

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF PUEBLO

AND

INTERNATIONAL BROTHERHOOD

OF POLICE OFFICERS

LOCAL 537

COMMENCING JANUARY 1, 2020

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ARTICLE 1. PREAMBLE

This Agreement is entered into by and between the City of Pueblo, hereinafter referred to as the "Employer" or the "City," and Local 537 of the International Brotherhood of Police Officers, hereinafter referred to as the "Union."

It is the purpose of this Agreement to maintain harmonious relations between the Employer and the Union; and 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.

ARTICLE 2. TERM OF AGREEMENT

This Agreement shall be effective January 2020, and all of its provisions shall remain fully effective through December 31, 2020 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 2020, or 2021, whichever 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 Article 16 of the Agreement and health insurance during each extended term shall be as provided or otherwise determined pursuant to Section 23.1 of the Agreement; provided, however, if the City Council approves the Amendment to transition to self-funding, the health insurance during each extended term shall be as provided or otherwise determined pursuant to said Amendment. 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, 2020 or June 21, 2021, as the case may be.

ARTICLE 3. RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent of all certified peace officers in the classified service of the Police Department employed by the City of Pueblo, with the exception of Captains, Majors and any other equivalent or higher class for the purpose of negotiating with the City with respect to wages, rates of pay, hours, grievance and disciplinary procedures which may result in arbitration, working conditions, and all other terms and conditions of employment of the Police Officers included in the bargaining unit as provided by Charter.

ARTICLE 4. MANAGEMENT RIGHTS

4.1 The Union recognizes the prerogatives of the City to operate and manage its affairs in all respects in accordance with its authority, discretions, responsibilities, and powers of authority as set forth under the Constitution and laws of the State of Colorado and the Charter of the City of Pueblo.

4.2 Except as otherwise specifically provided herein, the management of the City, the direction of the work force, including, but not limited to, the right to hire, to discipline or discharge for just cause, to decide job qualifications for hiring and promotion, to evaluate job performance for any employment-related purpose, to lay-off, to establish or abolish positions, to make rules and regulations governing conduct and safety, to determine the mission of the City and the means and methods by which it is to be achieved, to determine schedules of work, to subcontract work, together with the right to determine the methods, processes and manners of performing work, are vested exclusively in the City.

4.3 This Agreement, shall, in all respects, wherever the same may be applicable herein, be subject and subordinate to the provisions of the Charter of the City of

Pueblo. This Agreement is further subject and subordinate to all applicable statutes, constitutional provisions, and any revisions, amendments or newly adopted provisions of said statutes, Charter or constitutional provisions, as may hereafter be enacted.

ARTICLE 5. DISCRIMINATION

The Employer and the Union recognize that they are bound by State and Federal law prohibiting discrimination against any Employee because of the Employee's race, color, religion, sex, sexual orientation, ancestry, national origin, disability, engagement in lawful activities pursuant to C. R. S. § 24-34-402.5, age (as variously defined) or handicap. Additionally, the parties recognize the Charter provisions prohibit certain discrimination on the basis of politics and political affiliation.

ARTICLE 6. UNION BUSINESS LEAVE

Members of the Union as may be elected or designated as officers, stewards or members of the negotiating committee, to represent the Union shall be granted leave from duty, with no loss of pay, under the following terms and conditions during the term of this Agreement:

6.1 It is understood and agreed that although police officers may be paid while on Union business leave, they are not to be considered as being within the scope of their employment while travelling to, attending, or returning from, any meeting or convention.

6.2 The Union shall select not more than ten (10) Union Stewards whose names shall be furnished to the City and the Chief. Stewards shall, to a reasonable extent, be allowed duty time for the purpose of processing and discussing grievances. For each grievance, only one (1) Steward at any given time shall be allowed duty time in accordance with this Section.

6.3 Members of the Union's negotiations committee, not to exceed three (3), shall be granted leave from duty with no loss of pay or benefits for all meetings between the City and the Union for the purpose of negotiating directly or indirectly the terms of a successor Agreement.

6.4 EXECUTIVE BOARD. Elected officers of the Local to-wit: President, Vice-President, Secretary and Treasurer or members of the Executive Board, shall be granted Union Business Leave to attend meetings of the Union, within the City of Pueblo, if said meetings occur during a regular shift of those attending. The aggregate maximum of off duty shifts for all Officers and Executive Board members allowed under this Agreement shall not exceed thirty (30) per calendar year. It is understood that those officers granted Union Business Leave under this Section shall be on call during attendance at such Union meetings. An elected officer of the Union shall be granted Union Business Leave from duty, upon his request, when his performance of duties for the Union by attendance at arbitration or participation in collective bargaining have significantly reduced his ability to perform his regular duties.

6.5 The privileges granted herein shall not be abused, or unreasonably exercised.

6.6 Union officers and stewards using paid Union Business Leave shall notify their supervisor when leaving duty and when reporting back to duty.

ARTICLE 7. RULES AND REGULATIONS

The Union agrees that its members shall at all times be bound by and comply with all Police Department rules and regulations, as same may be amended from time to time, including those relating to conduct and work performance. Such rules and regulations shall

not be in conflict with applicable Colorado or federal law or the express terms of this Agreement.

ARTICLE 8. STRIKES

8.1 Employees in the bargaining unit are prohibited from engaging or participating in any strike, work stoppage, work slowdown, or mass absenteeism involving employees of the City of Pueblo or the City of Pueblo.

8.2 The Union agrees not to engage in such action nor to encourage or condone or participate in any such activity by employees in the bargaining unit.

8.3 Nothing contained herein shall be construed to affect the right of the City to enforce this Article through judicial process.

ARTICLE 9. SAFETY

9.1 The City agrees to establish a safety committee consisting of at least two (2) representatives of the Union and two (2) representatives of the Command Staff of the Police Department.

9.2 The safety committee will consider and make recommendations to the Police Department concerning matters affecting the safety of police officers, including, but not limited to: the design and equipment of police vehicles, safety improvements to vehicles, chase procedures and design and utilization of police equipment.

9.3 The safety committee shall convene within a reasonable time after a request for a meeting by a member of the committee. Any request must indicate in writing the subject to be taken up at the meeting. The City or the Union will submit a written response on matters raised by the other party within ten (10) days after the meeting.

9.4 If feasible, within the budget and administrative control of the Police

Department, department personnel will implement recommendations of the safety committee. If within control of the Union, the Union will cause to be implemented the recommendation of said committee.

9.5 When a police officer has reasonable grounds to believe that his assigned vehicle is unsafe, he may request an immediate inspection by his supervisor, and submit a written complaint, if desired.

ARTICLE 10. TRAINING

10.1 The City shall provide such in-service training in matters relating to police duties and obligations as the City, in its sole discretion, deems necessary and desirable. A minimum level of 40 hours training per year is deemed desirable, but not mandatory, by the parties. Training may include activities other than classroom training related to an officer's duty assignment.

10.2 Whenever the Chief receives notice of any special training school in the law enforcement field, he shall place a copy of it in the Police Union Box or some similar designated place at the Pueblo Police Department Building, 200 South Main Street, Pueblo, Colorado, utilized in transmitting written communications from the Police Department to the Union. Any police officer desiring to attend such school may apply to the Chief in writing for permission to do so. The Chief has the right to send or not to send any officer to such school and to select which officer (if any) will attend the school.

10.3 The City recognizes its responsibility to maintain requirements for firearms training and practice.

10.4 The City shall make available ammunition at its expense for any City mandated firearm training and practice. Additionally, for the purpose of practice, the City

shall provide to each sworn officer fifty (50) rounds of handgun ammunition (of the appropriate caliber each officer carries in his or her duty weapon) quarterly and twenty (20) rounds of rifle or carbine ammunition of the appropriate caliber, quarterly, for each officer who qualifies to use a long gun on duty.

10.5 The Union may make recommendations to the Chief of Police concerning in-service training matters. The failure of the Chief of Police to implement such recommendations shall not initiate grievance or arbitration procedures under this Agreement.

ARTICLE 11. TRAINING OFFICER

Police Training Officers in the Operations Bureau working a 4 by 10 work schedule shall be selected by the City based upon the City's judgment relative to experience, knowledge and ability to effectively supervise and train. Such officers shall receive the sum of twenty-five dollars (\$25.00) for each work shift during which they perform duties as a Police Training Officer.

ARTICLE 12. EDUCATIONAL INCENTIVE

12.1 Upon recommendation of the Chief and after prior written approval of the Mayor, the City of Pueblo shall reimburse a permanent, full-time employee upon successful completion of an approved course or courses in educational or vocational training. The course for training must be related to the work, be designed to improve competence in the job, and be of value to the employee's services to the City. The amount to be reimbursed shall be seventy-five percent (75%) of the actual cost of tuition, fees and books actually paid for by the employee. If an employee is laid off during a period of time he is attending school, such employee shall receive the reimbursement on a pro-rata basis

to the date of such lay-off.

12.2 In addition to any other compensation to which a police officer may be entitled, each officer shall receive an annual education incentive in accordance with the table set forth below, provided that the officer has at least one year of service with the City of Pueblo, that officers initially hired on or after January 1, 1996, are not eligible to receive any education incentive at the thirty semester hours level and that the other conditions of this Article are met:

- 30 semester Hours - \$200.00;
- Associate Degree - \$400.00;
- Bachelors Degree - \$600.00;
- Masters Degree - \$800.00.

Laid off employees eligible for the above compensation shall receive a pro-rata payment for that portion of the year in which they are laid off.

12.3 Educational incentive will only be paid to officers whose education is related to law enforcement work. Additionally, it is the responsibility of the officer to advise the City of the level of payment to which he is entitled and to present substantiation of the completed course work for which he claims credit. An employee shall be paid only the amount of money listed for the highest of the levels he attains listed in Section 12.2.

ARTICLE 13. UTILIZATION OF SPECIAL SKILLS

The City recognizes that certain police officers, by their own initiative, may have obtained special skills and knowledge applicable to law enforcement work. Police officers possessing such special skills and knowledge must advise the Chief in writing of their possession of such special skills and knowledge and the manner in which they were

obtained. The City reserves the right, if it is in the City's best interest, to utilize such special skills and knowledge. Officers assigned as SWAT Officers shall be paid one hundred dollars (\$100.00) for each month in which such officers respond as SWAT Officers to a SWAT call-out. Officers assigned as Ordnance Technicians shall be paid one hundred dollars (\$100.00) for each month in which they are required to respond as Ordnance Technicians to remove or dispose of a suspected explosive or incendiary device. Officers who are designated as "bilingual officers" by the Chief of Police will be paid an additional fifty dollars (\$50.00) per month. In order to be designated as a "bilingual officer," an officer must meet the competency level required by the City in the language designated by the City. In order for an officer to be called upon to act as a translator, the officer must be a designated "bilingual officer."

ARTICLE 14. APPOINTMENTS

14.1 All entrance appointments shall be probationary from the date of hire until one year following the date of graduation from the Police Academy. Appointees who are probationary employees for greater than one year shall be eligible for annual advancement in pay grade provided such employee's service has been determined by the Chief of Police to be satisfactory. All promotional appointments shall be probationary for a period of six (6) months.

14.2 The following minimum service requirements with the City of Pueblo shall be prerequisite to Civil Service Commission Police Department Promotional Examinations.

14.2.1 RESERVED

14.2.2 For sergeant, four (4) years total service since the last date of hire as

a police patrol officer or corporal;

14.2.3 For captain, two (2) years service as a sergeant since the last date of promotion.

14.2.4 For the purpose of this Article, periods of time during which an employee is off work or reduced in class due to a reduction in force, shall not constitute service. However, reinstatement subsequent to such a reduction in force shall not constitute a new date of hire or promotion hereunder.

14.3 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 five (5) highest ranking persons on the appropriate eligible list.

(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 five names appear or remain on an eligible list, the Mayor may either request that the Commission establish a new eligible list, or may accept a certification of less than five 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.

(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 five (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.

14.4 Corporals shall be appointed pursuant to this section without examination or selection pursuant to the other provisions of this article. When a vacancy in such a position occurs, and the City decides to fill such vacancy, the person with the greatest continuous length of service as a patrol officer shall be appointed to such position. For the purpose of this Article, it will be understood that Corporal is a pay grade and not a rank.

14.5 All promotional appointments shall be probationary for a period of six (6) months. If the Chief of Police determines that an employee during such period has not fulfilled the requirements of the position, he may demote such employee to his former position. Such demotion shall be subject to appeal to the Civil Service Commission pursuant to the ordinances and Charter of the City and shall be sustained unless the Commission, after hearing, determines the action of the Chief constituted an abuse of discretion. Such a demotion shall not be subject to grievance and arbitration under this agreement.

ARTICLE 15. REDUCTION IN FORCE

15.1 A reduction in the number of police officer positions in any class shall be made in the following order:

Part-time

Probationary

Permanent

15.2 Probationary and permanent police officers shall be laid off in reverse order of their seniority in the class being reduced.

15.3 A laid off employee shall have the right to displace an employee in a lower class with less seniority based on the total length of continuous service with the Police Department. Displacements shall be made and determined simultaneously as of the effective date of any reduction in force, but after all reductions in force are made under Section 15.2 hereof.

15.4 Prior to the effective date of any reduction in force under this Article, the City will meet with a representative of the Union to discuss and consider possible alternatives to, and the impact of, the reduction in force, but the parties recognize that any proposals offered by the Union within this context shall relate only to mandatory subjects of bargaining. The failure of any party to reach agreement on any matter raised at a meeting held pursuant to this section shall not be indicative of bad faith, nor shall such failure initiate the grievance or arbitration procedures under this Agreement.

15.5 A laid off employee or an employee who has been displaced by a more senior employee pursuant to Section 3 of this Article, shall have available to him reinstatement rights to any interim class, whether previously held or not, based on total department seniority, until he returns to the class he held immediately prior to the reduction in force, before any other method is used to fill any vacancies in such interim classes.

ARTICLE 16. SALARY

Effective January 1, 2020, the monthly pay rate for each class, grade, step or position

of employees covered by this Agreement shall be increased by 3.25% over the amount set by Ordinance establishing the 2019 pay levels.

Effective January 1, 2021, the monthly pay rate for each class, grade, step or position of employees covered by this Agreement shall be increased by 2.75% over the amount set by Ordinance establishing the 2020 pay levels.

Effective January 1, 2022, the monthly pay rate for each class, grade, step or position of employees covered by this Agreement shall be increased by 2.5% over the amount set by Ordinance establishing the 2021 pay levels.

ARTICLE 17. OVERTIME COMPENSATION

17.1 Police officers shall be compensated for authorized overtime work at the rate of time and one-half. Such overtime shall be paid for all hours worked in excess of forty (40) hours in a workweek. With the exception of compensatory time off, vacation and paid personal leave actually taken, paid hours not actually worked shall not be counted as hours worked for purposes of calculating and paying overtime compensation. There shall be no duplication or pyramiding of overtime pay and employees shall not be paid more than once, for more than one reason or under more than one provision of this Agreement for the same hours worked.

17.2 Upon his request, a police officer may be granted by the Chief, compensatory time off with no loss of pay or benefits in lieu of cash compensation for overtime. Whether or not compensatory time off is allowed to accrue, in lieu of overtime pay, shall be at the sole and absolute discretion of the City.

17.3 A police officer who is called back to work after the completion of his

regularly scheduled shift, and before the start of his next regularly scheduled shift, shall be paid at the appropriate overtime rate for a minimum of two (2) hours for such call back, unless such call back is to complete evidence records that should have been completed during his regularly scheduled shift or to correct errors in reports filed by him during his regularly scheduled shift. An officer who receives such a call one and one half hours, or more, before the start of his next regularly scheduled shift shall be entitled to the minimum payment or his overtime compensation for the actual hours so worked, from the time of the call, whichever is greater. If the officer is called less than one and one half hours before the start of his next regularly scheduled shift, he shall be entitled to compensation, at his overtime rate, only for the actual time worked, commencing at the time of the call. Officers called back for such purpose (correct records or errors) shall be paid overtime only for those hours actually worked during such call back. However, no officer shall be called back to complete or correct evidence records or reports unless such call back is reasonably necessary to the processing of an on-going investigation. A police officer who is requested to report early or to remain after a regularly scheduled shift, and such time is contiguous with the regularly scheduled shift, shall not be considered to be on call back.

17.4 Except upon twenty-four (24) hours notice, and when required by unusual manpower needs, no police officer's regular work schedule shall be changed for the purpose of avoiding the payment of overtime.

17.5 The City has the right to require overtime to be worked as necessary; provided, however, the City shall solicit volunteers for any of the following assignments outside of the prescribed work schedule of a police officer, which assignments shall, for purposes of reference herein, be identified as "voluntary overtime assignments" even

though same may not result in overtime pay under the above Section 17.1:

A. *Extra Duty* is voluntary overtime assignment for the benefit of a third party which requires the services of police officers and pays fees to the City for such services.

B. *Special Assignment* is voluntary overtime assignment for other than regular patrol duty, for such assignments as providing security for special events or persons, providing traffic safety for road construction projects, underage drinking and grant duties that exceed the capabilities of the specialized unit administering the grant.

C. *Regular Patrol* is voluntary overtime assignment for a full shift, filling in for a Patrol Officer, Corporal or Sergeant position on one of the patrol watches.

D. *Major Parade* duty is voluntary overtime assignment for parades such as the Fiesta Parade, State Fair Parade or the Festival of Lights.

17.6 Lists shall be created for those officers who desire to be eligible for voluntary overtime assignments. With respect to each list, officers shall provide one telephone contact number capable of receiving text messages by which they shall be contacted for voluntary overtime assignments. When the overtime list is used, the City will text all the numbers on the appropriate overtime list with information regarding when the overtime is to occur. Officers on the list will have one hour in which to contact the originating Sergeant or Captain to indicate they are willing to accept the overtime. The officer who responds to the request and is highest on the list will be granted the overtime. Once an officer is selected, the officer shall be rotated to the bottom of the applicable list. Officers must respond within one hour of the text to be considered.

Subject to the requirements of this Section, lists required by this Agreement and in existence at the beginning of the term of this Agreement shall continue in effect. Any

officer who subsequently provides a qualifying telephone number in the manner above noted shall be placed at the bottom of the applicable list as it exists on the date of receipt of the e-mail. A copy of each list shall be served upon the Union President by electronic mail on an annual basis.

17.7 For extra duty overtime assignments, there shall be a single list upon which Patrol Officers, Corporals and Sergeants may place their names.

17.8 For special assignment voluntary overtime duties there shall be one list upon which Patrol Officers and Corporals may place their names, with the exception of DUI enforcement assignments, for which a separate list shall be created and will be administered in accordance with the rules outlined in Section 17.6 regarding selection for assignments.

17.9 For regular patrol voluntary overtime assignments there shall be eight (8) lists. There shall be a Sergeant list for each start time and a Patrol Officer/Corporal list for each start time with the officer signing up for the watch(es) he or she is willing to work if called for overtime.

17.10 For major parade voluntary overtime assignments sign-up lists shall be circulated through the Police Department's email system and the assignment shall be assigned on a first come, first serve basis. If insufficient Patrol Officers and Corporals sign up, then the sign up list may be circulated a second time for Sergeants.

17.11 When the need for overtime in patrol is determined during the shift prior to the vacancy, the City shall ask for volunteers for such assignment from among those officers then working patrol. If there are more such volunteers than positions available, the positions shall be allocated upon the basis of departmental seniority. If there are an

insufficient number of volunteers, the City shall utilize the appropriate voluntary overtime list. With respect to overtime assignments which cannot be filled voluntarily after utilizing the appropriate voluntary overtime list, the City shall maintain and utilize a separate list of officers ranked in order of seniority for each shift ("Forced Overtime List"). Selection shall be made as equally as practical among officers on the shift prior to the shift in which the vacancy shall occur according to least seniority; provided, however, any officer on said shift may volunteer to accept the overtime assignment although the City shall have no obligation to solicit such a volunteer. Once an officer is selected, such officer shall be rotated to the bottom of the list. An officer who volunteers for selection shall be rotated to the bottom of the list just as any other selection. To the extent reasonably practical, the City shall provide one hour advance notice to an officer selected for the assignment on a non-voluntary basis. The failure to provide such notice, however, shall not be subject to the grievance and arbitration procedure of the Labor Agreement. The City may bypass an officer when the City reasonably believes, based upon the total hours previously worked by the officer, that such selection would not be in the best interest of the City. On January 1, April 1, July 1, and October 1 of each calendar year of this Agreement, the Forced Overtime List shall be reset and adjusted in order of seniority for each shift so that the least senior officers are at the top of the list and the most senior officers are at the bottom of the list.

17.12 The parties recognize that an employee's performance of duty during a voluntary overtime assignment is subject to all the requirements normally applicable to officers in such positions and that he/she may be subject to discipline for just cause.

17.13 Reserved.

17.14 Requests for the use of accrued comp time shall be granted if they are filed with the designated representative of the City at least seven (7) days prior to the start of such leave; provided, however and notwithstanding any provision of this Agreement to the contrary, requests for use of accrued comp time for any holiday or the day of the NFL Super Bowl and the day preceding and following such dates must be filed at least 30 days but not more than 45 days in advance and must not create an undue disruption. In the event there are multiple competing request for one or more slots for which comp time may be granted, such competing requests shall be approved on a first in time basis, i.e. first come first served. It is understood and acknowledged that use of accrued comp time for any holiday or the day of the NFL Super Bowl and the day preceding and following such dates has historically created an undue disruption for the Department, and as such, any denial of the request to use comp time on such dates whether based upon its untimeliness or because it creates an undue disruption shall not be subject to the grievance and arbitration procedure of this Agreement.

17.15 Requests for the use of comp time filed less than seven (7) days prior to the proposed leave shall be reviewed by the officer's Captain and shall be granted if said Captain finds that circumstances reasonably allow for such leave.

17.16 The granting of comp time leave for an officer shall not cause the cancellation of previously approved personal day or vacation leave for any other officer.

17.17 A request for personal day leave or vacation leave (other than that which is predetermined through the annual sign-up process) shall be granted or denied within seven (7) days of the filing of such a request.

17.18 Except for requests with respect to use of accrued comp time for any holiday

or the day of the NFL Super Bowl and the day preceding and following such dates, no request for any type of leave will be accepted if submitted more than thirty (30) days in advance. Provided, however, requests for leave may be submitted more than thirty (30) days in advance for the purpose of scheduling events or travel that reasonably require more substantial advance planning. Such early leave requests shall be submitted with a memorandum of explanation and shall not be unreasonably denied.

ARTICLE 18. RATE OF PAY AND APPOINTMENT TO TEMPORARY DUTY IN A HIGHER CLASS

18.1 General Requirements. When an employee is assigned to work in a higher classification for a period of one hour or more, the employee shall be paid one hundred percent (100%) of the difference in pay between his normal class and the class in which he is acting for the actual period of such service. The methodology for appointment to temporary duty in a higher class shall be that found at Section 6-5-7(d) of the City Ordinances in effect on August 1, 1981, provided the Chief may first make such assignment from reinstatement lists, and provided further that employees serving a promotional probationary period shall not be eligible for work in a higher classification and provided finally that the names of officers so appointed are from a list in the appropriate working unit of employees who have indicated their willingness to accept such appointments without restriction regarding the duty assignment of the higher position; and for temporary appointment to acting Captain duties, Sergeants shall have their seniority calculated from their last appointments as Sergeants. An officer assigned to such a higher class shall remain in such temporary assignment until the end of the work shift or until he or she is relieved of such step-up duty by an officer holding the higher rank, whichever comes first.

Officers who are willing to accept and work a position, temporarily, in a higher classification shall submit their names to the appropriate Watch Commander at the beginning of the year. Officers who have been disciplined within the last year, defined as a Letter of Reprimand or greater, are not eligible for step-up to a higher classification for a period of one year after imposition of the discipline.

Watch commanders are cognizant of the span of control, and will use reasonable efforts to fill vacant Sergeant positions.

18.2 Captains. The methodology for appointment to temporary duty in the classification of Captain shall, in addition to the general requirements in Section 18.1, be subject to the following specific requirements:

(a) The most senior Sergeant on duty by regular assignment shall be selected for appointment to temporary duty in the classification of Captain. If no such Sergeant is on duty, the most senior Sergeant on duty by voluntary or forced overtime assignment shall be selected for appointment to temporary duty in the classification of Captain. Any such appointment shall be herein referred to as the "Initial Step Up Captain"; and

(b) Such temporary assignment as acting Captain shall continue until the earliest of the following events:

(i) A Captain relieves the Initial Step Up Captain;

or

(ii) The duty assignment of the Initial Step Up Captain ends.

(c) In no event will a corporal or patrol officer ever be assigned as acting Captain without the authorization of the Chief of Police.

(d) In no event will the City assign an employee to work in the higher classification

of captain when there is at least one captain on duty in the Operations Bureau without the authorization of the Chief of Police.

18.3 Sergeants. The methodology for appointment to temporary duty in the classification of Sergeant shall, in addition to the general requirements in Section 18.1, be subject to the following specific requirements and clarification:

(a) The most senior corporal or patrol officer on duty by regular assignment only and not by voluntary or forced overtime assignment, shall be selected for appointment to temporary duty in the classification of Sergeant (the "Acting Sergeant"); and

(b) Such temporary assignment as Acting Sergeant shall continue until the earliest of the following events:

(i) An actual Sergeant relieves the Acting Sergeant; or

(ii) The regular duty assignment (watch/shift) of the Acting Sergeant ends.

(c) For purposes of clarification for this Section 18.3, a "watch" shall be considered equivalent to a "shift" as that term is used in Section 6-5-7(d) of the City Ordinances and as referred to in Article 18 of the CBA between the parties.

(d) In the event that a Sergeant position starts at a different time from the start time of the rest of that Sergeant's watch, the vacancy shall be deemed to have occurred on that Sergeant's watch – not a different watch. Example: Patrol Watch 3 Sergeant normally begins one-half (1/2) hour prior to the beginning of the rest of Watch 3. If that Watch 3 Sergeant is absent and a Corporal or Patrol Officer is Stepped Up, then the Stepped Up Corporal or Patrol Officer shall be made on Watch 3 and not from Watch 2 – even though the vacancy occurs during Watch 2's normal watch or shift time.

ARTICLE 19. COURT TIME

All required time spent by a police officer in judicial proceedings arising out of his employment shall be considered authorized overtime work if it occurs at any time other than during such officer's scheduled duty hours. Such court time shall be compensated at the rate of time and one-half in cash for a minimum of two hours. If a police officer is required to participate in such judicial proceeding or hold himself available for such participation during the period of time commencing with the next calendar day following the officer's last work day, prior to a period of vacation and ending with the day before the officer's first work day after a period of vacation, such officer shall have the option of receiving cash payment at the rate of time and one-half or receiving cash payment at the rate of one-half time and one vacation day added to his accrued vacation credit for each day participating in such judicial proceedings or waiting for such proceedings. Officers who receive a subpoena for appearance at a judicial or administrative proceeding and later request or schedule a personal holiday or vacation day on the date for which they have been subpoenaed shall not be entitled to restoration of a vacation day or holiday. Provided, however, court appearances on regularly scheduled days off, immediately adjacent to a period of vacation of one shift or less, shall entitle the employee only to a cash payment at the rate of time and one-half. The option hereinabove set forth shall be applicable to even one vacation day. When a police officer on injury leave or sick leave is required to participate in a court related proceedings as outlined herein, such participation shall be construed to have occurred during a period of time that would fall within the officer's regular work schedule. In no event shall an officer be paid more than time and one-half for Court time under this Article.

ARTICLE 20. RESERVED

ARTICLE 21. UNIFORM ALLOWANCE

21.1 Each member of the Police Department required to do so by the Chief shall furnish and wear such uniforms as may be prescribed by the regulations of the Police Department. The style and color of shirt, pant and jacket in use as of April 1, 1994, shall continue to be prescribed during the term of this Agreement.

21.2 In January of each year, the sum of Four Hundred Fifty Dollars (\$450.00) shall be paid to each employee of the Police Department included in the bargaining unit as a uniform allowance. In the event such employee leaves the service of the City during the ensuing year, the sum of Thirty Seven Dollars and Fifty Cents (\$37.50) shall be deducted from such employee's final salary payment for each month remaining in that calendar year.

ARTICLE 22. AUTOMOBILE ALLOWANCE

A police officer who is required and specifically authorized by the Chief to operate his personally owned automobile in conduct of City business shall be paid mileage at the allowed, standard mileage rate, deductible as a business expense under the Internal Revenue Code for such travel. No Police Officer shall be required to use his personally owned automobile on stakeout detail or for any similar purpose.

ARTICLE 23. INSURANCE

23.1 HEALTH BENEFIT PLAN

23.1.1 The City will obtain a health benefit plan covering the employees in the bargaining unit under the procedures and conditions set forth in this Article. For an employee covered by an individual plan, the City will contribute monthly 95% of the total cost towards such individual's coverage but not to exceed \$824.67. For an employee covered by a single plus spouse, single plus child or children or family plan, the City shall

contribute monthly 78% of the total cost towards the cost of such family plan but not to exceed \$1,433.75 with respect to a single plus spouse plan or \$1,303.40 with respect to a single plus child or children plan or \$1,680.72 with respect to a single plus family plan (collectively the "Contribution Cap"), in addition to the \$25.00 per month dental insurance contribution provided herein; provided, further, that if the employee elects coverage under a PPO or indemnity option, the City's contribution to payment for such PPO or indemnity option shall be in the same dollar amount as if the employee had elected coverage under the HMO option at the same tier level. For calendar year 2020, 2021 and 2022 and subject to and conditioned upon the Union agreeing to health benefit plan(s) specifications recommended and approved by the City which are less than those in effect on December 31, 2001, the Contribution Cap applicable to each coverage tier, i.e. individual, single plus spouse, single plus child or children or family coverage tier, shall be increased by fifty percent (50%) of any increase between the HMO Tier 1 premium for such coverage tier in the current year and the HMO Tier 1 premium for such coverage tier in the subsequent year.

23.1.2 The City and the Union will form a joint insurance consultation committee composed of not more than two representatives designated by each. Nothing in the language of this Article shall be interpreted to preclude the participation of representatives of the bargaining agents of other bargaining units, from participating in the consultations of the committee. All meetings with representatives of health care plans, for the purpose of discussing bid specifications and plan structure, shall be conducted by and with the committee.

23.1.3 The committee shall confer regarding bid specifications and the letting of bids for the health benefit plan required under this Article. Such bid specifications shall

include, but not be limited to, the following:

- a) Deductibles;
- b) Copayments;
- c) Coverage;
- d) Benefits;
- e) Specialist referrals, location, and availability;
- f) Participation eligibility;
- g) Physicians available under the plan;
- h) Options;
- i) Tiers.

23.1.4 The City shall solicit bids for the health benefit plan based upon the bid specifications. The City shall award the contract(s) for the health benefit plan to those bidders, who meet bid specifications at the lowest aggregate premium cost for all options required under the bid specifications, including the specifications of any self insurance plan, provided however any health benefit plan(s) specifications shall be at least equal to the plan(s) in effect on December 31, 2001.

23.1.5 Nothing in this Article shall preclude other City of Pueblo employees or bargaining units, City of Pueblo Transportation Company employees or City of Pueblo, union-exempt, supervisory employees from participating in the health benefit plan provided pursuant to this Article. Nothing shall preclude the City from utilizing a City self-insurance plan for the health benefit plan required under this Article; provided, however, the City shall retain the services of a third party administrator to manage such plan; the third party administrator shall be selected upon the basis of requests for professional proposals; and

the parties shall share in any reimbursement from the plan, based upon utilization, in the same proportion that the costs were shared.

23.1.6 The consultations of the committee established under Section 23.1.2 of this Article shall not be subject to the grievance or arbitration procedure of this Agreement.

23.2 DENTAL COVERAGE

23.2.1 The City will pay up to twenty-five dollars (\$25.00) per month toward the full cost of individual or family dental coverage.

23.2.2 The City will provide a dental plan with no deductible.

23.3 Police officers who retire or are laid-off during the term of this Agreement may retain the insurance coverage provided for herein by assuming the full cost of the premiums for such insurance.

23.4 The City will continue to maintain the cafeteria plan established during the predecessor contract or a cafeteria plan substantially equivalent thereto. The benefits of the plan shall be consistent with Section 125 of the Internal Revenue Code and mutually acceptable to the parties. The payment of administrative costs shall be determined by the committee established under this Article. If the committee is unable to reach an agreement on any aspect of the plan, the City will be free to implement the approach supported by its representatives during committee discussions.

23.5 If a police officer is killed in the line of duty, the City shall pay the full cost of health insurance and dental coverage for the employee's surviving spouse and children. Such payments for the surviving spouse will end two (2) years after the employee's death or upon the spouse's remarriage, whichever occurs first. Payments for a child will end two (2) years after the employee's death or upon the child reaching the age of nineteen

(19) years, whichever occurs first.

ARTICLE 24. MILITARY LEAVE

Any permanent employee who presents official orders requiring his attendance for a period of training or active duty as a member of the United States Armed Forces shall be entitled to military leave for a period or periods not to exceed a total of six months in any consecutive two years, and he shall be entitled to full pay from the City for such period. Military leave shall be in addition to, and may not be concurrent with, authorized vacation leave. If an employee receives multiple (two or more) orders for deployment for extended periods of six (6) or more months in a three year period, the following provision shall apply to the second or subsequent deployment: Any base pay received by the employee from the military for his regularly scheduled city work days during which he is placed on military leave status, excluding additions to base pay, and travel and meal allowance, up to an amount equal to the military leave pay provided to him by the City, shall be paid by the employee to the City.

ARTICLE 25. VACATION LEAVE

25.1 Every police officer with less than five (5) years completed continuous service with the City shall accrue vacation leave at the rate of ten (10) hours for each completed month of service.

25.2 Every police officer with more than five (5), but less than ten (10) years of completed continuous service with the City shall accrue vacation leave at the rate of twelve (12) hours for each completed month of service.

25.3 Every police officer with more than ten (10), but less than fifteen (15) years of completed continuous service with the City shall accrue vacation leave at the rate

of fourteen (14) hours for each completed month of service.

25.4 Every police officer with more than fifteen (15) years of completed continuous service with the City shall accrue vacation leave at the rate of sixteen (16) hours for each completed month of service.

25.5 The vacation leave above provided shall be in addition to any and all vacation leave accrued pursuant to the provisions of Article 26 (Holidays) of this Agreement.

25.6 Credit for vacation leave may be accumulated to a maximum of twice the amount accrued annually by the particular police officer at any one time, and such leave may be granted in minimum and maximum periods as provided by the Chief, with the approval of the Mayor; provided, however, that vacation leave will not be granted in excess of credit therefor earned prior to the starting day of leave.

The Chief shall keep the necessary records of vacation leave allowance. Vacation schedules shall be worked out between the Chief and the police officers. The police officer in the classification with the longest consecutive length of service with the Department shall be given first choice, the next senior police officer second choice, and the like for succeeding conflicts, if any. Each police officer shall be assigned the dates on which he/she is required to sign for first and second vacation choices. Each police officer will be made aware of his/her selection dates by a notice attached with his/her pay check for October. Selections shall commence on November 10. If an officer fails to sign up for vacation on the assigned dates, he/she will be passed, until he/she signs the selection list. The dates should be spread out, with one officer scheduled each day in each working unit. The failure of an officer to sign for vacation on his/her assigned dates shall not be grievable pursuant to this Agreement, as long as the City maintains records showing that the notice required

hereunder was attached with his/her pay check.

25.7 For the purpose of calculating accrual of vacation leave, the term "continuous service" shall mean the total number of years of completed service with the City of Pueblo in any employment capacity, without a separation from said service. Leave, suspensions, and periods of time during which a police officer is laid off due to reduction in force shall not be considered as breaking the continuous nature of his service, but neither shall such periods of time during which said police officer is laid off be included in the computation of the number of his completed years of service with the City. Any police officer who voluntarily terminates his service as a police officer and subsequently returns to duty as such shall have his continuous service counted from the date of his return.

25.8 At his written request, a police officer annually shall be paid in money the equivalent of up to eighty (80) hours of vacation time. Following submission of a written request, a Personnel Action Form ("PAF") will be generated to initiate the payment. The Police Department will keep written requests on file and the City will honor all signed forms accordingly by duly paying such vacation time, assuming sufficient vacation balance is available to the Police Officer. If the approved written request and PAF are received by the City Finance office prior to the 20th day of any month, the payment for such vacation will be issued on the date of the normal payroll distribution in the same month. If the approved written request and PAF are received by the City Finance office after the 20th day of any month, payment for such vacation time will be issued the following month. Such payments will occur on the normal payroll distribution date in accordance with the submission deadlines above in the form of a separate check. Every effort will be made to process such requests in a timely fashion. In the event of an emergency, a Police Officer may be paid the

equivalent in money for such vacation leave as he is entitled to for that year, with the approval of the Mayor.

25.9 Upon separation for any reason of an employee from the service and employment of the City of Pueblo, the employee shall be paid at his regular rate of pay, immediately for the amount of accrued vacation leave standing to his credit as of the effective date of his separation. In the event of death of a police officer, such sums shall be paid to the beneficiary designated by the officer and if no beneficiary is designated to the surviving spouse of the officer. In the event there shall be no surviving spouse, then such sums shall be paid to the estate of such employee.

ARTICLE 26. HOLIDAYS

26.1 The following days are Holidays for the purposes of this Agreement:

- (a) The first day of January (New Year's Day)
- (b) The third Monday in January (Martin Luther King Day)
- (c) The third Monday in February (Presidents' Day)
- (d) The last Monday in May (Memorial Day)
- (e) The fourth day of July (Independence Day)
- (f) The first Monday in September (Labor Day)
- (g) The second Monday in October (Columbus Day)
- (h) The fourth Thursday in November (Thanksgiving Day)
- (i) The day after Thanksgiving
- (j) The twenty fifth day of December (Christmas Day)
- (k) Any day that may be designated as a holiday by proclamation of the President of the City Council.

26.2 Police Officers shall not be entitled to any Holiday benefits as such but shall receive eight (8) hours of vacation at the end of each completed year of service for each holiday heretofore enumerated.

26.3 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. This section shall not apply to any employee whose hours of employment on the day of the election are such that there are three (3) or more hours between the time of opening and the time of closing of the polls during which the employee is not employed on the job.

26.4 Credit for vacation leave accrued under Section 26.2 of this Article may be accumulated to a maximum of twice the amount accrued annually by the particular Police Officer at any one time.

26.5 Employees may take sixteen (16) hours of personal leave during the calendar year. Such time shall not accumulate; employees, however, may submit a written request to be paid for these sixteen (16) hours of personal leave on an annual basis. The Police Department will keep written requests on file and the City will honor all signed forms accordingly by duly paying such personal holiday time. If the approved written request and PAF are received by the City Finance officer prior to the 20th day of any month, the payment for such personal holiday will be issued on the date of the normal payroll distribution in the same month. If the approved written request and PAF are received by the City Finance office after the 20th day of any month, payment for such personal holiday time will be issued the following month. Such payments will occur on the normal payroll distribution date in accordance with the submission deadlines above in the form of a separate check. Every effort will be made to process such requests in a timely fashion.

ARTICLE 27. SICK LEAVE

27.1 Sick leave shall be accrued by each permanent full time police officer at the rate of twelve (12) hours for each month of completed full time service for the City of Pueblo to a maximum of one thousand and six hundred (1,600) hours. An employee hired on or after January 1, 1996 shall accrue sick leave at the rate of ten (10) hours for each month of completed full time service for the City of Pueblo to a maximum of one thousand and six hundred (1,600) hours.

27.2 Paid sick leave to the extent the same is accrued and unused shall be granted to police officers in case of actual illness, injury or disability of the police officer, occurring without negligence of the police officer; or for a maximum of three (3) work days in each consecutive twelve (12) months for illness of the employee's spouse, child, parent, parent-in-law, or member of the employee's household, subject to verification thereof. A medical certificate subscribed by the treating physician on forms supplied by the City shall be required for any absence for which paid sick leave is claimed by the employee for his own illness, injury or disability exceeding three consecutive working days; provided, further, the Mayor, or the Chief in any case of suspected abuse of sick leave privileges, may require such medical certificate for any absence for which paid sick leave is claimed by the employee. Requests for sick leave for an officer's last scheduled work shift before a vacation or scheduled time off, or for his first regularly scheduled work shift after a vacation or scheduled time off may be indicative of such abuse. Use or attempted use of paid sick leave benefits for any reason other than actual illness or disability shall be deemed an activity unbecoming an employee of the City. Disability caused by injury while on duty shall be compensated as otherwise provided.

27.3 Upon separation for any reason, other than death, discharge, or retirement an officer hired prior to January 1, 1996, whose sick leave accumulation exceeds six hundred (600) hours shall be paid at his regular rate of pay for the amount of sick leave accumulated over six hundred (600) hours but not to exceed six hundred (600) hours.

27.3.1 Upon separation due to retirement or death, an officer hired prior to January 1, 1996, shall be paid at his regular rate of pay for all accumulated sick leave, but not to exceed nine hundred and sixty (960) hours. For the purpose of this section, an officer separating by resignation or lay-off, after twenty or more years service, shall be considered to be retiring.

27.3.2 In the event of death, such sum shall be paid to the beneficiary designated by the employee and, if no beneficiary is designated, to the surviving spouse of such employee. In the event there shall be no surviving spouse, then such sum shall be paid to the estate of such employee.

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

27.3.4 Employees hired on or after January 1, 1996 shall not be reimbursed for unused sick leave upon separation.

27.3.5 Reserved.

27.3.6 Employees who have at least 15 years of service and nine hundred and sixty (960) hours of accrued, unused sick leave to their credit, may annually sell back up to eighty (80) hours of sick leave for 1/2 pay. The number of sick leave hours sold back to the City shall be deducted from the employee's accrual, but his accrual will be increased by future sick leave accrued but unused, to the maximum of one thousand and six hundred

(1,600) hours. The amount of hours available for buy back under Sections 27.3 and 27.3.1 shall be permanently reduced by one half of the hours sold back to the City. The Police Department will keep written requests on file and the City will honor all signed forms accordingly by duly paying such sick time. If the approved written request and PAF are received by the City Finance office prior to the 20th day of any month, the payment for such sick time will be issued on the date of the normal payroll distribution in the same month. If the approved written request and PAF are received by the City Finance office after the 20th day of any month, payment for such sick time will be issued the following month. Such payments will occur on the normal payroll distribution date in accordance with the submission deadlines above in the form of a separate check. Every effort will be made to process such requests in a timely fashion.

27.3.7 No sick leave benefits shall be payable to any employee injured while in the employ of an employer other than the City of Pueblo.

27.3.8 MATERNITY LEAVE. An employee shall be granted leave for the birth of the employee's child. Maternity leave shall commence at the time of the child's birth or at the time recommended by the mother's physician and such leave shall expire upon the physician's written recommendation or six weeks from the date of birth, whichever occurs first.

27.3.9 PATERNITY LEAVE. Paternity leave shall not exceed three (3) weeks and shall commence at the time of the birth of the child, unless otherwise agreed by the employee and the appropriate supervisor.

27.3.10 MATERNITY/PATERNITY ACCRUAL: An employee may utilize either sick leave, vacation leave, or such leave as may be available under the Family Medical

Leave Act of 1993 for maternity/ paternity purposes.

ARTICLE 28. FUNERAL LEAVE

28.1 In the event of the death of an employee's spouse, spousal equivalent as defined in section 6-8-1 (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 scheduled work days for funeral leave. Such leave shall not be accrued or subject to any maximum and not charged against other employee leave.

28.2 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 Officer, the employee shall be entitled to take leave for ten (10) consecutive scheduled work days 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.

28.3 Each Police Officer shall be entitled to paid leave from duty for one (1) calendar day per year to attend the funeral of a person other than the Officer's immediate family provided the employee has sufficient paid leave available.

28.4 In the event of the death of a departmental employee, employees of the Police Department may be granted funeral leave not to exceed four (4) hours for attendance at the funeral.

ARTICLE 29. DUTY DISABILITY - INJURY LEAVE

29.1 ACCRUAL OF BENEFITS. Each permanent, full-time employee injured while in the performance of his duties as a police officer for the City of Pueblo inside or outside the City limits shall be paid injury leave in a sum equal to the employee's full salary

for the period of disability not to exceed one 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. Notwithstanding the foregoing, no officer shall be eligible for such injury leave if it is determined by the Chief that the injury was caused, at least in part, by the injured officer's engagement in a "frolic," or the injury was caused by the injured officer's willful failure to observe reasonable standards of safety for police officers.

Injury leave benefits as set forth herein are maximum benefits for each injury. Employees on injury leave shall be granted all employees' benefits the same as if they were in active service of the City.

29.2 OTHER BENEFITS. Injury leave benefits provided for herein shall be withheld from any employee entitled thereto unless and until he makes a claim for compensation under the Worker's Compensation Act of Colorado or elects to otherwise pursue a different remedy under the provisions of 8-52-100 et. seq. C.R.S. 1973.

Worker's Compensation temporary disability benefits paid or payable to an employee for the same period of time he receives injury leave benefits hereunder shall be deducted by the City from said injury leave benefits.

Receipt of injury leave benefits hereunder by an employee shall operate as and be a partial assignment to the City of said employee's interest in and to any cause of action

against a third party as defined in Title 8, Article 52, C.R.S. 1973, as amended, to the extent of injury leave benefits paid or payable hereunder by the City to said employee. During such time as he is receiving injury leave benefits hereunder and for a period of sixty (60) days from and after the receipt of the final payment thereof, said employee shall have an exclusive right to engage the services of an attorney-at-law to settle or otherwise dispose of said cause of action which shall not be settled or otherwise disposed of without the written consent of the City. If said employee engages the services of an attorney as aforesaid, the City shall not be liable for costs or attorneys' fees in connection therewith; however, in lieu thereof, the City agrees to limit its pro rata share of any recovery so effected to seventy-five percent (75%) of injury leave benefits paid or payable to the employee hereunder. If said employee fails to engage the services of an attorney, as aforesaid, the City may take such action as it deems advisable for the recovery of one hundred percent (100%) of all injury leave benefits paid to said employee, and said employee 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.

29.3 INJURY WHILE EMPLOYED BY THIRD PERSON. No injury leave benefits shall be payable to any employee injured while in the employ of an employer other than the City of Pueblo.

29.4 An employee eligible for a disability pension will take all necessary steps to obtain a disability pension upon commencement of such disability. Upon actual receipt of disability pension payments, the employee shall be ineligible to receive injury leave, or any other leave. Any retroactive pension payments received by the employee for any period that the employee received injury or sick leave pay shall be reimbursed to the

City or deducted from the employee's separation check. The employee shall provide to the City all pension documentation necessary to calculate the correct amounts.

ARTICLE 30. PARTIALLY DISABLED EMPLOYEES - LIGHT DUTY

30.1 If, as a result of an injury or illness, an employee is temporarily disabled and unable to efficiently perform the duties of his position, but is able to efficiently perform the duties of some other position of the Police Department in which a vacancy exists and which position is compatible with the employee's skills and abilities, then the Chief may refer the employee for placement in such vacant position for a period not to exceed six (6) months or as otherwise provided in Section 30.6. Upon approval of the department head and Mayor, the employee may be so employed. Such assignment shall be called light duty.

30.2 The salary of an employee on light duty shall be at least equal to the salary at which he was employed at the time of his injury or illness.

30.3 During his period of temporary disability in a paid status, the said employee 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.

30.4 Upon presentation of a doctor's certificate stating that the employee is physically capable of performing all the duties of the position in which he was classified to work at the time of his injury or illness, he or she shall be returned to full duty at that classification. If the department head determines that the work of the employee upon return to work is not satisfactory, the department head may cause the employee to be re-examined to determine his or her ability to perform.

30.5 Any employee who refuses to cooperate in the placement program, by failure to accept or continue in the employment offered, shall, as of any such refusal, be

disciplined.

30.6 The six month limitation in the above Section 30.1 may be applied separately to each act or condition upon which any resulting injuries or illnesses occur. The determination of whether an injury or illness results from the same act or condition or a separate act or condition shall rest solely in the discretion of the City, and any such determination shall not be subject to grievance and arbitration by the Union under this Agreement.

If an employee who qualifies for light duty also qualifies for injury leave based upon the same injury or illness (herein "Work Related Light Duty"), the City may extend the light duty assignment beyond six months and until the employee reaches maximum medical improvement as determined by the City's designated physician. Work Related Light Duty shall take precedence over and may displace light duty assignments to an officer based upon a non-duty related illness or injury.

ARTICLE 31. COMPENSATION DURING PAID LEAVE

Except as otherwise provided in this Agreement, a police officer, during periods of authorized leave with pay, shall, in addition to being paid his salary as if he were performing duties during such periods of leave, receive the following benefits and compensation as if he were present and performing his regular duties:

- 31.1 Accrual of vacation and sick leave;
- 31.2 Uniform allowance;
- 31.3 College education bonus;
- 31.4 College tuition reimbursement;
- 31.5 Longevity compensation;

31.6 Insurance coverage;

31.7 Shift differential;

31.8 Such other benefits as by the terms of this Agreement are intended to be available during periods of authorized leave.

ARTICLE 32. LEAVES OF ABSENCE

32.1 The Police Chief after consultation with the Mayor may authorize special leaves of absence 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, for an extended period such as settling estates, liquidating a business, maternity, serving on a jury and attending court as a witness, and for purposes other than above that are deemed beneficial to the City service.

32.2 The Mayor may authorize special leaves of absence without pay for any reasonable purpose and for any reasonable length of time upon the request of a police officer.

32.3 If after exhaustion of all available leave, including injury, vacation and sick leave, a police officer shall fail or be unable to return to work due to physical disability he shall, at his request, be placed on special leave without pay until he is able to return to work, but in no event shall such special leave exceed one year. Such special leave shall be automatically terminated if and when the employee is granted a disability or other pension pursuant to the Statutes of the State of Colorado and ordinances of the City of Pueblo establishing pensions for police officers. During such time that an employee is on special

leave under this article, the employee shall respond to phone calls, phone messages or other electronic or written communication from City of Pueblo staff within a reasonable amount of time not to exceed three (3) business days. Absent such contact by the City, the employee shall provide a status update via email to City of Pueblo staff in intervals no longer than thirty (30) days while on special leave. At the exhaustion of special leave under this article, if an employee is unable to return to duty, his or her employment shall be terminated regardless of whether the employee has been granted a disability or other pension pursuant to any Colorado statute and/or City of Pueblo ordinance establishing pensions for police officers.

32.4 When a member of the bargaining unit incurs a serious non-service connected illness or injury with medical verification and the illness or injury extends one week after all available paid leave has been utilized, members of the bargaining unit may voluntarily transfer to the affected member's vacation leave account enough current earned vacation time to maintain the affected bargaining unit employee in a pay status, without accrual of vacation or sick leave, for a period not to exceed 1,120 hours of duty time. After the one week waiting period, the ill or injured employee shall be paid retroactively from the transferred vacation, if any, for that one week. This policy shall be strictly voluntary on the part of the members of the bargaining unit. Any combination of paid or unpaid leave under Section 32.3 and 32.4 shall not exceed one year.

32.5 When a police officer requests and receives a leave of absence without pay pursuant to this Article, such leave shall not be considered as breaking the continuous nature of his service, but neither shall such period be included in the computation of the number of his completed years of service.

ARTICLE 33. WORK SCHEDULE

33.1 There shall be two (2) prescribed work schedules and shifts for police officers, denominated as schedules "A," or "B," as hereinafter set forth:

A. (1) The basic daily work shift for police officers assigned to the "A" schedule shall consist of eight (8) consecutive hours of duty in any twenty four (24) hour period. However, once during each twenty eight (28) day work period, a police officer assigned this schedule may be required to work at his regular rate of pay for more than eight (8) hours in a twenty four (24) hour period for the purpose of accomplishing rotation of shifts, or attendance at inservice training scheduled for three (3) or more consecutive days.

(2) The work schedule of such police officers during each twenty eight (28) day work period shall provide for two (2) consecutive days off during each seven (7) consecutive days within the work period. Police officers shall not be required to work more than five (5) consecutive days of duty, at their regular rate of pay, except for the purpose of shift rotation, or rotation of days off, when they may be required to work up to eight (8) consecutive days at their regular rate of pay.

B. (1) The basic daily work shift for police officers assigned to the "B" schedule shall consist of ten (10) consecutive hours in any twenty four hour period. Officers working in the operations bureau of the police department shall be assigned to this "B" shift and schedule.

(2) The work schedule of such police officers during each twenty eight day work period shall provide at least three (3) consecutive days off for each four (4) days worked. Such officers shall not be required to work more than four (4) consecutive days, at their regular rate of pay, except for the purposes of professional development

training which may require a five (5) consecutive eight (8) hour day schedule. Such officers have at least one day before and one day after such training as days off. Professional development training, which utilizes the change of schedule authorized by this section, shall not be required more than three (3) times annually.

(3) Except for officers assigned the "B" schedule in the Traffic Unit, regularly scheduled days off shall rotate for police officers assigned the "B" schedule by rotating forward one (1) day at the end of each seven consecutive, work weeks. In order to accomplish such rotation of scheduled days off, such rotating officers shall have four consecutive days off, then resume the schedule of three consecutive days off, until their next scheduled rotation of days off. The initial rotation for one of the teams on each watch shall occur in the fourth week after this schedule is implemented, as a starting point for that team's rotation. In no event shall an officer have more than one instance of four consecutive days off during any seven consecutive, work weeks unless assignment changes are made at administration's direction or as the result of an approved leave.

(4) Officers assigned the "B" schedule in the Traffic Unit shall work the non-rotating schedule approved and implemented on February 27, 2017.

(5) Officers assigned the "B" schedule in the patrol division shall work frozen shifts and shall bid for their shift assignments pursuant to Article 44 of this Agreement.

33.2 During each work day, when conditions reasonably permit, each police officer shall be entitled to one half (1/2) hour as a meal break. Police officers on meal break shall be allowed to remain out of service and out of their assigned beats unless the needs of the department require their immediate return to police duties.

33.3 There shall be no split shifts.

ARTICLE 34. REPORTING

34.1 Any officer or employee who finds it necessary to be absent from duty due to emergency, shall report the reasons therefor 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 employee 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 an employee to so report may be grounds for disciplinary action.

34.2 All unauthorized absences without leave shall be grounds for disciplinary action. Forfeiture of pay shall be made for all periods of unauthorized absences.

34.3 Unauthorized absences for more than five (5) working days shall be deemed to be and shall constitute a resignation from employment by the employee.

ARTICLE 35. MISCELLANEOUS PROVISIONS

35.1 Shift schedules shall not be assigned arbitrarily or capriciously with respect to police officers who are enrolled in course work at an accredited institution of higher education that is job related and has been approved in advance by the Mayor.

35.2 Notice shall be given to the Union at least sixty days prior to any promotional examination for a class listed in Article 14 of this Agreement. A reading material list shall be provided at least six months prior to the test if new material is added, changed or deleted since the previous year's reading material list. Upon request of the Union, a meeting shall be held by two designated representatives of the Union, and two designated representatives of the City, who shall meet with the Civil Service Commission to discuss concerns relating to the scheduling of such promotional examinations.

35.3 Employees shall keep the City informed of their current address, phone number, and such other information as the City may reasonably require.

35.4 SMOKING PROHIBITED

In accordance with Section 7-6-4 of the Pueblo Municipal Code, smoking by any member of the bargaining unit is prohibited in all enclosed facilities, including buildings and vehicles which are owned or leased by the City of Pueblo. An outdoor area adjacent to the Police Department Building located more than twenty (20) feet from any entryway thereto shall be and is hereby designated as a smoking area. The City shall construct in said designated area a weather shelter.

35.5 FAMILY MEDICAL LEAVE.

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.

35.6 ONE TO ONE VEHICLE PROGRAM

The Pueblo Police Department One to One Vehicle Program, as set forth in the Policy Memorandum dated June 1, 2000, shall be implemented during the term of this agreement. Such policy shall not be modified in any manner, unless by written memorandum of understanding executed by the Union and the Chief of Police; provided however, that the parties recognize that the City has no obligation whatsoever to assign any vehicle under such program, and provided further that the Chief of Police may limit or cancel participation by an officer in the take home car program for just cause, subject to the grievance procedure in Article 37. For purposes of allocation of take home cars, Sergeants shall bid as a group, by time in grade, prior to Corporals and Patrol Officers bidding as a group, by time in grade.

35.7 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 or arbitration procedure of this Agreement and shall not be binding upon any of the parties.

ARTICLE 36. DISCIPLINE AND DISCHARGE

36.1 A newly hired police patrol officer serving an entry level probationary period shall have no right to appeal his or her discipline or discharge under this Agreement.

36.2 The Union recognizes that the employer has the authority to suspend, demote, discharge or take other appropriate disciplinary action against employees for just cause. Any employee, except an entry-level probationary employee, who is subject to discipline may appeal same pursuant to the grievance procedure or to the Civil Service Commission pursuant to Title VI of the Code of Ordinances, but not both. The filing of any appeal under one procedure constitutes a waiver of any right to appeal in another forum. Specifically, the grievance procedure set forth herein may not be utilized by an employee who has utilized the Civil Service appeal procedure.

36.3 In the event disciplinary action more punitive than a written reprimand is recommended or considered by the Chief of Police, the Chief of Police shall provide the employee with written notice that includes: A scheduled meeting date no less than five (5) calendar days after such delivery of the notice and an opportunity to respond orally or in writing on or before the meeting date. The written notice will be considered to be delivered upon personal delivery to the employee or, if served by mail, one (1) day after the statement

has been mailed by FedEx Standard Overnight mail to the employee. When an employee is off duty including on approved leave whether it be vacation, injury or any other form of approved leave, the employee shall not be served personally but shall be served by FedEx Standard Overnight mail.

36.4 Appeal of disciplinary matters involving suspension or discharge may be initiated at step three of the grievance procedure within seven (7) days of the date of the action.

36.5 Any employee who is the subject of a citizen's written complaint, on a matter which is not of a criminal nature, filed with the Internal Affairs Office shall be provided with a copy of the complaint in writing as soon as possible and he/she shall respond, if requested, within forty-eight (48) hours. Such an employee shall not be required to submit to interrogation regarding such complaint upon less than forty-eight (48) hours' notice, subsequent to the officer's receipt of the complaint. Nothing contained herein, however, shall preclude an officer from voluntarily discussing a complaint at any time. Upon final resolution of such investigation, the employee will be notified as soon as possible of the resolution.

36.6 If an employee has not received a disciplinary action, excluding demotion, suspension or dismissal, for a period of three (3) years, he/she may request that all disciplinary action, excluding demotion, suspension and dismissal, over three (3) years old be removed from his/her file maintained in the City Personnel Department.

36.7 Except, pursuant to a court order, or by consent of the employee, no portion of an investigative Internal Affairs report, on a matter which is not of a criminal nature, shall be given to, or maintained by anyone outside the City's Police Department or the city

administration, except as necessary to accomplish any personnel action.

36.8 Without limiting the right to representation granted an employee by City ordinance, City Charter, law or constitution, any employee shall be entitled to representation by attorney, union representative or fellow employee in any meeting with a supervisor or internal affairs investigator, if such employee reasonably suspects that the subject matter of such meeting could result in disciplinary action.

ARTICLE 37. GRIEVANCE PROCEDURE

37.1 An employee and/or the Union, or the City, when damaged by an alleged violation of an express term of this Agreement, or by discrimination violative of State or Federal law, may process a grievance in strict conformity with the procedures and provisions set forth in this Article.

37.2 REPRESENTATION.

Any police officer may seek the assistance of a union representative in the preparation and presentation of a grievance. However, any employee may seek redress or adjustment of grievances or complaints by discussion with appropriate Police Department officials without the necessity of consulting with the Union nor involving a Union representative in such discussions.

37.3 GENERAL.

37.3.1 **DAYS.** Whenever the word "days" is used in this Article, that word shall mean calendar days.

37.3.2 **WRITTEN GRIEVANCE.** Any grievance to be processed beyond the first step of the grievance procedure must be in writing and must state each of the following: (a) the matter complained of; (b) the date on which the matter complained of occurred; (c)

the sections or provisions of the Collective Bargaining Agreement allegedly misapplied or misinterpreted; (d) the disposition sought by the grievant; (e) the signature of the grievant or grievants who claim to be aggrieved by the matter being complained of and to whom any remedies shall apply; and, (f) the date of the grievance.

37.3.3 Any City official may take any action through a designee or alternate.

37.4 GRIEVANCE PROCEDURE.

37.4.1 The grievant will attempt to informally resolve grievances whenever possible through discussion with his supervisor. Unless a grievance arises at a higher administrative level, supervisory employees in the Police Department shall meet with the grievant and participate in such discussions and attempts to resolve grievances.

37.4.2 STEP ONE. If the matter is not resolved, the grievance must be presented to the grievant's Deputy Chief in written form, in accordance with the conditions set forth above, within fourteen (14) calendar days of the date on which the incident or event giving rise to the grievance occurred or when the grievant knew or should have known of the facts giving rise to the grievance. The Deputy Chief shall give his written answer to the grievance within seven (7) days of the date on which he or she received the grievance. The Deputy Chief and the Union/Grievant may agree in writing to extend the time to answer the grievance for the purpose of allowing the parties to meet to discuss the grievance.

37.4.3 STEP TWO. If the grievant is not satisfied with the answer provided by the Deputy Chief, the grievant and/or the Union may request a meeting with the Chief or his or her designee to hear such grievance, provided that the request is made in writing, signed by the grievant and/or the Union, and is presented to the Chief or his or her designee within seven (7) calendar days of the date of the Deputy Chief's answer in the previous step

of the procedure. The meeting to hear such grievance shall be held within seven (7) calendar days of the filing of the request for such meeting. The Chief or his or her designee shall answer the grievance in writing within seven (7) days of the date on which the meeting is held. The Chief may require the presence of an individual grievant at this Step, if the grievance was filed by a single individual. Employees required to attend such a meeting when they are not otherwise on duty or on paid leave shall be compensated at the rate of time and one-half in cash for a minimum of one (1) hour.

37.4.4 STEP THREE. If the grievant is not satisfied with the decision of the Chief or his designee, the Union may request a meeting with the Mayor or his designee provided that such request is in writing, is signed by the grievant and/or the Union and provided that the request is presented to the Manager or his designee within seven (7) days of the date of the written answer provided by the Chief or his designee. The meeting relating to such grievance shall be held within ten (10) calendar days of the filing of the request for such meeting. The Mayor shall answer the grievance in writing within ten (10) days of the date on which the meeting was held.

37.4.5 STEP FOUR. If the decision rendered by the Mayor or his designee is unsatisfactory to the grievant, the Union may within fifteen (15) days following receipt of the answer of the Mayor request the appointment of an arbitrator pursuant to the American Arbitration Association's then current Labor Arbitration Rules, by filing the appropriate Demand. Arbitration shall be pursuant to the then current rules of the American Arbitration Association and the Uniform Arbitration Act. The decision of the Arbitrator shall be final and binding on the City, the employee and the Union.

37.5 MISCELLANEOUS PROVISIONS.

37.5.1 Any grievant may, upon request, be represented at any level of this grievance procedure by a representative of the Union, or by counsel with the approval of the Union, but no employee may be represented by any representative of any employee organization other than the Union. Any employee may discuss any matter, including the presentation of a grievance, with the Department and may have such grievance adjusted without intervention by the Union, provided that any such adjustment shall not be inconsistent with the terms of this Agreement.

37.5.2 The fees and expenses of the arbitrator shall be borne equally by the parties, and each party shall pay its own costs for such arbitration.

37.5.3 If the grievant and/or the Union shall agree in writing to waive their right to utilize such other administrative forums available to them, charges of discrimination may be heard by an Arbitrator.

37.5.4 All claims for back wages shall be limited to the amount of wages that the grievant otherwise would have earned less any compensation received for any employment obtained subsequent to removal from the City payroll and less any unemployment compensation benefits. If the State Department of Labor, Division of Employment and Training, seeks reimbursement from the grievant for unemployment compensation benefits received, the grievant shall provide to the City a copy of the State's request for reimbursement and the City shall reimburse the State on the grievant's behalf.

37.5.5 The processing or discussing of any grievance filed under this Agreement, may be during the working time of the grievant and the Union representative involved, if any, to a reasonable extent. The City will take the employees work schedule into account in scheduling grievance hearings when possible.

37.5.6 TIME LIMITS. The time limits set forth for the processing of grievances shall be strictly adhered to. In the event that a grievance is not appealed to the next step of the grievance procedure within the time limits provided at any step, such grievance shall be declared closed and settled on the basis of the most recent City decision. In the event of failure to answer a grievance or hold a meeting within the time limit provided, it shall be considered a denial and the Union may appeal the grievance to the next step of the procedure in accordance with the time limitations specified. Extensions of time may be requested by either party. To be effective, any extension of time must be set forth in writing.

37.5.7 Any provision of this Agreement to the contrary notwithstanding, the following matters shall not be proper subjects for the grievance procedure provided in this Article.

37.5.7.1 Any matter which arose outside of the period during which this Agreement, or the immediately preceding Agreement, is effective.

37.5.7.2 Any matter not within the administrative control of the City.

37.5.8 The City by and through an officer, official or employee of the City may initiate a grievance alleging that the Union, a Union official or employee has violated an express provision of this Agreement by filing a grievance with the President of the Union within fourteen (14) days of the occurrence of the violation or, within fourteen (14) days of the date knowledge of same was received by the City official involved. The Union president shall respond to the grievance in writing within seven (7) days of the date on which he received it. In the event the matter is not resolved the City may, at its option, demand arbitration by giving notice of intent to submit to arbitration to the president of the Union within fifteen (15) days following receipt of the answer of the Union president. Arbitration

shall be pursuant to the then current Rules of the American Arbitration Association and the Uniform Arbitration Act. The decision of the arbitrator shall be final and binding on the City, the employee and the Union.

37.5.9 The privilege of processing grievances on duty time will not be abused.

37.5.10 SCOPE OF ARBITRATOR'S AUTHORITY. 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.

ARTICLE 38. PAYROLL DEDUCTION OF DUES AND FEES.

38.1 The City shall, on a regular basis, deduct dues and fees uniformly required of all similarly situated police officers from the pay of all Police Officers who have voluntarily authorized such deductions in writing on a form provided for this purpose by the Union or the City; the Union will 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 forty-five (45) days in advance of the effective date of such change. The City will remit to the Union such sums within thirty (30) days.

38.2 The Union agrees that it shall act as the exclusive bargaining agent for all employees covered by this Agreement and shall negotiate agreements and bargain collectively for all employees within the bargaining unit, without discrimination and without regard to whether or not said employees are Union members.

38.3 If an employee has no earnings due him for the pay period in question,

no deductions will be made for that employee for that period. The collection of money described herein other than for the current period shall not be the responsibility of the City.

38.4 The sole responsibility of the City will be to pay over to the Union any sums actually deducted from the pay of employees on a current basis. Any funds deducted as herein provided shall be paid to the Union Treasurer within thirty (30) days after such deduction.

38.5 The Union agrees to indemnify, defend and save the City and its employees harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or as a result of, any conduct taken by the City for the purpose of complying with this Article, except acts of negligence for which the City is responsible.

38.6 No party shall have any right or interest whatsoever in any money authorized withheld until such money is actually paid over to them in accordance with this Article.

ARTICLE 39. SEVERABILITY, SAVINGS, AND AMENDMENTS.

39.1 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 or rendered invalid by Congress, the state legislature or 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.

39.2 Special, labor/management conferences involving matters of

importance to either party may be arranged between the Union President and the Mayor or his designee. Representatives of the parties to this Agreement will meet within fifteen (15) days after receipt of notification. Any notification shall include a statement of the matter to be discussed at the meeting. The Union President shall be granted leave with pay to attend such special conference.

39.2.1 No party shall be obligated in any manner to agree to any proposed amendment and the failure to agree to any proposed amendment shall not initiate the arbitration or election procedures set forth in Section 8-14 of the Charter of the City of Pueblo. The failure of any party to reach agreement on any matter raised at a special conference shall not be indicative of bad faith, nor shall such failure initiate the grievance or arbitration procedures available under this Agreement. Provided, however, that either party may request the mediation services of the Federal Mediation and Conciliation Service to resolve any disagreement regarding a proposed amendment raised at a special, labor/management conference. The parties agree to participate in such mediation.

39.3 No amendments of, or appendix to, this Agreement is effective unless in writing and signed by representatives of both parties having actual authority to execute such amendment or appendix.

ARTICLE 40. WAIVER AND NOTICE

40.1 Failure of the City or the Union to enforce, or insist upon, the performance of any term, condition or provision of this Agreement in any one or more instances shall not be deemed a waiver of such term, condition or provision. No term, condition or provision of this Agreement shall be deemed waived by either of the parties hereto unless such waiver is reduced to writing and signed by an agent of the respective

party who has actual authority to give such waiver. If such written waiver is given, it shall apply only to the specific case for which the waiver is given and shall not be construed as a general or absolute waiver of the term, condition or provision, which is the subject matter of the waiver.

40.2 Where any provision of this Agreement requires that any notice or information be given by one party hereto to the other party within a specified time, such requirement will not be met unless such notice is personally served upon the official of the other party designated to receive such notice under the terms of this Agreement or left at such person's residence with a person 18 years of age or older or regular business office during normal business hours with his secretary or clerk within the time limits specified in this Agreement.

ARTICLE 41. OTHER CONDITIONS

During the term of this Agreement, no existing practice affecting a mandatory subject of bargaining, as defined in Section 8-14 of the Charter of the City of Pueblo, shall be changed, except by mutual written agreement of the parties. The term "existing practice affecting mandatory subject of bargaining" does not include any right reserved to the City under Article 4 of this Agreement.

ARTICLE 42. ENTIRE AGREEMENT

The Union and the City agree that this Agreement is intended to cover all matters affecting wages, rate of pay, hours, grievance and disciplinary procedures, working conditions, and all other terms and conditions of employment and similar and related subjects, and that it supersedes and cancels all prior practices and agreements on matters covered by this Agreement, whether written or oral, and that during the term of this

Agreement, neither the City nor the Union will be required to negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement.

ARTICLE 43. PENSION CONTRIBUTION

For each person hired as a police officer on or after January 1, 1997, who is eligible for the death and disability coverage provided by part 8 of Article 31 of Title 31, C.R.S., the contribution to the FPPA death and disability pension fund required by Sec. 31-31-811(4) shall be assessed against the City in the amount of 2.6% of the member's applicable salary as set forth in Section 31-31-811(4); provided that if the required contribution level is increased, the amount in excess of 2.6% of the member's applicable salary shall be assessed against the member.

Each person hired as a police officer on or after January 1, 1997, shall be required as a condition of employment to make a monthly contribution through payroll deduction equal to the contribution on behalf of the member required under Section 31-31-811(4), C.R.S., in excess of 2.6% of the member's applicable salary.

ARTICLE 44. SHIFT ASSIGNMENT

44.1 Officers assigned to the patrol division or other working units of the police department, wherein they are assigned to one (1) or more frozen (non-rotating) shifts, shall be assigned to one (1) of the frozen shifts by the following methodology:

A. Once each year immediately prior to the annual selection of blocks of vacation, officers assigned to the Patrol

Division or other working units with frozen shifts shall bid for their shift assignments.

B. Assignments to frozen shifts shall be based upon consecutive length of service with the department and the selection methodology shall be the same as for

vacation selection, except that Sergeants shall bid for shifts based upon their continuous service since last promotion. Sergeants shall bid as a group prior to patrol officers and corporals bidding as a single group.

C. The assignment of an officer to a frozen shift shall not be changed between annual assignments, except pursuant to the provisions of this Article or by transfer of the officer to a different division or working unit of the police department.

44.2 Officers desiring to trade shift assignments for the remainder of an annual assignment term may do so by filing a request for trade with the division commander. Notice of such request shall be posted for ten (10) days. At the end of ten (10) days the officer may trade shifts with the most senior employee desiring the trade. If no officer agrees to trade, the officer requesting a trade shall remain with his frozen shift assignment. An officer may request a shift trade not more than once each six (6) month period.

44.3 A police officer transferred by the Chief of Police to a division or other working unit of the police department with frozen shifts, shall have the opportunity to select his shift assignment by bumping the least senior employee on the shift he desires, if there is no vacancy on such shift and if such bumped employee has less seniority than the bumping officer. A bumped officer shall exercise similar bumping rights within the same division or working unit; provided, however, that an officer assigned to a frozen shift from a different division or working unit after annual assignments may be assigned a frozen shift in another division or working unit based upon the operational needs of the Department on a temporary basis not to exceed eighty (80) work days in each calendar year.

44.4 The Chief of Police may transfer an officer from one frozen shift to another within the same division or working unit on a temporary basis not to exceed eighty

(80) work days in each calendar year, provided that the reason for such transfer is not contrary to any of the other provisions of this agreement and is not for the purpose of avoiding the payment of overtime compensation.

44.5 The Chief of Police may involuntarily transfer an officer from one frozen shift to another within the same division or working unit, but such transfer shall be for just cause only, subject to the grievance procedure.

ARTICLE 45. SHIFT DIFFERENTIAL

45.1 For the purpose of determining eligibility for payment of shift differential, there shall be three (3) duty watches at the Pueblo Police Department as follows:

A. Watch I (days) shall constitute all duty assignments which begin between 6:00 a.m. and 10:00 a.m. of any work day.

B. Watch II (afternoons) shall consist of all duty assignments which begin between 10:00 a.m. and 4:00 p.m. of any work day.

C. Watch III (graveyard) shall consist of all duty assignments other than Watch I or Watch II.

45.2 In addition to all other compensation payable pursuant to this agreement, an officer assigned to Watch II for any portion of a calendar month shall be paid a shift differential for that month in an amount equal to forty cents (\$.40) per hour multiplied by the number of hours in a normal work month.

45.3 In addition to all other compensation payable pursuant to this agreement, an officer assigned to Watch III for any portion of a calendar month shall be paid a shift differential for that month in an amount equal to eighty cents (\$.80) per hour multiplied by the number of hours in a normal work month.

45.4 For the purpose of this Article, a normal work month shall consist of one hundred seventy-three and eighty-three-one-hundredths (173.83) hours.

45.5 No officer shall be entitled to shift differentials under both Section 45.2 and Section 45.3 of this Article for the same month. If an officer is assigned to both Watch II and Watch III during the same month, he shall receive shift differential only for Watch III for that month.

Signed this _____ day of _____, 2019.

CITY OF PUEBLO

By _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

INTERNATIONAL BROTHERHOOD OF
POLICE OFFICERS (IBPO) LOCAL 537

By _____
President

By _____
Secretary

APPROVED AS TO FORM:

IBPO Attorney