueblo. The Union and the City will act in good faith and with a cooperative attitude to achieve these ends.

## **ARTICLE 9. OVERTIME PAY.**

Section 1. Fire fighters shall be compensated for overtime work at the rate of time and one-half, in wages, when requested to work such overtime by the Chief of the Department. Only such hours as are worked in excess of the prescribed daily work shift shall be so compensated.

Section 2. Any Fire Fighter called back to work prior to the beginning of his next regular shift shall be compensated for a minimum of four (4) hours at the rate of one and one-half (1 ½) his regular rate of pay as provided in Section 1 of this Article. If a Fire Fighter is moved from one shift to another he shall work the first half (day shift) of the shift being moved from the second half (night shift) of the shift he is being moved to.

Section 3. Any overtime or call-back compensation provided for in this Article may, at the discretion of the Fire Fighter, and subject to the requirements of the Fair Labor Standards Act, be taken as time off regularly scheduled work hours at the rates provided in this Article, provided that the time taken off must be approved by the Chief.

Section 4. Fire fighters actually contacted and requested to work overtime during an emergency shall respond to such emergency.

Section 5. Section 1 above rather than Section 2 shall apply to any Fire Fighter required to hold over at the end of a shift for a maximum of two hours for purposes of attendance at meetings, or training sessions.

## **ARTICLE 10. WAGES.**

Section 1. Effective January 1, 2024, the monthly pay rate for each class, grade, step or position of employees in the Fire Fighter classification shall be increased by 7.3% over the amount set by Ordinance establishing the 2023 pay levels. The monthly pay rate for each position in the promotional classes shall be paid in accordance with the following monthly pay rates (\*denotes a 56-hr work week except for Captain (Administration)):

(a) The monthly pay rate for each position in the classification of Engineer\* shall be that amount which is equivalent to 107% of the above identified monthly pay rate for Fire Fighter 6th year.

(b) The monthly pay rate for each position in the classification of Emergency Medical Officer\* shall be that amount which is equivalent to 110% of the above identified monthly pay rate for Fire Fighter 6th year.

(c) The monthly pay rate for each position in the classification of Fire Inspector shall be that amount which is equivalent to 112% of the above identified monthly pay rate for Fire Fighter 6th year.

(d) The monthly pay rate for each position in the classification of Fire Lieutenant\* shall be that amount which is equivalent to 120% of the above identified monthly pay rate for Fire Fighter 6th year.

(e) The monthly pay rate for each position in the classification of Fire Captain\* shall be that amount which is equivalent to 130% of the above identified monthly pay rate for Fire Fighter 6th year.

(f) The monthly pay rate for each position in the classification of Assistant Fire Chief\* shall be that amount which is equivalent to 150% of the above identified monthly pay rate for Fire Fighter 6th year.

("Promotional Pay Schedule")

If, and in the event that, the City exercises its option to extend the term of this Agreement for the period January 1, 2025 through December 31, 2025, the monthly pay rate for each class, grade, step or position of employees in the Fire Fighter classification shall be increased over the amount set by Ordinance establishing the 2024 pay levels by

an amount equal to the 7.0%. The monthly pay rate for each position in the promotional classes shall be paid in accordance the Promotional Pay Schedule.

If, and in the event that, the City exercises its option to extend the term of this Agreement for the period January 1, 2026 through December 31, 2026, the monthly pay rate for each class, grade, step or position of employees in the Fire Fighter classification shall be increased by the average of the annual percentage increase in the rate of pay of the top step fire fighter in the following cities or fire districts/authorities:

Arvada Fire District, Aurora, Colorado Springs, Denver, Poudre Valley Fire Authority, Thornton, West-Metro Fire District, Westminster.

The exclusion of any jurisdiction not above listed shall not be construed or relied upon as an admission by Union that such jurisdiction is not a comparable jurisdiction under §8-14(i)(b), City Charter.

For purposes of this Section, “annual percentage increase” shall be based upon the annual increase in the rate of pay for year 2026, if known, or year 2025 otherwise. The monthly pay rate for each position in the promotional classes shall be paid in accordance the Promotional Pay Schedule.

Section 2. Captain (Administration) shall constitute an assignment for Captain and shall have assigned duties primarily relating to administrative functions including training and EMS Coordination. Captain (Administration) shall be a Group A Fire Fighter. The monthly base pay of the Captain (Administration) shall be the monthly base pay of Captain in the same grade who is a Group B Fire Fighter plus an additional \$550.00.

Section 3. Fire Engineers who possess and maintain an EMT-I certification or higher with the City shall be paid a monthly stipend of one percent (1%) of their monthly base pay in accordance with the City’s usual and customary payroll practices.

Section 4. Fire Fighters assigned to Focus Response Unit (FRU) shall be a Group B Fire Fighter.

Section 5. Each Fire Fighter who has completed a course of study in hazardous materials approved by the Fire Chief, and is a certified Hazmat Technician, and is permanently assigned to the Hazmat Response Team, shall receive an additional \$50.00 per month while assigned to the Hazmat Response Team, provided that a maximum of eight (8) fire personnel on each shift will be so compensated. There will be no step up to this position.

Any Fire Fighter assigned to the Hazmat Response Team shall obtain certification at the Hazmat Technician level within one year. Failure to do so will result in transfer by the Chief.

Fire fighters permanently assigned to the Hazmat Response Team effective January 1, 1995, will continue this assignment without the need to re-bid their shift or station.

Section 6. Fire Fighters who are assigned as an Arson Investigator and have the certification of International Association of Arson Investigators Certified Fire Investigator (IAAI-CFI) or National Association of Fire Investigators Certified Fire & Explosion Investigator (NAFI-CFEI) shall receive an additional \$100.00 per month.

ARTICLE 11. BASIC RATE OF PAY.

The basic hourly rate of pay equals the annual salary as set forth in Article 10 divided by:

- (1) 2920 Hours for Group B Fire Fighters.
- (2) 2086 Hours for Group A Fire Fighters.

## **ARTICLE 12. TUITION REFUND.**

Upon recommendation, and after prior approval of the department head and the Mayor, the City of Pueblo may reimburse a permanent, full-time Fire Fighter upon successful completion (grade of C or better) of an approved course or courses in an approved Fire Service related Degree Program or Emergency Medical Services Degree Program. The amount to be reimbursed will not exceed seventy-five percent (75%) of the total cost of tuition, fees, and books. The amount reimbursed shall not exceed two thousand dollars (\$2,000.00) per year per person.

## **ARTICLE 13. MILITARY LEAVE.**

Section 1. Any permanent Fire Fighter who presents official orders requiring his attendance for a period of training or active duty as a member of the military service shall be entitled to military leave for a period or periods not to exceed the equivalent of three weeks of work on the Fire Fighter's regular work schedule in any one year and he shall be entitled to full pay from the City for such period. For purposes of this Article, the foregoing provision stating "the equivalent of three weeks of work on the Fire Fighter's regular work schedule" shall have the same meaning as provided in § 28-3-601, C.R.S. Military leave shall be in addition to, and may not be concurrent with, authorized vacation leave. Such Fire Fighter may take one shift of vacation or personal leave either immediately before or immediately after his military leave.

#### **ARTICLE 14. AUTOMOBILE ALLOWANCE.**

A Fire Fighter who is required or specifically authorized by the Chief to operate a private automobile in conduct of City business shall be paid mileage at the amount allowed by the Internal Revenue Service for each mile of usage of the personal automobile on City business.

## **ARTICLE 15. SHIFT EXCHANGE.**

Fire fighters shall have the right to exchange shifts when the change does not interfere with the operations of the Fire Department. Operational interference shall be determined by the Chief or his representative. The Chief shall not act in an arbitrary or capricious manner.

Fire fighters shall have the right to exchange banked vacation for shifts worked, in blocks of either 12 or 24 hours, subject to the restrictions set out above, provided that no such exchange results in any Fire Fighter exceeding the maximum banked vacation allowable under Article 20 herein, and provided that no such exchange results in liability for the payment of overtime compensation by the City.

Neither the City of Pueblo nor the Fire Department is responsible for any problems arising out of shift exchanges, including any time not paid back. The firefighter who agreed to work an exchanged shift shall remain responsible for said shift. In case a firefighter who has agreed to work an exchanged shift fails to do so for any reason (including sick leave) that firefighter shall be charged one vacation shift. If the department is required to assign any overtime, one and one half (1 ½) shifts of vacation shall be charged to that firefighter.

## **ARTICLE 16. FUNERAL LEAVE.**

Section 1. In the event of the death of an employee's spouse, spousal equivalent as defined in section 6-3-1 (33.1) of the Pueblo Municipal Code of Ordinances, child, including step-child, parent, including step-parent, brother, sister or grandchild occurs, the employee shall be entitled to paid administrative leave up to ten (10) consecutive calendar days from date of death for funeral leave. Such leave shall not be accrued or subject to any maximum and not charged against other employee leave.

Section 2. In the event of the death of an employee's grandparent, mother-in-law, father-in-law or other relative residing in the same household as the employee, the employee shall be entitled to take leave for ten (10) consecutive calendar days from date of death for funeral leave. Such time off shall be paid and covered by sick leave or other accrued leave, assuming the employee has a sufficient amount of paid leave available.

### Section 3.

(a) Each employee shall be entitled to paid leave from duty for twelve (12) hours per year to attend the funeral of a person other than the Officer's immediate family provided the employee has sufficient paid leave available.

(b) In addition, employees may be granted funeral leave not to exceed four hours for attendance at the funeral of a deceased Fire Fighter, provided a working schedule can be arranged by the Fire Chief that does not materially impair the capability of the department to fulfill its duties to the public.

(c) Accrued vacation leave or leave without pay may be granted by the Fire Chief for further funeral purpose.

ARTICLE 17. LONGEVITY PAY.

Fire Fighter Personnel. Commencing with the month following completion of five years of actual continuous service as a full-time Fire Fighter in the Fire Department of the City, each such Fire Fighter shall receive, in addition to all other compensation for full-time services, the amount of Seventy-Five Dollars (75.00) per month; following ten (10) years of such service, One Hundred and Fifty Dollars (\$150.00) per month; following fifteen (15) years of service, Two Hundred and Twenty-Five Dollars (\$225.00) per month; following twenty (20) years of such service, Three Hundred Dollars (\$300.00) per month. In no event shall longevity compensation exceed Three Hundred Dollars (\$300.00) per month.

**ARTICLE 18. RATE OF PAY FOR WORKING IN HIGHER CLASSIFICATION.**

When a Fire Fighter is assigned to and performs the duties of a higher classification for a period of four (4) hours for a Class A Fire Fighter or four (4) hours for a Class B Fire Fighter, or longer, the Fire Fighter will be paid for the duration of such service the following increases:

Fire Fighter 1 through 6 to Engineer	\$30.00 per shift	
Fire Fighter 1 through 6 to EMO	\$55.00 per shift	
Fire Fighter 1 through 6 to Lieutenant	\$60.00 per shift	
Engineer to Captain	\$40.00 per shift	
Engineer to EMO	\$20.00 per shift	
Engineer to Lieutenant	\$35.00 per shift	
EMO to Captain	\$40.00 per shift	
EMO to Lieutenant	\$35.00 per shift	
Captain to Assistant Chief	\$80.00 per shift	
Lieutenant to Captain	\$45.00 per shift	

## ARTICLE 19. HOLIDAYS.

Section 1. Group A. Fire fighters shall receive the following days off with full pay:

- (a) The first day of January (New Year's Day)
- (b) The third Monday in January (Martin Luther King, Jr. Day)
- (c) The third Monday in February (President's Day)
- (d) The last Monday in May (Memorial Day)
- (e) The nineteenth day of June (Juneteenth Day)
- (f) The fourth day of July (Independence Day)
- (g) The first Monday in September (Labor Day)
- (h) The second Monday in October (Columbus Day)
- (i) The fourth Thursday in November (Thanksgiving Day)
- (j) The day after Thanksgiving
- (k) The twenty-fifth day of December (Christmas Day)

For Group A Fire Fighters only, when any holiday listed above falls on Saturday, the preceding Friday shall be observed as the holiday; when the holiday falls on Sunday, the following Monday shall be observed as a holiday. In addition to the above, any day may be designated as a holiday by proclamation of the Council President upon approval of the City Council. Group A Fire Fighters shall receive forty (40) hours of personal leave during each calendar year of employment.

Section 2. Group B Fire Fighters shall receive one hundred and fifty-six (156) hours of personal leave during each calendar year of employment in lieu of holidays.

Section 3. Each employee working for the City on any election day shall be allowed such time off as is necessary to vote. Such time off shall be scheduled by the Chief.

Section 4. Personal Leave.

(a) Personal leave time may be granted, with pay, for any one of the following purposes:

- (1) Time lost as a result of illness or injury of the Fire Fighter's immediate family.
- (2) To attend to personal business.
- (3) Leisure activities.

(b) The City will compensate Group A Fire Fighters for no more than forty (40) hours of unused personal leave time and will compensate Group B Fire Fighters for no more than one hundred and fifty-six (156) hours of unused personal leave time at the Fire Fighter's regular rate of pay.

1. Fire Fighter's requesting compensation in lieu of personal leave in the final payroll period of the calendar year, are required to submit a written request no later than December 15th of said calendar year.

2. If Fire fighter's wish to receive a payment in lieu of personal leave at

some time other than the final pay period of the calendar year, Fire Fighters may submit a written request for such payment, and a Personnel Action Form (“PAF”) will be generated to initiate that payment. If the approved written request and PAF are received by the City Finance office prior to the 15<sup>th</sup> day of any month, payment for such personal leave will be issued on the date of normal payroll distribution for the month in which the request for payment was made. If the approved written request and PAF are received by the City Finance office after the 15<sup>th</sup> day of any month, payment for such personal leave will be issued in the month following the month in which the request for payment was made and will occur on the normal payroll distribution date. Personal leave time shall not exceed the levels indicated above, nor shall it be accumulated or carried over from one year to the next.

3. Personal leave shall be scheduled and administered under the direction and with the approval of the Fire Chief. In the event of illness, injury or emergency in which personal leave is requested, the Fire Fighter shall notify his supervisor at least one (1) hour prior to scheduled reporting time.

(c) Except in the case of illness, injury or emergency requests for personal leave by any Fire Fighter shall be made at least five (5) days prior to the day the leave is to be taken. All or part of personal leave may be scheduled to be taken at the time vacations are scheduled.

## **ARTICLE 20. VACATION LEAVE.**

Section 1. Group A Fire Fighters hired prior to 1/1/97 shall be allowed vacation leave with full pay at the rate of:

- 12 shifts for one year continuous service with the City of Pueblo;
- 15 shifts for five years continuous service with the City of Pueblo;
- 18 shifts for ten years continuous service with the City of Pueblo;
- 21 shifts for fifteen years continuous service with the City of Pueblo.

Group A Fire Fighters hired on or after 1/1/97 shall be allowed vacation leave with full pay at the rate of:

- 10 shifts for one year continuous service with the City of Pueblo;
- 15 shifts for five years continuous service with the City of Pueblo;
- 18 shifts for ten years continuous service with the City of Pueblo;
- 21 shifts for fifteen years continuous service with the City of Pueblo.

Section 2. Group B Fire Fighters hired prior to 1/1/97 shall be allowed vacation leave with full pay at the rate of:

- 6 shifts for one year continuous service with the City of Pueblo;
- 7 shifts for five years continuous service with the City of Pueblo;
- 8 shifts for ten years continuous service with the City of Pueblo;
- 10 shifts for fifteen years continuous service with the City of Pueblo.

Group B Fire Fighters hired on or after 1/1/97 shall be allowed vacation leave with full pay at the rate of:

- 5 shifts for one year continuous service with the City of Pueblo;
- 7 shifts for five years continuous service with the City of Pueblo;
- 8 shifts for ten years continuous service with the City of Pueblo;
- 10 shifts for fifteen years continuous service with the City of Pueblo.

Section 3. Vacation leave may be granted in minimum and maximum periods as provided by the Fire Chief, with the approval of the Mayor, provided vacation leave will not be granted in excess of vacation credit earned prior to the starting date of leave.

Section 4. The Fire Fighter with the longest length of service in the Fire Department shall be given the first choice of accrued vacation dates; the next senior Fire Fighter in the Fire Department, the second choice; and the like for succeeding conflicts, if any.

Section 5. If, in the discretion of the Mayor, an emergency exists, a Fire Fighter may be granted the equivalent in money, of vacation leave which such Fire Fighter is entitled for that year.

Section 6. At the termination of service with the Fire Department, for any reason, of any Fire Fighter covered by this Agreement said Fire Fighter shall receive compensation in full at his regular rate of pay for all accumulated vacation allowance due him at the termination of his service, in addition to all accumulated sick leave to which he is entitled according to Article 28. Upon the death of a Fire Fighter covered by this

Agreement, the cash benefits attributable to Fire Fighter's accumulated vacation allowance, and all accumulated sick leave to which he is entitled according to Article 28, shall be paid to the Fire Fighter's surviving spouse, or if there be no surviving spouse then to the Fire Fighter's surviving child or children, or if there be no surviving child or children, then to the Fire Fighter's estate.

Section 7. A Fire Fighter may accrue up to one year of annual vacation. If the Fire Fighter desires he may put all or part of his accrued vacation in bank up to twice his annual vacation ("Maximum Accrual"). If the Fire Fighter meets the Maximum Accrual, the Fire Fighter will not be required to bid the excess vacation but shall be required to schedule it in the same manner banked vacation is scheduled. Any vacation in excess of Maximum Accrual must be used by December 31st of the same year or it will not be allowed and will be lost (use or lose). Banked vacation may be taken at a later date in accord with the following procedure:

(a) Requests shall be made in writing within the thirty (30) day period prior to the shift desired.

(b) Requests shall be considered on a first come first serve basis unless two or more requests are received during the same 24 hour (7:00 a.m. - 7:00 a.m.) period when the senior Fire Fighter shall have priority in this case.

(c) Confirmation by the Chief of the shift requested shall be no less than two (2) shifts before the shift desired.

(d) Seven Fire Fighters shall be allowed off for vacation, personal days or comp time per shift. Additional Fire Fighters allowed off, if any, shall be at the sole discretion of the Chief. All requests to take vacation or personal days shall have precedence over any request to use comp time, provided that if comp time is denied, the firefighter shall be entitled to be paid for such time.

(e) If approved, compensatory time off shall be used in increments of no less than four (4) hours at a time.

**ARTICLE 21. APPENDICES AND AMENDMENTS.**

All appendices and amendments to this Agreement shall be numbered, dated and signed by both responsible parties and shall be subject to all provisions of this Agreement.

## **ARTICLE 22. CLOTHING ALLOWANCE.**

Section 1. Except for shoes, socks, belts, underwear and sleeping apparel, the City shall furnish all uniforms, protective clothing and protective devices required by the City in the performance of the duties of the Fire Fighters. Each Fire Fighter shall wear approved and appropriate sleeping apparel as required by such departmental regulation or order.

(a) On or before April 1 of each year of this agreement, the City shall provide all Fire Fighters the following uniform items:

- Three (3) t-shirts
- Three (3) pairs of pants
- One (1) job shirt

(b) Upon hiring, the City shall provide the following uniform items:

- One (1) uniform coat
- Two (2) dress shirts

Section 2. A joint labor/management uniform committee (the “Uniform Committee”) will meet periodically to review the uniforms, protective clothing and protective devices provided and may recommend alternatives or changes in specific items during the term of this agreement. The City retains the right to approve or not approve the recommendation. The City shall not, however, reduce the fire safety standards of the uniforms, protective clothing and protective devices provided by the City as of August 1, 2012.

Section 3. The City will be responsible for the replacement and repair of all uniforms, protective clothing and protective devices provided by City unless the item is lost or damaged due to the Fire Fighter’s neglect. If a Fire Fighter loses or damages an item through neglect, he/she will be required to purchase a replacement item from the City. The City has the authority to determine if and when a replacement of any item of uniform, protective clothing or protective gear is required. With respect to any required replacement, the City shall replace and/or repair such item in a reasonable period of time after receipt of written request from the Fire Fighter. The City will make a good faith effort to replace uniform items within thirty (30) days of receipt of a written request and will make good faith efforts to replace protective clothing and protective devices within ninety (90) days of receipt of a written request. During any period a Fire Fighter is waiting for replacement of protective clothing or a protective device, the City shall provide the Fire Fighter with an adequate temporary protective clothing or protective device.

Section 4. A Fire Fighter leaving the service of the City whether through resignation, retirement, layoff or discharge, is responsible for returning any City property including uniforms, protective clothing or protective gear provided by City. Failure to return City property may result in the delay in issuance of the Fire Fighter’s final check and deduction may be made for the value of the property not returned.

Section 5. The City shall pay each Fire Fighter \$180.00 per year for the maintenance of the uniforms, on or before the last business day in the month of January in each year of this agreement. Payment may be issued as part of the regular payroll check or by separate check at the discretion of the City.

Section 6. The City, by no later than April 1, 2020, will purchase twenty (20) sets of bunker gear consisting of the following:

- 20 Turnout coats
- 20 Turnout pants
- 20 Pairs of gloves
- 20 Protective hoods

The City shall will make these extra sets of bunker gear available for use as “loaner gear” so as to allow Fire Fighters to avoid contaminated and/or damaged bunker gear. The Uniform Committee will draft the appropriate guidelines as to how these extra sets will be made available to Fire Fighters.

## **ARTICLE 23. WORK SCHEDULES.**

Section 1. Group B Fire Fighters shall work a work schedule consisting of two twenty-four hour shifts and four days off within a repeating six-calendar day period. For purposes of 29 U.S.C. §207(k) and 29 C.F.R. 553.230, the work period shall be twenty-four (24) calendar days. The employee's basic hourly rate of pay shall be 12 x Monthly Base Pay/2920 hours.

Section 2. Group A Fire Fighters shall work their regularly scheduled hours between Monday and Friday between the hours of 7:00 a.m. and 5:00 p.m. The Chief shall have the discretion to determine at what time within these hours the work day shall commence.

Section 3. The Fire Chief may implement a flex time program for Group A Fire Fighters if he or she desires. The Chief retains the right to return Group A Fire Fighters to normal schedule at any time. Flex time schedules shall not be limited to flex time hours between Monday and Friday or be limited to the flex time hours between the hours of 7 a.m. and 5:00 p.m. or 7 a.m. and 7 p.m.

Section 4. In the event of an emergency the Fire Chief shall have the authority to assign work schedules as he/she deems necessary.

## **ARTICLE 24. FAMILY MEDICAL COVERAGE.**

Section 1. Health insurance shall be as provided or otherwise determined pursuant to the August 26, 2019 Self-Funded Health Benefit Plan Amendment to the Labor Agreement, a copy of which is attached hereto, labelled Exhibit A and incorporated herein.

Section 2. The City shall contribute for each firefighter \$25.00 of the full cost of an individual dental plan and \$25.00 of the full cost of a family dental plan. The City shall also provide for a \$10,000 Life insurance plan for all firefighters. The dental plan should be the same or similar to the plans of general service employees.

## **ARTICLE 25. GRIEVANCE PROCEDURE.**

Section 1. A grievance is a claim that the City has violated an express provision of this Agreement. Any Fire Fighter or group of Fire Fighters may discuss any matter with their supervisor without invoking the formal grievance procedure provided for in the Article.

Section 2. A grievance must be initiated by either an aggrieved Fire Fighter or by Local No. 3 on behalf of any one or more individual Fire Fighters. The grievant must reduce the grievance to writing and present the written grievance to the Chief of the Fire Department within ten (10) days after the grievant knew or should have known the facts which gave rise to the grievance.

Section 3. The Chief of the Fire Department shall meet with the grievant and, if the grievant is an individual, representatives of Local No. 3 in an effort to resolve the grievance within 10 calendar days after being presented with the written grievance. The Fire Chief shall respond to the grievance within seven (7) days following the meeting with the grievant and/or representatives of Local No. 3.

Section 4. If the grievant is not satisfied with the answer of the Chief of the Fire Department, the grievance committee of the Union may appeal the grievance to the Mayor within 10 days of receipt of the written answer of the Chief of the Fire Department. Within 10 days after receipt of the appeal, the Mayor shall meet with the grievant and if the grievant is an individual, with representatives of Local No. 3 to discuss the grievance. Within 5 days after this meeting, the Mayor shall give the Union grievance committee his answer in writing.

Section 5. If the Union grievance committee is not satisfied with the answer of the Mayor, a Union officer must give written notice of intent to arbitrate to the corporate authorities of the City within fourteen (14) days after receipt of the Mayor's answer. Representatives of the corporate authorities and of the Union shall attempt to agree upon an arbitrator within seven (7) days of submission of the written notice of intent to arbitrate. In the event the parties are unable to agree upon an arbitrator within the time limit, either party or its representative may request the Federal Mediation and Conciliation Service to furnish a panel of seven arbitrators. The parties shall alternately strike from this panel until only one name remains. The remaining name shall be the arbitrator. The arbitrator shall render a decision which is final and binding upon the parties within thirty (30) calendar days after hearing the grievance.

Section 6. The fees and costs of the arbitrator shall be shared equally by the Union and the City. Each party shall pay its own costs and expenses of the arbitration.

Section 7. The findings and decision of the arbitrator shall be consistent with applicable Colorado law and with the expressed terms of this Agreement. The arbitrator shall have no power or authority to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

Section 8. Failure of a Fire Fighter or Union to initiate a grievance or file written appeal or demand for arbitration within the time limits specified in this Article shall constitute an irrevocable waiver of the right to file or pursue such grievance. The City and the Union may mutually waive any time limitation contained herein. The parties recognize that such waivers are contrary to the spirit of the grievance procedure and shall be invoked only for substantial reasons. Failure of the Fire Chief or Mayor to timely file his answer to any grievance shall be deemed to be a denial thereof. However, in all events, the Fire Chief or Mayor must file a written answer to any such grievance.

Section 9. Notice under this Article shall be given by personal delivery, if to:

- (a) the Union, the president or any member of the Union's adjustment committee; or
- (b) the City, the Fire Chief or Mayor or their respective administrative staff.

Union shall give notice to the City, in writing, of Union's current president and all current members of Union's adjustment committee, and Union shall promptly notify the City in writing of any changes thereto.

## **ARTICLE 26. DISABILITY PAYMENTS--FIRE DEPARTMENT PERSONNEL.**

Section 1. In any case where a Fire Fighter shall become mentally or physically disabled while not on active duty during regularly assigned hours of duty, and from any cause not self-inflicted or due to the habitual use of intoxicants or drugs, to an extent whereby he is unable to perform his regular Fire Department duties, he shall be paid by the City of Pueblo from funds available within the Fire Department's annual appropriation starting immediately after the expiration of paid sick leave benefits and accrued vacation leave as provided by Article 28 and 20 of this Agreement, and for the remaining period of such disability, not to exceed one (1) calendar year from the date of such disability, a monthly benefit equal to two and one-half percent (2 ½%) of the amount of his monthly salary as of the date of his disability; multiplied by the number of years he has been in active service with the Fire Department; but any such benefits under this provisions shall not exceed one-half of his monthly salary as of the date of his disability.

Section 2. For the purpose of determining the physical or mental disability of any such member, the Firemen's Pension Fund Board established by Section 2-2-1 of the Code of Ordinances of the City of Pueblo shall have jurisdiction. The Board may personally examine the member and shall appoint one or more physicians or surgeons to make an examination of the member and report their findings to the Board, which report shall be taken into consideration in determining whether the member is physically or mentally disabled.

Section 3. In the event the State Legislature enacts a statute removing the 12 month waiting period from C.R.S. 1973, 31-30-407 (1)(F)(I) the provisions of this section shall automatically terminate.

## **ARTICLE 27. SAVINGS CLAUSE.**

The provisions of this agreement are severable and the legal invalidity of any provision or provisions shall not affect or invalidate other provisions. However, if any provision of this Agreement should be declared invalid by any court of competent jurisdiction, then the parties to this Agreement shall meet within fifteen (15) days from the date they learn of such declaration and negotiate in good faith for the purpose of agreeing upon a lawful provision which would accomplish the intent of the parties as expressed by the provision declared invalid.

## **ARTICLE 28. SICK LEAVE.**

Section 1. Group B Fire Fighters shall be allowed 17/24 of a working shift of sick leave for each month of service from the first day of employment. Unused sick leave shall be accumulated to a maximum accrual of 84 working shifts. Group B Fire Fighters hired on or after January 1, 1996, shall be allowed 12/24 of a working shift of sick leave for each month of service from the first day of employment. Unused sick leave shall be accumulated to a maximum accrual of 84 working shifts. Effective January 1, 2004, the maximum sick leave accrual for Group B Fire Fighters shall be reduced from 84 shifts to 74 shifts, and departmental records shall be adjusted to reflect this reduction.

Section 2. Group A Fire Fighters shall be allowed one and one-half working days of sick leave for each month of service from the first day of employment. Unused sick leave shall be accumulated to a maximum accrual of 200 working shifts. Group A Fire Fighters hired on or after January 1, 1996, shall be allowed one working day of sick leave for each month of service from the first day of employment. Unused sick leave shall be accumulated to a maximum accrual of 200 working shifts. Effective January 1, 2004, the maximum sick leave accrual for Group A Fire Fighters shall be reduced from 200 days to 180 days; and departmental records shall be adjusted to reflect this reduction.

Section 3. Fire fighters shall be allowed to use accrued and unused paid sick leave for a maximum of one (1) shift for all Group B Fire Fighters and three (3) days for all Group A Fire Fighters in each consecutive twelve (12) months for a life threatening illness or illness requiring hospitalization of the employee's spouse or child, subject to verification thereof.

Section 4. Upon separation due to retirement or death, a Group A Fire Fighter hired prior to January 1, 1996, shall be paid at his regular rate of pay for all accumulated sick leave, but not to exceed 120 days; a Group B Fire Fighter hired prior to January 1, 1996, shall be paid at his regular rate of pay for accumulated sick leave, but not to exceed 56 working shifts.

Section 5. In the event of death, such sum shall be paid to the surviving spouse of such Fire Fighter. In the event there shall be no surviving spouse, then such sum shall be paid to the Estate of such Fire Fighter.

Section 6. Separation benefits shall be paid immediately upon the effective date of separation.

Section 7. Group A Fire Fighters hired on or after January 1, 1996, shall not be reimbursed for unused sick leave upon separation. These Fire Fighters will have the option to receive compensation for ten (10) days of sick leave each year at one-half (½) pay. However, before a Group A Fire Fighter may exercise this option, he must have a minimum of twenty-four (24) days of unused accrued sick leave to his credit, and his accrual may not be reduced to less than twenty-four (24) days by the exercise of this option. Group B Fire Fighters hired on or after January 1, 1996, shall not be reimbursed for unused sick leave upon separation. These Fire Fighters will have the option to receive compensation for 112 hours of sick leave each year at one-half (½) pay. However, before

a Group B Fire Fighter may exercise this option, he must have a minimum of 288 hours of unused accrued sick leave to his credit, and his accrual may not be reduced to less than 288 hours by the exercise of this option.

Section 8. All Fire Fighters hired prior to January 1, 1996, shall have the option of electing the new plan, however, they must waive all benefits under Section 4, Section 5, and Section 9 of this Article. Once this election is made, the Fire Fighter may not return to the old plan. This election to enter the new plan must be made prior to January 1, 1996. Group A Fire Fighters who opt into the new plan shall be allowed one working day of sick leave for each month of service. Group B Fire Fighters who opt into the new plan shall be allowed 12/24 of a working shift of sick leave for each month of service.

Section 9. Group A Fire Fighters hired prior to January 1, 1996, who have not elected the new plan, and who have at least 15 years of service and 120 days of accrued, unused sick leave to their credit, may annually sell back up to 10 days of sick leave for ½ pay. The number of sick leave days sold back to the City shall be deducted from the Fire Fighter's accrual, but his accrual will be increased by future sick leave accrued but unused, to the maximum of 200 days. The amount of days available for buy-back under Section 4 of this article shall be permanently reduced by one-half of the days sold back to the City. Group B Fire Fighters hired prior to January 1, 1996, who have not elected the new plan, and who have at least 15 years of service and 40 shifts of accrued, unused sick leave to their credit, may annually sell back up to 4 shifts of sick leave for ½ pay. The number of sick leave shifts sold back to the City shall be deducted from the Fire Fighter's accrual, but his accrual will be increased by future sick leave accrued but unused, to the maximum of 84 shifts. The amount of shifts available for buy-back under Section 4 of this Article shall be permanently reduced by one-half of the shifts sold back to the City. Effective January 1, 2004, the maximum sick leave accrual for Group A Fire Fighters shall be reduced from 200 days to 180 days; and the maximum sick leave accrual for Group B Fire Fighters shall be reduced from 84 shifts to 74 shifts, and departmental records shall be adjusted to reflect this reduction.

Section 10. All Group B Fire Fighters shall be allowed two working shifts sick leave without a doctor's slip, after which any additional shifts taken as sick leave will require a treating physician's certificate or other reasonable evidence of illness or injury. Employees who fail to provide required documentation may be subject to discipline.

Section 11. All Group A Fire Fighters will be allowed three working shifts sick leave without a doctor's slip, after which any additional shifts taken as sick leave will require a treating physician's certificate or other reasonable evidence of illness or injury. Employees who fail to provide required documentation may be subject to discipline.

Section 12. Sick leave benefits shall be paid for actual illness or disability.

Section 13. A physician's statement certifying the absence from work was required because of illness or disability or other reasonable evidence of illness or disability may also be required whenever any Fire Fighter requests sick leave for his last scheduled work shift before a vacation or holiday leave, or for his first regularly scheduled work shift after a vacation or holiday leave.

Section 14. City may make reasonable contact with a Fire Fighter on sick leave to verify that his absence from work was required because of actual illness or disability which renders him unable to perform his duties. Reasonable contact shall not exceed two contacts during each working shift of sick leave taken without a treating physician's certificate.

Section 15. All Group A or B Fire Fighters using sick leave on three separate occurrences within any twelve month period without a treating physician's certificate or other reasonable evidence of illness or injury shall be presumed to constitute an abuse of sick leave unless the Fire Fighter establishes that he was actually ill or disabled and unable to perform his duties.

Section 16. If a Fire Fighter is on sick leave for three (3) or more consecutive working shifts, the Fire Chief may require the Fire Fighter to return to work to perform light duty unless the Fire Fighter's treating physician certifies that the Fire Fighter is unable to perform light duty.

Section 17. If a Fire Fighter is on sick leave validly taken, the Fire Chief shall not, except in any emergency declared by the Mayor, call the Fire Fighter back to light duty before his next regularly scheduled working shift.

Section 18. If an employee has been scheduled for vacation or personal days, this time shall not be converted to sick leave except in the event of the employee's hospitalization or if Fire Fighter would be unable to perform light duty or modified duty with confirmation by the treating physician. Such verification of injury or illness must be provided to the Fire Chief or Acting Fire Chief as soon as possible. If employee is out of town, he/she must notify the Fire Chief or Acting Fire Chief within 24 hours of injury or sickness and notify the Fire Chief or Acting Fire Chief of the injury or sickness and his/her intent to have time converted to sick leave. If the affected Fire Fighter fails to follow appropriate notification procedures as outline in this Article, the time will not be converted.

Section 19. No provision of this Article shall be construed or applied in violation of the requirements of the Healthy Families and Workplaces Act, C.R.S. §§ 8-13.3-401 et. Seq.

## **ARTICLE 29. UNION ACTIVITY.**

Section 1. Neither the Union, nor its officers, agents, representatives, or members will intimidate, interfere with, or coerce Fire Fighters. No union activity or union business of any kind will be carried on during working hours without express permission in advance from the Fire Chief. All requests for leave from duty for any union business shall be in writing and shall specify name, date, time, location and purpose of the leave. Violation of this Section 1 of this Article 29 by any Fire Fighter shall be just cause for disciplinary action, pursuant to Chapter 10, Title VI of the 1971 Code of Ordinances. Failure of the City to enforce any of the provisions of this Section 1 of this Article 29 in any one or more instances shall not be construed a waiver of any of the provisions of this Section 1 of this Article 29.

Section 2. No Fire Fighter shall be discharged, disciplined or discriminated against because of activity on behalf of the Union which does not interfere with the discharge of his duties or any assignments, or violate any of the provisions of this agreement, City ordinances, statutes, rules or regulations of the department.

Section 3. The Union shall have the right to post on the bulletin boards designated by the Fire Chief, within all respective fire stations and fire offices, notices of union meetings, union recreational and social affairs, notices of union elections, and appointments and results of union elections, all of which pertain to the Pueblo Fire Department. No other postings will be allowed.

Section 4. When approved by the Fire Chief, two of the principal officers of the union shall be granted leave from duty with full pay for conducting necessary Union business. When approved by the Fire Chief, during and for a reasonable time before bargaining with City representatives for a successor collective bargaining agreement the Union Bargaining Committee (not to exceed five persons) shall be granted leave from duty with full pay to conduct negotiations and deliberations. No such leave or permissions shall be granted for lobbying activities in any legislative forum on paid time. The Union shall endeavor to conduct all necessary Union business during the non-working time of the greatest number of Fire Fighters required for such business, to the greatest extent possible. Said approval shall be granted by the Chief when said leave would not disrupt or interfere with the service of the department.

Section 5. Requests for union business leave shall be made at least two shifts before the beginning of the shift during which union business leave is requested whenever possible. The aggregate maximum amount of time which may be taken as fully paid leave to conduct union business under this contract shall not exceed three hundred sixty (360) hours per year, not counting leave for arbitration hearings, grievance hearings or negotiation meetings for a new collective bargaining agreement. Any union business leave in excess of 15 shifts or 360 hours per year shall be charged as vacation leave or taken as unpaid leave.

## **ARTICLE 30. INJURY LEAVE.**

Section 1. Each Fire Fighter covered by this Agreement who is injured while in the performance of his duties inside or outside the City limits shall be paid injury leave in a sum equal to the Fire Fighter's full salary for the period of disability not to exceed one (1) calendar year from the date of injury, except that an employee who undergoes surgery for such a duty injury shall be entitled to a total of one year of such paid injury leave, during a period ending two years from the date of injury, whenever he may be disabled and unable to work as a result of such duty injury. Even though the period of time during such an employee who undergoes surgery for a duty related injury is two calendar years from the date of such duty injury, the total amount of said injury leave to which an employee is entitled is a sum equal to one year of such employee's full salary.

Section 2. Injury leave benefits as set forth herein are maximum benefits for each injury. Fire fighters on injury leave shall be granted all benefits provided other Fire Fighters covered by this Agreement the same as if they were in active service of the City.

Section 3. Workers' Compensation temporary disability benefits paid to a Fire Fighter for the same period of time he receives injury leave benefits hereunder shall be reimbursed to the City, provided that no amount shall be reimbursed until such time as the temporary disability benefits are actually paid. In the event a Fire Fighter receives temporary disability benefits for the period he received injury leave benefits, he shall endorse to the City the check received by him for the purpose of paying such benefits. Receipt of injury leave benefits hereunder by a Fire Fighter shall operate as and be a partial assignment to the City of said Fire Fighter's interest in and to any cause of action against a third party as defined in C.R.S. 1973, 8-52-100 et. seq., as amended, to the extent of injury leave benefits paid or payable hereunder by the City to said Fire Fighter. During such time as he is receiving injury leave benefits hereunder and for a period of 60 days from and after the receipt of the final payment thereof, said Fire Fighter shall have an exclusive right to engage the services of an attorney-at-law to settle or to otherwise dispute of said cause of action which shall not be settled or otherwise disposed of without the written consent of the City. If said Fire Fighter engages the services of an attorney as aforesaid, the City shall not be liable for costs or attorney fees in connection therewith; however, in lieu thereof, the City agrees to limit its pro rata share of any recovery so affected to 75% of injury leave benefits paid or payable to the Fire Fighter hereunder. If said Fire Fighter fails to engage the services of an attorney, as aforesaid, the City may take such action as it deems advisable for the recovery of 100% of all injury benefits paid to said Fire Fighter, and said Fire Fighter will cooperate with the City in such action as it may take and furnish any and all papers and information in his possession deemed by the City to be necessary in connection therewith.

Section 4. No sick leave, injury leave or temporary disability leave benefits shall be payable to any Fire Fighter injured while in the employ of an employer other than the City of Pueblo, or while self-employed.

Section 5. Employees on injury leave are subject to light or modified duty as defined.

## **ARTICLE 31. SPECIAL LEAVE.**

Section 1. In addition to leaves authorized above, the Fire Chief may authorize a Fire Fighter to be absent without pay for personal reasons for a period or periods not to exceed ten (10) working days in any calendar year.

Section 2. The Mayor may authorize special leaves of absence with or without pay for any period or periods not to exceed six (6) calendar months in any one calendar year for the following purposes: attendance at college, university, or business school for the purpose of training in subjects related to the work of the employee and which will benefit the employee and the City service; urgent personal business requiring employee's attention for an extended period such as settling estates, liquidating a business, serving on a jury and attending court as a witness, and for purposes other than above that are deemed beneficial to the City service.

Section 3. The Mayor may authorize special leaves of absence without pay for any of the purposes set out in the preceding subparagraph for any reasonable length of time.

Section 4. The City Council may grant leaves of absence with or without pay in excess of the limitations above for the purposes of extended courses of training at a recognized university or college and for other purposes that are deemed beneficial to the City service.

Section 5. The parties understand that they are subject to the Family and Medical Leave Act of 1993, and that all applicable provisions of the FMLA are controlling over any provisions of this agreement in conflict therewith.

## **ARTICLE 32. ABSENCE WITHOUT LEAVE.**

Section 1. Any Fire Fighter who finds it necessary to be absent from duty due to emergency shall report the reasons therefore to his supervisor or department at least one hour before working time, on the first day of such absence. If this is not possible, the Fire Fighter shall report to his supervisor or department at the earliest possible time and shall state the reasons for his failure to report at least one hour before working time. Failure of a Fire Fighter to so report may be grounds for disciplinary action.

Section 2. All unauthorized absences without leave shall be grounds for disciplinary action. Reduction of pay shall be made for all periods of unauthorized absences.

Section 3. Any unauthorized absence of six or more consecutive working shifts of a Group A Fire Fighter, or of three or more consecutive working shifts of a Group B Fire Fighter, shall be deemed to be and shall constitute a resignation from employment by the Fire Fighter.

### **ARTICLE 33. STATION TRANSFERS.**

When an opening occurs in a fire station, due to either promotion, demotion, separation from City service, or the creation of a new position, Fire Fighters shall be notified by email from the Fire Chief before the opening is filled. Such memo shall be posted in each station for at least one business week (7 calendar days). Such opening shall be filled by the senior qualified Fire Fighter in the class applying for that position in writing during the time of posting of the email. The Chief shall retain the right to transfer Fire Fighters when an opening as described above is not involved, provided that such transfers shall not be arbitrary or capricious.

## **ARTICLE 34. LONGEVITY COMPENSATION DURING LEAVE.**

Section 1. Longevity compensation as stated above shall be paid to a Fire Fighter while on authorized leave with pay. Such longevity compensation shall not be paid to a Fire Fighter for any month during which such Fire Fighter shall be absent on leave without pay for more than one-half of the working time prescribed for that Fire Fighter's class.

Section 2. Periods of time during which a Fire Fighter is off work due to lay-off or reduction in force and is on valid reinstatement list shall not constitute a break in continuity of service; provided, however, such periods of time shall not be accrued as a part of the actual continuous service necessary to qualify for longevity compensation.

Section 3. Absence without leave shall forfeit all longevity pay for the month in which such absence occurs. For purposes of this section, periods of authorized leave without pay shall not accrue as part of the actual continuous service necessary to qualify for longevity compensation.

**ARTICLE 35. ORDER OF REDUCTION.**

Section 1. A reduction of the number of Fire Fighter positions in any class shall be made in the following order: part-time, probationary, permanent.

Section 2. Probationary and permanent Fire Fighters shall be laid off on the basis of service in the class being reduced, computed in accordance with Civil Service Rule 37, the Fire Fighter with the least service being laid off first.

## **ARTICLE 36. ENTRANCE SALARY RATES.**

Section 1. Original appointment to any position shall be made at the entrance rate and advancement from the entrance rate within a pay grade shall be by successive steps; provided, however, if the entrance rate is the same as any successive step, appointment shall be made at the highest step with the same rate of pay as the entrance rate. All promotional appointments shall be to the entry level of the higher class which results in at least a 3% increase unless it's the top step. If the entry level is the same as any successive step, appointment shall be made at the highest step with the same rate of pay as the entry level.

Section 2. At the completion of the first year of service, a Fire Fighter shall automatically advance to the next higher rate in the appropriate pay grade, provided his service has been determined by the Fire Chief to be satisfactory. Subsequently, the Fire Fighter shall be automatically advanced to the next higher rate, if any, at the conclusion of each succeeding year of satisfactory service in his class until he has reached the maximum rate of the salary schedule for that class.

Section 3. At the conclusion of a satisfactory one (1) year probation period, the Fire Chief shall certify that the probationary period has been successfully completed.

Section 4. When a Fire Fighter is assigned to duty in a position not previously held by him and such change is not in the nature of a promotion or a demotion, the Fire Fighter shall receive the rate of pay in the salary schedule established for such position that will provide at least the same rate of pay he was receiving in his former position.

Section 5. If, in the opinion of the Fire Chief, the work of a Fire Fighter has not been satisfactory during the year prior to his eligibility for salary advancement, he shall give a statement to the Mayor and Personnel Director showing reason or reasons why the Fire Fighter's work has not been satisfactory. A copy of this statement shall be furnished the Fire Fighter concerned and the Fire Chief shall discuss with the Fire Fighter the reason(s) for his not receiving the pay increases. Any Fire Fighter or the Union shall have the right to the consideration of any request for adjustment in the event that the Fire Chief states that the Fire Fighter's work in the preceding year has not been satisfactory for salary advancement. In such case, the Fire Fighter or Union may submit the matter to the grievance procedure of Article 25. A Fire Fighter who has been denied a pay increase due to unsatisfactory work shall be granted such increase at such time as the Fire Chief determines that his performance has sufficiently improved to justify the increase.

Section 6. In the event that the Fire Fighter did not receive the advancement in salary due him under the provisions of the Article, and it is subsequently determined, in the manner prescribed above, that the Fire Fighter was entitled to this advancement in salary shall be paid to the Fire Fighter from the date on which he was originally entitled to said advancement in salary.

## **ARTICLE 37. APPOINTMENT PROBATIONARY.**

All entrance appointments shall be probationary for a period of one year. All promotional appointments shall be probationary for a period of six months, provided that, any Fire Fighter who previously served in the position in the higher class to which he was promoted, may be credited toward completion of his probationary period with such temporary service not to exceed one hundred and fifty (150) days with the approval of the Fire Chief. At the discretion of the Fire Chief, the probationary period for an entrance or promotional appointment may be extended for an additional period not to exceed six (6) months in cases where a Fire Fighter suffered illness or injury or missed greater than one-third (1/3) of his/her regularly scheduled shifts preventing him/her from being available for full evaluation during the probationary period.

## **ARTICLE 38. LIGHT DUTY AND LIMITED DUTY ASSIGNMENT.**

Section 1. Light duty or modified duty shall mean the temporary assignment of a Fire Fighter to work with medical restriction of duty in the fire department due to a work-related injury during any period in which the Fire Fighter would otherwise be eligible for injury leave benefits. Such assignments shall be referred to within this Article as "Light Duty". Light Duty assignments are limited to a maximum of six (6) months; provided, however, the City may extend the Light Duty assignment until the Fire Fighter reaches maximum medical improvement as determined by the City's designated physician.

Section 2. The salary of a Fire Fighter on Light Duty shall be at least equal to the salary at which he was employed at the time of his injury or illness.

Section 3. During his period of temporary disability, a Fire Fighter shall be entitled to pay pension contributions and shall continue to receive health-medical plan benefits, and accrue credits for sick leave and vacation leave.

Section 4. Upon presentation of a doctor's certificate stating that the Fire Fighter is physically capable of performing all the duties of the position in which he was working at the time of his injury or illness he shall be returned to full duty in that class. If the Fire Chief determines that the work of the Fire Fighter upon return to work is not satisfactory, the Fire Chief may cause the Fire Fighter to be re-examined to determine his ability to perform.

Section 5. Any Fire Fighter who refuses to cooperate in the placement program, by failure to accept or continue in the Light Duty assignment, shall, as of any such refusal be disciplined.

Section 6. Pregnancy Light Duty. Any Fire Fighter who is provided a temporary assignment under this Article as a reasonable accommodation for pregnancy under the ADA or the Pregnant Workers Fairness Act shall be considered a Light Duty assignment. A pregnant Fire Fighter will be allowed to continue working Light Duty, without reduction in regular pay including incentives, up to her delivery date unless otherwise advised by her physician. Upon date of delivery, or sooner on physician's advice, the Fire Fighter will be permitted to take leave consistent with Article 57.

Section 7. Limited duty shall mean a temporary assignment of a Fire Fighter to work in the fire department with temporary medical restrictions of duty due to a non-work-related injury or illness. Limited duty assignments shall be subject to the following limitations and requirements:

(a) The Fire Chief or his designee shall decide on a case-by-case basis if there are limited duty assignments available that fall within the restrictions that the Fire Fighter has been placed under by his/her physician. The distribution of limited duty assignments, removal from a limited duty assignment and/or refusal to establish a limited duty assignment is solely the decision of the Fire Chief. Requests for limited duty assignments shall not be unreasonably denied; provided,

however, denial of a request for a limited duty assignment which would result in more than a total of four (4) limited duty and Light Duty assignments shall be presumed reasonable, and such decision shall not be subject to the grievance procedure.

(b) To be considered for a limited duty assignment, a Fire Fighter must have work restrictions that are expected to last for at least thirty (30) days and provide a signed statement by an authorized medical provider verifying the need for limited duty for said period of time. If available, priority among limited duty assignments shall be given to the Fire Fighter with the least amount of accrued leave.

(c) No Fire Fighter who is injured in the commission of a criminal offense or during any secondary employment shall be eligible for a limited duty assignment with respect to such injury; nor shall any Fire Fighter be permitted to work any secondary employment while on limited duty assignment.

(d) Except as provided herein, a limited duty assignment shall not exceed three (3) months. The limited duty assignment will be accompanied by an expectation meeting with the Fire Chief. Daily assignments will be assigned and will be completed in a timely manner. If at the discretion of the Fire Chief these expectations are not being met by the Fire Fighter, the limited duty assignment will be terminated.

(e) The City may require Fire Fighters to be examined by the City's designated health-care provider in order to obtain verifications, seek clarification or additional information, confirm the ability to perform limited duty assignment or provide a second opinion.

(f) It is the Fire Fighter's responsibility to ensure that any relevant medical information required by the City related to the injury (or injuries) underlying a limited duty assignment is provided promptly upon request, including follow-up information, satisfactory clarification and updates.

(g) Light Duty assignments for work-related illnesses and injuries shall take precedence over limited duty assignments for non-duty related injuries. A Fire Fighter who is working in a limited duty assignment because of non-duty related injury may be displaced from that limited duty assignment if the City needs to place another Fire Fighter into a Light Duty assignment.

(h) A Fire Fighter who is on limited duty shall immediately notify the Department when the Fire Fighter is available for normal duty and shall give the Department a physician's statement indicating that the Fire Fighter may return to normal duty.

(i) While on limited duty assignment the Fire Fighter may request leave through the Deputy Chief. This leave will be converted to a 40 hour work week based on a conversion factor of 1.4. This would include any use of sick leave,

vacation leave or personal holiday time.

Section 8. Fire fighters assigned a Light Duty or limited duty assignment shall work Group A work schedule.

**ARTICLE 39. ABOLITION OF POSITION.**

Any Fire Fighter with civil service status in an abolished position shall, with the approval of the Mayor, be:

- (a) transferred, if a vacancy exists in another position in the same class, or
- (b) promoted, if a vacancy exists in a position in another class for which the Fire Fighter is eligible, or
- (c) laid off and placed on a reinstatement list for the class for which he is qualified, or
- (d) demoted, or
- (e) allowed to replace another Fire Fighter in accordance with Article 50.

## **ARTICLE 40. REINSTATEMENT AND REEMPLOYMENT.**

Section 1. When a Fire Fighter is reinstated in a position in the same class after a separation from the Department of not more than four years, which separation occurred through no fault of the Fire Fighter and not due to discreditable circumstances, such Fire Fighter shall receive the rate in the salary schedule corresponding to the step rate received at the time of separation and shall subsequently serve thereat for at least such period as is normally required for advancement to the next higher salary rate. Any Fire Fighter who is drafted or who leaves the City service to enter the active service of the armed forces of the United States and who is subsequently reinstated to a position previously held by him shall be entitled to receive a salary at the step rate to which he would have been entitled had his service with the City not been interrupted by entry into the armed forces. Any non-required reenlistment shall automatically terminate the provisions of this Article for any such Fire Fighter.

Section 2. Whenever a former Fire Fighter is reemployed in the same class after a voluntary separation from the City service of not more than two years, which separation was not by action of the City or due to discreditable circumstances, such Fire Fighter may, with the approval of the Mayor, receive the rate in the salary schedule corresponding to the step rate received at the time of separation and shall subsequently serve thereat for at least such period as is normally required for advancement to the next higher step or salary rate.

## **ARTICLE 41. APPOINTMENT TO VACANCY.**

When the City fills a vacancy in the Fire Department the following priorities shall apply in the order listed:

1. Reinstatement list - Consisting of Fire Fighters separated from a position in that class due to layoff or other cause not the fault of the Fire Fighter. Fire fighters shall be reinstated to the class in the reverse order of layoff from that class including Fire Fighters placed on reinstatement lists in accordance with Article 40.

2. The City may then select from any of the following:

a. Reemployment List - Fire fighters previously separated at their volition, in good standing.

b. Voluntary Demotion.

c. If a position is not filled through reinstatement, demotion, or re-employment the City shall fill the position from a civil service eligible list in the following manner:

(a) The Director shall forward a copy of the appropriate class specification to the Civil Service Commission, with a request for certification of the names of the three highest ranking persons on the appropriate eligible list. If any person with a given numerical rating is certified from an eligible list, then any or all other persons with that identical rating shall also be certified and may be appointed under this Section consistent with and pursuant to Civil Service Rule 28.

(b) The Director may also request from the Commission further information relating to the persons certified and to their application, examination or certification process.

(c) If any person so certified fails to accept appointment to the position, that person shall be removed from the list and the name of the person next highest on the appropriate eligible list shall be certified. The Civil Service Commission may retain on the eligible list the name of a person who refuses an appointment only upon that person's request and for just cause. The Director may request removal from the list of the name of a person who does not qualify for or meet a requirement of the position. The Civil Service Commission shall grant such request and certify the name of the next highest ranking eligible on the list, if the person so removed does not actually qualify or meet requirements.

(d) If more than one vacancy is to be filled from an eligible list, the Director may request certification of an additional name for the second and each subsequent vacancy.

(e) If less than three names appear or remain on the eligible list, the Mayor may either request that the Commission establish a new eligible list, or may

accept a certification of less than three names.

(f) If a person certified for appointment from an eligible list is rejected or passed over twice, the Mayor may request removal of the person from that eligible list. The Civil Service Commission may deny such request upon the basis of the person's qualifications.

(g) After a certification, the Director shall select a committee of at least three persons to evaluate the persons certified. No one from the bargaining unit shall be an evaluator.

(h) After consultation with the involved department or bureau head and the committee, the Director shall forward the names of all persons certified and recommendations to the Mayor, who shall make the final appointment.

(i) The City shall notify each eligible certified for a vacancy of the appointment and the appeal rights available hereunder. If not appointed, the highest ranking eligible for each vacancy may appeal his rejection to the Civil Service Commission by filing a written notice of appeal within five (5) days after receipt of the notice of appointment. The Commission shall hear the appeal within (5) days of the filing of the notice of appeal. The City and the individual appointed shall also be notified of the hearing and be given an opportunity to be heard. The person filing the appeal shall have the burden of proving that the Mayor's appointment was arbitrary, capricious or a clearly unwarranted abuse of discretion. If the Commission sustains the appeal, the appointment shall be vacated and the appellant shall be appointed to the position by the Mayor pursuant to the decision of the Commission retroactive to the date of the original appointment.

(j) The Commission shall render its decision within five (5) days after the hearing which shall be final and binding subject only to judicial review pursuant to Rule 106, C.R.C.P.

### 3. Open Examinations

(a) For vacancies existing in 2017 and thereafter, Civil Service examination for the Emergency Medical Officer classification shall initially only be open to Fire Fighters who meet the qualifications for such classification ("Internal List"). If no applicant passes the examination or is otherwise certified or if all eligibles are removed from the Internal List, the Mayor may request certification of a new eligible list composed of qualified candidates from outside City employment ("External List"). Upon receipt of such request, the Civil Service Commission shall create the External List, and the Civil Service examination shall only be open to those applicants who are not Fire Fighters and who meet the qualifications for such classification. If the External List was created because no applicant passed the examination for the Internal List or no applicant was otherwise certified for the Internal List, such External List shall expire six (6) months from the date of the certification of such External List. If the External List was created because all eligibles were removed from the Internal List, such External List shall expire upon the date the Internal List was originally scheduled to expire.

(b) For vacancies existing in 2018 and thereafter, Civil Service examination for the Fire Engineer classification shall initially only be open to Fire Fighters who meet the qualifications for such classification (“Internal List”). If no applicant passes the examination or is otherwise certified or if all eligibles are removed from the Internal list, the Mayor may request certification of a new eligible list composed of qualified candidates from outside City employment (“External List”). Upon receipt of such request, the Civil Service Commission shall create the External List, and the Civil Service examination shall only be open to those applicants who are not Fire Fighters and who meet the qualifications for such classification. If the External List was created because no applicant passed the examination for the Internal List or no applicant was otherwise certified for the Internal List, such External List shall expire in six (6) months from the date of the certification of such External List. If the External List was created because all eligibles were removed from the Internal List, such External List shall expire upon the date the Internal List was originally scheduled to expire.

## **ARTICLE 42. RATE OF PAY ON DEMOTION.**

When a Fire Fighter is demoted from a position in one class to a position in another class having a lower pay grade, his rate of pay shall be determined as follows:

Section 1. When a Fire Fighter is demoted because of failure to satisfactorily complete a probationary period in a promotional position, his pay rate shall be reduced to the step in the pay grade he had been promoted from which he would be eligible for had he not been promoted.

Section 2. When a Fire Fighter is demoted because of layoff procedures, his rate of pay in the class to which he is demoted shall be the step in the pay grade nearest to, but not exceeding, that of his rate of pay in the higher class, provided funds are available in the case of layoff. In the event funds are not available, his rate of pay shall be the highest step that can equitably be paid to all Fire Fighters similarly affected by the layoff. The Mayor, with the approval of the City Council, may approve for such Fire Fighter a salary rate equivalent to the salary rate he received at the time of his demotion.

Section 3. When a Fire Fighter is demoted due to unsatisfactory performance from a position in one class to a position in a lower class, his rate of pay shall be reduced at least one (1) step below the rate of pay he was receiving in the higher class, and shall be reduced to a step within the pay grade for the class to which he is demoted.

Section 4. When a Fire Fighter is voluntarily demoted from a position in one class to a position in a lower class at his own request, the pay rate may remain the same provided it does not exceed the maximum step of the pay grade for the lower class.

#### **ARTICLE 43. RECLASSIFICATION.**

If a position is reclassified, the incumbent shall remain in the reclassified position if the Director, with the approval of the Mayor, determines that he is qualified to perform the duties of the reclassified position.

If the Director determines that the incumbent lacks the qualifications for the reclassified position, the incumbent shall, with the approval of the Mayor, be:

- (a) transferred if a vacancy exists in another position in the same class, or
- (b) promoted, if a vacancy exists for which such Fire Fighter is eligible as a result of examination, or
- (c) laid off and placed on a reinstatement list for the class or position for which he is qualified, or
- (d) demoted, or
- (e) allowed to replace another employee in accordance with Article 50.

## **ARTICLE 44. REPORTING CHANGES IN DUTIES; RECLASSIFICATION.**

Section 1. Any Fire Fighter or the Union may file a written request for classification review of his position at any time. The request shall be filed with the Fire Chief who shall forward the request to the Director of Personnel within ten days with his comments and recommendations.

Section 2. The Director of Personnel shall act on any request involving an individual position within thirty days, and on any request involving several positions as promptly as possible, but not more than ninety days, after receipt of such request. The Director shall not reclassify any position or group of positions without the approval of the Mayor.

Section 3. The Director may, at any time, consistent with Section 4 review a position or positions to insure proper classification.

Section 4. Neither the City, a Fire Fighter, nor representatives of either may request a review for a position which has been reviewed within the previous six months.

## **ARTICLE 45. APPEAL FROM CLASSIFICATION OR RECLASSIFICATION.**

Written notice of classification, reclassification, or allocation of positions shall be given by the Director to the Mayor, Fire Chief, affected Fire Fighters, and Union, at least thirty days before such action shall become effective. Within ten days of receipt of said notice or failure of the Director to take such action, the Fire Chief, affected Fire Fighter(s) or Union may request a hearing thereon before the Civil Service Commission pursuant to Chapter 12 of Title VI of the Code of Ordinances and Section 8-4 of the City Charter. Within ten days after conclusion of the hearing the Civil Service Commission shall order whether such action shall be sustained or rejected.

## **ARTICLE 46. VACANCIES.**

Section 1. Unless the Mayor declares, as herein provided, that the requirements of the service demand that such position remain open, a vacancy shall exist whenever the number of positions established by the budget exceeds the number of Fire Fighters in such positions. Vacancies shall be filled as soon as the Director can certify to the department head as provided in Article 41. The Mayor may, upon written notice to the Director, determine that a position shall remain open for a period not to exceed one hundred eighty-five (185) days. During the time the position is declared open, the eligible list pertaining to that position shall remain frozen and no new list established until action is taken on such position. When a position that has been held open is filled, such position shall be filled by a person named on the appropriate eligible list that was in effect on the date the Mayor declared such position open, even if that person's eligibility has otherwise expired.

Section 2. When a vacancy occurs in any promotional classification, the vacancies, if any, created in all lower classes due to promotional appointments created by appointment to fill such vacancy shall be filled from the eligible lists for all lower classes which were in effect on the date on which the vacancy was created in the higher class. This does not pertain to entry level firefighter positions, and will in no event freeze the current promotional lists.

**ARTICLE 47. STRIKES - DISRUPTION OF SERVICE.**

It is hereby declared to be the public policy of the City of Pueblo since it has accorded to the members of the classified service of the Fire Department all rights of labor other than the right to strike or organize any work stoppage, slowdown or mass absenteeism, therefore, Fire Fighters shall not strike, or organize any work stoppage, slowdown or mass absenteeism during the term of this Agreement.

**ARTICLE 48. INTENT OF THIS AGREEMENT.**

The intent and purpose of this Agreement is to establish agreed upon wages, hours, terms and conditions of employment for all Fire Fighters in the bargaining unit represented by the Union, which wages, hours, terms and conditions of employment shall be set as forth in this Agreement for the term of this Agreement unless changes are mutually agreed upon between the City and the Union.

## **ARTICLE 49. PROMOTIONAL EXAMINATION REQUIREMENTS.**

The City of Pueblo reserves the right to establish such minimum job descriptions (specifications) and education, experience and service requirements to determine eligibility for civil service testing and appointment for entry level Fire Fighters, as it deems appropriate. Any ordinance in conflict with such right to establish minimum requirements for entry level Fire Fighters shall, insofar as same may be applicable to Fire Fighters, be deemed repealed and be of no force or effect.

The following minimum service requirements shall be a prerequisite to Civil Service Fire Department promotional examinations:

(1) For Fire Prevention Inspector, two (2) years of service as a Fire Fighter with the City of Pueblo.

(2) For Fire Engineers, a minimum of two (2) years of service as a Pueblo Fire Fighter.

(3) For Emergency Medical Officer, a minimum of the EMT-I certification and two (2) years of service as a Pueblo Fire Fighter or a minimum of a Paramedic certification and at least three (3) years of continuous and successful experience in fire service. Notwithstanding any provision of this Agreement to the contrary, any person appointed to the position of Emergency Medical Officer who did not meet the foregoing service requirement of two (2) years as a Pueblo Fire Fighter shall be treated as an entrance appointment for purposes of rate of pay and probationary period.

(4) For Lieutenant, a total of five (5) years combined service in the Fire Fighter, Engineer, Fire Prevention Inspector or Emergency Medical Officer classification with the City and an ALS certification within 3 years of promotion which shall be a condition of employment in such classification.

(5) For Captain, a total of seven (7) years combined service with at least two (2) years of service in a promotional classification within the Fire Department and an ALS certification.

(6) For Assistant Chief, three (3) years of service as a Captain with the City of Pueblo.

The maximum number of seniority preference points which may be added to a passing score pursuant to Civil Service Rule 25 with respect to the foregoing Fire Department promotional examinations shall be seven and one half (7 ½).

The Department shall make a good faith effort to work with Civil Service on providing six (6) months prior notice of any change in a promotional reading list and the promotional examination dates and three (3) months prior notice of promotional reading list and examination date if no such change in the reading list.

## **ARTICLE 50. REPLACEMENT.**

Any Fire Fighter laid off shall, with the approval of the Mayor, have the right to replace another Fire Fighter without prejudice to the right of either to reinstatement provided the following requirements are met:

(1) The Fire Fighter to be replaced occupies a class having the same or lower pay grade; and

(2) The Fire Fighter laid off has more total service in the class involved, together with service in a higher class or parallel class (engineer, fire medic, or fire prevention inspector) within the same line of promotion, than does the Fire Fighter to be replaced; and

(3) The Fire Fighter laid off is qualified for the duties of the lower class of position as determined by the Director; and

(4) The Fire Fighter to be replaced occupies a lower position in the line of promotion to the position from which the Fire Fighter has been laid off.

## **ARTICLE 51. DURATION OF AGREEMENT.**

This Agreement shall be effective January 1, 2024, and all of its provisions shall remain fully effective through December 31, 2024 and may be extended by the City for two (2) successive one (1) year terms.

The decision to extend the term of this Agreement shall be made by the City Council on or before the 1st day of June 2024, or 2025, whichever the case may be. 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 Section 10.1 of the Agreement. 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, 2024, or June 21, 2025, as the case may be.

## **ARTICLE 52. SAFETY.**

Section 1. The City recognizes its responsibility to provide safe working conditions, and the Union recognizes its obligation to cooperate in the maintenance and improvement of those conditions.

Section 2. The City agrees to establish a safety committee consisting of a representative of the Union and a representative of the City.

Section 3. The safety committee will consider and make recommendations concerning safety problems. Recommendations will include technical supporting information where applicable.

Section 4. The safety committee shall convene within a reasonable time after a request for a meeting. Any request must indicate the subject to be taken up at the meeting. The City will submit a written position on safety matters raised by the Union within ten (10) days after the meeting.

Section 5. Whenever possible, Department personnel will implement safety recommendations of the Safety Committee.

**ARTICLE 53. LIABILITY INSURANCE.**

City will carry in at least the minimum amounts set forth in the Colorado Governmental Immunity Act malpractice liability insurance covering Fire Fighter/EMT'S while acting in their capacity as an employee of the City and while licensed by the State of Colorado.

## **ARTICLE 54. SMOKE FREE WORKPLACE.**

In accordance with City Council Resolution No. 7157, smoking by any member of the bargaining unit is prohibited in all public buildings which are owned, leased or controlled by the City of Pueblo, except in designated smoking areas, if any, located in restaurants operated under concession or management agreements with the City.

For purposes of this agreement, the parties understand and agree that Fire Fighters are prohibited from smoking: (a) in any fire department vehicle at any time; and (b) in any fire station or fire department building except in those station truck rooms which are equipped with a ventilation system which ventilates such truck room separately from the remainder of the station.

## **ARTICLE 55. DEATH AND DISABILITY PLAN.**

During the term of this Agreement, the City shall pay, on behalf of all Fire Fighters hired after January 1, 1997, the state-mandated contribution for death and disability coverage pursuant to C.R.S. § 31-31-811 (4).

## **ARTICLE 56. RANDOM DRUG TESTING.**

The City and the Union agree to establish a committee consisting of representatives of the Fire Union, the Police Union, and the City. The committee shall meet, when requested by one of the parties, to study, consider and make recommendations to the parties regarding drug-testing programs for public safety employees. The consultations and recommendations of the committee shall not be subject to the grievance/arbitration procedure of this Agreement and shall not be binding upon any of the parties.

## **ARTICLE 57. MATERNITY, PATERNITY, AND PARENTAL LEAVE.**

Section 1. If a Fire Fighter is eligible to take leave under the Family and Medical Leave Act (FMLA), such leave shall be granted in accordance with the provisions of FMLA with respect to either the birth, adoption or bonding with a child following birth or adoption. Such leave shall be subject to the following:

FMLA Maternity Leave – leave shall be granted in accordance with FMLA and shall be treated as a qualifying health condition of the Fire Fighter for the purposes of medical leave for the birth of a child and then subsequently for post-partum bonding with the child.

A Firefighter taking FMLA leave for the purpose of maternity leave may use sick, vacation and personal holiday leave to cover the absence but must exhaust available paid leave prior to going into an unpaid FMLA leave status.

FMLA Paternity Leave - leave shall be granted to an eligible Fire Fighter in accordance with FMLA for the purpose of bonding with the child following birth.

FMLA Parental Leave – leave shall be granted to an eligible Fire Fighter in accordance with FMLA for the purpose of bonding with an adopted child.

A Firefighter taking FMLA leave for the purpose of paternity or parental leave may elect to use up to three (3) weeks of sick leave prior to using accrued vacation or personal holiday leave for this purpose. However, the Fire Fighter must exhaust all accrued vacation and/or personal holiday leave prior to going into an unpaid FMLA leave status. The Family Care Act provides the same leave provisions for those who are in a domestic partnership or civil union as defined in section 14-15-103(5) C.R.S.

All requests for leave under FMLA must be submitted through the City's Human Resources Department.

Consistent with FMLA, a Fire Fighter who takes FMLA leave for the birth, adoption and/or subsequent bonding time with a child shall return to the job assignment from which he/she took leave for this purpose at the conclusion of the FMLA leave.

Section 2. If a Firefighter is ineligible for leave under the Family and Medical Leave Act, maternity, paternity and parental leave shall be granted for the purpose of giving birth and/or bonding with the Fire Fighter's child. Such leave shall be granted equally in the case of an adopted child. Such leave shall be subject to the following:

Maternity Leave – leave shall be granted upon provision of written documentation from the Fire Fighter's treating physician for the purpose of giving birth followed by post-partum bonding time with the child. Such leave shall not exceed twelve (12) weeks from the date of the child's birth.

A Firefighter taking maternity leave may use sick, vacation and personal holiday leave to cover the absence but must exhaust available paid leave prior to going into an unpaid leave status.

Paternity Leave – leave shall be granted at the time of childbirth, unless otherwise approved by the Chief in advance, and shall not exceed three (3) calendar weeks.

Parental Leave – leave shall be granted at the time of the adoption of a child, unless otherwise approved by the Chief in advance, and shall not exceed three (3) calendar weeks.

A Firefighter taking paternity or parental leave may elect to use up to three (3) weeks of sick leave prior to using accrued vacation or personal holiday leave for this purpose. The exhaustion of paid leave is required prior to going into an unpaid leave status.

## **ARTICLE 58. PARAMEDIC INCENTIVE.**

Section 1. DEFINITIONS. As used in this Article the following terms shall have the following meaning:

(b) “Paramedic Program” shall mean a program of study approved by the City and offered by an institution separate from the City which provides all necessary instruction including clinical internship to obtain a Colorado state licensure as an EMT-Paramedic. Both the program and the institution offering the Program must be approved by the City.

(c) “Qualification Requirements” shall mean having a current Colorado EMT-Basic certificate, an EMT intravenous endorsement and having the present ability to successfully complete all pre-screening examinations and prerequisites and obtain approval by the institution offering the Paramedic Program.

### Section 2. PARAMEDIC CERTIFICATION INCENTIVE.

(a) On an annual basis and for purpose of receipt of the Paramedic Incentive, the City shall accept voluntary applications from Fire Fighters who meet the Qualification Requirements and the purpose of the Paramedic Incentive. The purpose of the Paramedic Incentive shall be construed and applied consistent with the exception provided for under 29 C.F.R. 785.29, and the Paramedic Incentive is stipulated and acknowledged to be for the purpose of preparing an employee in the classification firefighter for advancement to a higher classification (“Purpose”). The selection of the applicants to receive the Paramedic Incentive shall be at the sole and absolute discretion of City; provided, however, preference shall be given to those applicants who would start the Paramedic Program prior to their third year of service with the City, and provided that such discretion shall not be exercised in an arbitrary and capricious manner.

(b) Subject to budget approval and appropriation by City Council, the City shall make available the Paramedic Incentive to two (2) applicants who meet the Qualification Requirements and the Purpose. The City may make the Paramedic Incentive available to additional applicants who meet the Qualification Requirements and Purpose but is not obligated to do so.

(c) Any applicant selected to receive the Paramedic Incentive shall receive the following benefits subject to the conditions and limitations herein set forth:

1. Upon receipt of an invoice from a City approved institution, the City will pay the actual costs of tuition and books invoiced by said institution and necessary for completion of the Paramedic Program.

2. Paid time off shall be granted to attend classroom instruction held during the employee’s regularly scheduled hours of work which are necessary for completion of the Paramedic Program and which classroom instruction could not

be scheduled other than during the Fire Fighter's regularly scheduled hours of work.

3. Field internship hours which cannot be completed on Fire Department apparatus shall be scheduled outside of the Fire Fighter's regular working hours; provided, however, paid time off will be granted to complete field internship hours in such circumstances and during the Fire Fighter's regularly scheduled hours of work, but such paid time off shall not exceed thirty-six (36) hours during any calendar week for completion of the field internship.

(d) If a Fire Fighter fails to comply with any requirement set forth in this Article or fails to timely and successfully complete any portion of the Paramedic Program including but not limited to completing the field internship within a period of six months of commencing the field internship or failure to pass the National Registry of Emergency Medical Technicians exam within ninety (90) days of class end date, such Fire Fighter shall be subject to removal from the Paramedic Program. The City shall give written notice of the basis for removal to the Fire Fighter. If the basis for removal remains uncorrected for a period of ten (10) days after City has given written notice, the Fire Fighter shall be deemed removed from the Paramedic Program without further notice to the Fire Fighter; provided, however, the Fire Fighter may file within said ten (10) days written documentation with the City establishing that the failure of the Fire Fighter to timely complete the Paramedic Program was the direct result of an unforeseen and extended leave of absence due to a medical condition or similar emergency. Any Fire Fighter who is unable to timely complete the Paramedic Program due to a qualifying unforeseen leave of absence shall not be obligated to repay the Reimbursement Amount because of such failure. Any Fire Fighter who is removed from the Paramedic Program or is unable to timely complete same due to a qualifying unforeseen leave of absence shall not be eligible to continue to receive the Paramedic Incentive, and City will have no obligation to continue to provide the Paramedic Incentive for such Fire Fighter.

(e) Each Fire Fighter approved to receive the Paramedic Incentive shall apply for the Colorado Opportunity Fund Stipend with respect to any tuition for the Paramedic Program. Any Fire Fighter who fails to apply for such Stipend shall be liable to and shall pay the City the amount of the Stipend. The amount of the Stipend may be deducted and/or set off by the City from any payment or amount owed by City to the Fire Fighter; provided such deduction and/or set off will not result in a wage payment less than the amount required by the applicable minimum wage and/or overtime requirement under the Fair Labor Standards Act of 1938, 29 U.S.C. §201, et seq.

(f) Any Fire Fighter receiving the Paramedic Incentive shall provide any and all documentation requested by City with respect to compliance with any condition or limitation related to the Paramedic Incentive.

Section 3. Union shall cooperate with the City in taking all actions necessary or appropriate to assure that any period of time expended by a Fire Fighter to complete the Paramedic Program which occurs outside the regularly scheduled hours of work of the Fire Fighter shall not constitute hours worked for purposes of overtime pay or compensatory time and to assure that any Fire Fighter prior to applying for the benefit is

aware and understands that any such hours shall not constitute hours worked for purposes of overtime pay or compensatory time.

Section 4. As a condition of receiving the Paramedic Incentive, each Fire Fighter approved to receive the Paramedic Incentive shall execute the Paramedic Incentive Reimbursement Agreement in the form attached to this Agreement and labelled Exhibit 1. The parties stipulate, acknowledge and agree that the costs of the Paramedic Incentive and the amount of the reimbursement obligation (the "Reimbursement Amount") to be set forth in the attached Exhibit 1 is \$13,000, and said amount shall be subsequently increased in like percentage by any percentage increase in the base wage paid the firefighter classification for each year after 2019. The Reimbursement Amount which may become due the City under the Paramedic Incentive Reimbursement Agreement may be deducted and/or set off by City from any payment or amount owed by City to the Fire Fighter; provided such deduction and/or set off will not result in a wage payment less than the amount required by the applicable minimum wage and/or overtime requirement under the Fair Labor Standards Act of 1938, 29 U.S.C. §201, et seq.

Entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL NO. 3

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

By \_\_\_\_\_  
Secretary

CITY OF PUEBLO

By \_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Attorney for IAFF Local No. 3

## EXHIBIT 1

### PARAMEDIC TRAINING REIMBURSEMENT AGREEMENT

This PARAMEDIC TRAINING REIMBURSEMENT AGREEMENT (“Agreement”) is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between Pueblo, a municipal corporation (“City”) and \_\_\_\_\_ (“Employee”).

WHEREAS, City and the International Association of Fire Fighters Local 3 have entered into a Collective Bargaining Agreement which provides an incentive to employees to achieve and maintain a Paramedic certification subject to and conditioned upon the employee entering into this Agreement.

WHEREAS, Employee has voluntarily applied for and desires receipt of the incentive subject to the limitations and requirements set forth in Article 58 of the Collective Bargaining Agreement between the City and the International Association of Fire Fighters Local 3 (“CBA”).

WHEREAS, the costs and expenses to the City of providing and paying for the incentive are significant and the City will be unable to recoup and/or receive the benefit of such costs and expenses where the Employee prematurely leaves the employment of the City or fails to obtain and maintain a Colorado State licensure as an EMT-Paramedic.

NOW THEREFORE, in consideration of the foregoing and the mutual promises, covenants and conditions herein set forth, City and Employee agree as follows:

1. As used in this Agreement, the following terms shall have the following meanings:

“Liquidated Credit” means twenty percent (20%) of the Reimbursement Amount for each year of service after the date the Employee successfully completes the Paramedic Program and is licensed by the State of Colorado as an EMT-Paramedic. By way of example, the Liquidated Credit for an employee who completes three years of service but not four years of service after obtaining an EMT-Paramedic certificate would be sixty percent (60%) of the Reimbursement Amount.

“Paramedic Program” and “Paramedic Incentive” shall have the same meanings as are set forth in the CBA.

“Reimbursement Amount” means \$\_\_\_\_\_ as calculated in accordance with the CBA.

2. Employee shall receive the Paramedic Incentive subject to the limitations and requirements set forth in the CBA and conditioned upon the employee entering into this Agreement.

3. If the Employee is removed from the Paramedic Program pursuant to terms of the CBA within the first 6 months of entering the program, the Employee shall be liable to the City and obligated to pay the City the actual costs of books and tuition and said amount shall become immediately due and payable upon the date the Employee is removed from the Paramedic Program.

4. If the Employee is removed from the Paramedic Program pursuant to terms of the CBA after the first 6 months, the Employee shall be liable to the City and obligated to pay the City the Reimbursement Amount, and said amount shall become immediately due and payable upon the date the Employee is removed from the Paramedic Program.

5. In the event the Employee completes the Paramedic Program but fails to keep and maintain Employee's licensure with the State of Colorado as an EMT-Paramedic, Employee shall be liable to the City and obligated to pay the City the Reimbursement Amount less any Liquidated Credit, and said amount shall become immediately due and payable upon the date the Employee no longer has a valid paramedic certification issued by the State of Colorado.

6. In the event the Employee terminates employment with the City, Employee shall be liable to the City and obligated to pay the City the Reimbursement Amount less any Liquidated Credit, and said amount shall become immediately due and payable upon the date of such termination. This article shall not apply to members whom terminate employment due to disability or normal retirement.

7. Any amount of the Reimbursement Amount which becomes due the City may be deducted and/or set off by City from any payment or amount owed by City to Employee; provided such deduction and/or set off will not result in a wage payment less than the amount required by the applicable minimum wage and/or overtime requirement under the Fair Labor Standards Act of 1938, 29 U.S.C. §201, et seq.

8. Employee shall be liable to and will pay City for all collection expenses, court costs and reasonable attorney fees which may be incurred in the collection of any Reimbursement Amount which may become due and payable under this Agreement. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in a state court with jurisdiction located in Pueblo County Colorado.

Executed and effective the day and year first above written.

CITY

EMPLOYEE

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Print Name: \_\_\_\_\_

AMENDMENT TO THE COLLECTIVE  
BARGAINING AGREEMENT

This amendment to the collective bargaining agreement ("Amendment") is executed this 26<sup>th</sup> day of August, 2019, by and between Pueblo, a municipal corporation ("City"), and International Association of Fire Fighters Local No. 3 ("Union") (collectively the "Parties").

WHEREAS, City and Union are parties to a collective bargaining agreement commencing January 1, 2019 and ending December 31, 2019 ("Labor Agreement").

WHEREAS, the Parties are interested in transitioning from a fully-insured to a self-funded health insurance plan ("Self-Funded Health Benefit Plan").

WHEREAS, in order to proceed with such transition, City desires and Union is willing to agree to certain terms and conditions which will be applicable to such Self-Funded Health Benefit Plan.

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

1. If the City elects after consultation with the Union to transition to a Self-Funded Health Benefit Plan to be available in calendar year 2020 and thereafter, the following terms and conditions shall govern such plan, shall bind the Parties and shall supersede any conflicting or inconsistent provision of the Labor Agreement:

- a. **Plan Design.** If a Self-Funded Health Benefit Plan is provided to covered employees of Amalgamated Transit Union Division No. 662 ("Transit"), the City, Transit, Pueblo Association of Government Employees, International Brotherhood of Police Officers Local 537 and Union shall meet as a committee and confer with respect to determining the health plan design and benefits to be provided under such plan. Each party shall have one vote for a total of five (5) votes with respect to selecting such health plan design. The majority vote of the committee shall determine the plan and benefits; 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.

Alternatively, if a Self-Funded Health Benefit Plan is not provided to covered employees of Transit, the City, Pueblo Association of Government Employees, International Brotherhood of Police Officers Local 537 and Union shall meet as a committee and confer with respect to determining the health plan design and benefits to be provided under such plan. Each party shall have one vote for a total of four (4) votes with respect to selecting such health plan design. The majority vote of the committee shall determine the plan and benefits; 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.

- b. **Premiums and Contributions.** Premiums shall be determined by City based upon the recommendation of City's insurance broker consultant, the plan design chosen pursuant to above Subsection 1.a., and the funding level acceptable to City. Employees who are eligible and select an offered plan shall pay the cost of any applicable premium by payroll deduction subject to the contributions herein provided. The City shall pay 95% of the actual premium for an individual policy per month. The City shall pay 78% of the actual cost of a premium toward the cost of a single plus spouse, single plus child or children or family policy per month for employees. If the employee elects coverage under a PPO option, if offered, the City's contribution to payment for such PPO shall be in the same dollar amount as if the employee had elected coverage under the HMO Tier 1 option for the same coverage tier. If an employee elects coverage under a high deductible health plan with Health Savings Account ("High Deductible HSA"), if offered, the City's monthly contribution for the High Deductible HSA shall be One Hundred Dollars (\$100.00) per month less than monthly contribution required for the City's HMO Tier 1 plan, at the same coverage tier, and the City will contribute Sixty Six Dollars and 67 Cents (\$66.67) per month to each employee's health savings account under such High Deductible HSA.
- c. **Self-Funded Contracts and Documents.** All contracts, programs and documents necessary to transition to and administer the Self-Funded Health Benefit Plan shall be determined and selected by City including but not limited to all costs and expenses of administrations, any third-party administration, if selected, stop loss policy, if selected, HIPAA privacy and security policies, and plan administration policies and procedures.
- d. **Plan assets.** All assets of the Self-Funded Health Benefit Plan, including but not limited to premiums, reserves and reimbursements, shall be the property of the City to be used solely for providing benefits for enrolled employees and assuring funding of the Self-Funded Health Benefit Plan at a risk level acceptable to City.

2. For calendar year 2020, the Union waives any present or future right, contingent or otherwise, that it may have to negotiate any change to the terms and conditions of this Amendment in any successor collective bargaining agreement. The intent and purpose of the foregoing waiver is that the Self-Funded Health Benefit Plan available in calendar year 2020 shall be subject to and governed by the terms and conditions of this Amendment, and this Amendment shall be construed and applied consistent with such intent and purpose. Notwithstanding the foregoing, the City shall not be prohibited or otherwise limited by this Amendment from asserting or otherwise maintaining in any future negotiation of a successor collective bargaining agreement that any term or condition of this Amendment is not a mandatory subject of bargaining.

3. To the extent the parties negotiate a successor contract to the Labor Agreement which provides for extension of the collective bargaining agreement in calendar year 2021 or 2022 and if the City provides a Self-Funded Health Benefit Plan in calendar year 2020 and if the City does so elect to extend the term of such successor collective bargaining agreement for calendar year 2021 or 2022, the Union may commence negotiations after receipt of notice of such election with respect to the terms and conditions of this Amendment by serving notice pursuant to Section 8-14, City Charter, on or before June 20, 2020 or June 20, 2021, as applicable. If the Union exercises such option to open negotiations with respect to the terms and conditions of this Amendment, no other provision of the collective bargaining agreement shall be opened for negotiations.

4. With respect to any provision relating to determining plan design during any subsequent calendar year negotiation for a successor collective bargaining agreement after 2020, including any reopening as set forth in above Section 3, the parties expressly stipulate and agree that the then current provisions for determining plan design shall govern the method and manner in which the plan design is selected for the following calendar year even though such provisions may be amended in the successor agreement.

5. Should the City elect to discontinue the Self-Funded Health Benefit Plan, the provisions of the Labor Agreement applicable to a fully-insured health benefit plan shall be reinstated.

6. Union expressly stipulates, acknowledges and agrees that City is materially relying upon the faithful performance of each and every provision of this Amendment, and without this Amendment, including each and every provision, the City would not consider proceeding with a transition from a fully funded health insurance plan to a Self-Funded Health Benefit Plan.

7. This Amendment represents the entire agreement between the Parties and supersedes all prior discussions and written agreements or understandings with respect to the subject matter of this Amendment. This Amendment may be amended only by an instrument in writing signed by the Parties. If any provision of this Amendment is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Amendment shall continue in full force and effect. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together constitute one and the same agreement.

8. This Amendment shall be construed in accordance with and governed by the laws of the State of Colorado.

9. This Amendment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

10. The persons signing this Amendment on behalf of Union represent and warrant that such parties and Union 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.

UNION  
INTERNATIONAL ASSOCIATION OF  
FIRE FIGHTERS, LOCAL NO. 3

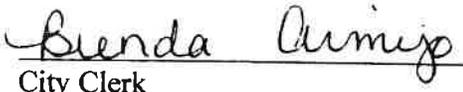
CITY  
Pueblo, a municipal corporation

By   
President

By   
Secretary

By   
Mayor

ATTEST:

  
City Clerk