

ORDINANCE NO. 9199

AN ORDINANCE APPROVING AND ENACTING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE PUEBLO ASSOCIATION OF GOVERNMENT EMPLOYEES COMMENCING JANUARY 1, 2018 AND AUTHORIZING THE PRESIDENT OF CITY COUNCIL TO EXECUTE SAME

WHEREAS, pursuant to the requirement of Section 8-14, City Charter, the corporate authorities of the City of Pueblo and the sole and exclusive bargaining agent of the classified employees in the general services bargaining unit, i.e. Pueblo Association of Government Employees, have negotiated and otherwise resolved all remaining issues by final and binding interest arbitration with respect to a collective bargaining agreement commencing January 1, 2018 (the "Labor Agreement"); and

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

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

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Collective Bargaining Agreement between the City of Pueblo and the Pueblo Association of Government Employees commencing January 1, 2018, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved and enacted as an Ordinance.

SECTION 2.

The President of the City Council is authorized to execute the Collective Bargaining Agreement in the name of the City.

SECTION 3.

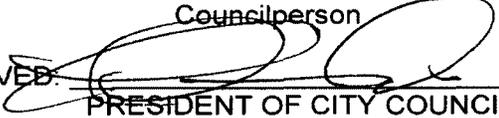
The officers and staff of the City are directed and authorized to perform any and all acts consistent with the intent of this Ordinance to effectuate the policies and procedures described herein.

SECTION 4.

This Ordinance shall become effective upon final approval and passage.

INTRODUCED: October 10, 2017

BY: Ed Brown
Councilperson

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Brenda Armijo
ACTING CITY CLERK

PASSED AND APPROVED: November 13, 2017

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
CITY OF PUEBLO
AND
PUEBLO ASSOCIATION OF GOVERNMENT EMPLOYEES
COMMENCING JANUARY 1, 2018

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PREAMBLE

THIS AGREEMENT entered into by and between the City of Pueblo, hereinafter referred to as the City, and the Pueblo Association of Government Employees, hereinafter referred to as the Union. The City and the Union may also hereinafter be referred to severally as a party and jointly as the parties.

It is the intent and purpose both of the City and the Union to set forth herein their entire Agreement, establishing wages, hours, and other conditions of employment; providing for prompt and equitable adjustment of grievances; and achieving and maintaining harmonious labor relations.

DEFINITIONS

Certain terms used in this Agreement shall be defined as follows:

“Employee” shall mean any person holding a position in the classified service, which is included in the Bargaining Unit defined in Appendix A of this Agreement.

“City Manager” shall mean the City Manager, acting City Manager, or the designee of either.

“Director” shall mean the Director of Human Resources or his/her designee.

“Department Head” shall include those persons appointed by the City Manager as Department Directors or the designee of a Director.

“Day” shall mean calendar day unless otherwise modified or defined herein. Unless otherwise specified herein, other words used in this Agreement shall have the same meanings as are given them in Section 6-3-1 of the Code of Ordinances.

Article and section titles or captions contained herein are descriptive but not substantive.

ARTICLE 1. RECOGNITION

The City recognizes the Pueblo Association of Government Employees as the sole and exclusive representative of the employees in the Bargaining Unit set forth in Appendix A of this Agreement for the term of this Agreement, 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 except disciplinary measures and the application thereof to individual employees; provided, however, that the application of discipline to individual employees may be grieved and such grievance processed in accordance with the provisions of this Agreement.

ARTICLE 2. UNION SECURITY - DUES DEDUCTION

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

Section 2. DISCRETION TO JOIN. Any employee may or may not join the Union, at the individual's sole discretion.

Section 3. DUES DEDUCTION. Upon receipt of a signed authorization from an employee, the City shall deduct monthly from the pay of such employee: (a) the amount of normal Union dues and assessments uniformly required of Union members, and (b) initiation fees uniformly required of all Union members. Any revocation of such authorization shall be effective the month following the date received by the City but not earlier. Upon receipt of a revocation by the Finance Department, the City shall forward a copy of the revocation to the Union.

Any signed authorization submitted by an employee after January 1, 2008, must recite and set forth the language contained in Section 12 of this Article.

Section 4. NOTIFICATION. The Union, through a duly authorized officer or officers of the Union, will notify the City in writing as to the amount of dues, assessments, and initiation fees to be deducted from the pay of any employees. Any changes in Union membership dues, assessments, and initiation fees will be certified to the City and such notification shall be provided at least one month in advance of the effective date of any such change.

Section 5. AGENCY SHOP. Any person employed by the City in a position within the Bargaining Unit represented by the Union who is not a member of the Union and who does not make application for membership within thirty (30) days from the effective date of this Agreement, or from the date of employment, whichever is later, shall pay to the Union a fair share fee for collective bargaining and contract administration services rendered by the Union as the sole and exclusive representative of the employees covered by this Agreement, provided

said fair share fee shall not exceed the dues attributable to being a member of the Union. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit. The fair share fee should be uniform for each employee subject to the obligation to pay a fair share fee. The Union may change the fixed uniform dollar amount that will be considered the regular monthly fair share fee once each calendar year during the life of this Agreement. The Union will give the City thirty (30) days notice of any such change in the amount of the fair share fee.

The Union agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in *Chicago Teachers Union v. Hudson*, 475 U.S. 292 (1986), with respect to the constitutional rights of fair share fee payors. Accordingly, the Union agrees to do the following:

(a) Give advance notice to fair share fee payors of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses, as well as verification of same by an independent auditor.

(b) Advise fair share fee payors of an expeditious and impartial decision-making process whereby fair share payors can object to the amount of fair share fee.

(c) Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share fee payors to the amount of the fair share fee.

It is specifically agreed that any dispute concerning the amount of fair share fee and/or the responsibilities of the Union with respect to fair share fee payors as set forth above shall not be subject to the grievance and arbitration procedures set forth in this Agreement.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the affected non-member and the Union are unable to reach agreement on the organization, the organization shall be selected by the affected non-member

from an approved list of charitable organizations established by the Civil Service Commission and the payment shall be made to said organization.

The obligation for enforcement of this provision shall rest with the Union, not the City.

Section 6. VOLUNTARY FAIR SHARE FEE DEDUCTIONS. The City agrees to deduct the fair share fee set forth in Section 5 above from the pay of all employees who hereafter voluntarily authorize such deductions in writing on a form provided for this purpose by the City. Such fair share fees shall be deducted by the City from the earnings of non-members and remitted to the Union with the same frequency and in the same fashion as dues deductions. The Union shall periodically submit to the City a list of the employees covered by this Agreement who are not members of the Union and an affidavit which specifies the amount of the fair share fee.

Section 7. EFFECTIVE CONDITIONS. Sections 5 and 6 of this Article shall not be effective until the conditions described in Section 8-9 of the Charter of the City of Pueblo are satisfied.

Section 8. NO EARNINGS. 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.

Section 9. PAYMENT. 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 of such deduction.

Section 10. HOLD HARMLESS. The Union agrees to save the City harmless from any action growing out of this Article and commenced by any employee, citizen, or other person against the City or the City Council or any employee or agent of either. The Union assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Treasurer of the Union. The Union agrees that in the event of any litigation against the City, its agent, or employees arising out of this provision, it will co-defend and indemnify and hold

harmless the City, its agent, or employees from any monetary award or any costs arising out of such litigation, including but not limited to attorney's fees.

Section 11. NO RIGHT TO MONEY UNTIL PAID. No party shall have any right or interest whatsoever in any money authorized withheld under Sections 3 and 6 of this Article until such money is actually paid over to them. The City or any of its officers and employees shall not be liable for any delay in carrying out such deductions, and upon forwarding a check in payment of such deductions by mail to the assignee's last known address, the City and its officers and employees shall be released from all liability to the employee or to the assignees under such assignments.

Section 12. AUTHORIZATION FOR UNION DUES DEDUCTIONS.

I hereby voluntarily authorize the Department of Finance of the City of Pueblo to deduct from my regular earnings, the Union dues, initiation fees and assessments, in the amount certified by the duly authorized officer of the Pueblo Association of Government Employees, and further authorize the remittance of such amount(s) to said Union in accordance with the currently effective Agreement between the City of Pueblo and said Union. This authorization is revocable by a notice in writing by certified mail to the Department of Finance of the City of Pueblo and with a copy to the Union. Any revocation received by the Department of Finance shall only be effective with respect to my regular earnings earned in the month following the date received.

I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and, further and separately, relieve the City, any Department of the City, the Union and all their officers, representatives or agents from liability therefor.

Print Name

Signature

Date

ARTICLE 3. MANAGEMENT RIGHTS

Section 1. UNION RECOGNITION. 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 the Statutes of the State of Colorado and the Charter of the City of Pueblo.

Section 2. VESTED IN CITY AND DISCIPLINE AND DISCHARGE FOR JUST CAUSE. 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, the right to discipline or discharge for just cause, the right to decide job qualifications, the right to lay-off, the right to establish or abolish positions, the right to make rules and regulations governing conduct and safety, the right to determine the mission of the City and the means and methods by which it is to be achieved, the right to determine schedules of work, the right to subcontract work, together with the right to determine the methods, processes and manners of performing work, are vested in the City.

ARTICLE 4. DISCIPLINE AND DISCHARGE

Section 1. NEWLY HIRED PROBATIONARY EMPLOYEES. A newly hired probationary employee may be disciplined or discharged at any time during the full initial probationary period with or without reasons. Such a probationary employee shall have no right to appeal his or her discipline or discharge under this Agreement; however, such employee shall have the right to appeal such action pursuant to Section 6-10-1 of the Code of Ordinances.

Section 2. CITY'S AUTHORITY. The Union recognizes that the City has the authority to suspend, demote, discharge or take other appropriate disciplinary action against employees for just cause. Any non-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 1971 Code of Ordinances of the City, but not both. The filing of any appeal to one forum constitutes a waiver of any right to appeal to the other forum.

Section 3. DUE PROCESS. When the City is considering suspension without pay or discharge, the involved employee shall be given a written statement indicating the reasons or grounds for such action, and giving notice of the time and place of a meeting with the employee. The meeting time shall be not less than seven calendar days after date of the notice.

The written statement and notice of meeting shall be considered given to the employee if personally delivered or, if unable to be personally delivered, four (4) days after the statement has been mailed by First Class mail to the employee.

The employee may, on or before the date and time of the meeting, file a written response thereto setting forth in detail an explanation of or defenses, if any, to the reasons or grounds contained in the statement. At such meeting the employee may also make an oral statement regarding the charges.

The employee shall have the right to the presence of a Union representative at such meeting, but shall have no right to a continuance of such meeting to secure the presence of a particular Union representative.

The Department Head will consider the employee's written response, if any, and oral statement, if any, if timely received, before taking final action on the termination or suspension.

This Article remains subject to the limitations contained in section 8-14(b) of the City Charter.

Section 4. FILING OF GRIEVANCE. Any grievance challenging the discharge or termination of an employee may be commenced at the step prior to the final step of the grievance procedure, provided that it is filed not later than seven (7) calendar days after the date of the action taken by the City.

Section 5. REMOVAL FROM PERSONNEL FILE.

- a) In the event discipline is imposed and it is established through the grievance procedure that such discipline was not warranted, such disciplinary action shall be removed from the employee's personnel file. Any disciplined employee may be represented, at his or her option, by the Union during the processing of any grievance concerning such discipline.
- b) If an employee has not received a disciplinary action, excluding demotion, suspension or dismissal, for a period of two years (24 months), he/she may request that all disciplinary action, excluding demotion, suspension, and dismissal, over two years (24 months) old be removed from his/her file maintained in the City Human Resources Department. Such removal should not be unreasonably denied by the City.

ARTICLE 5. GRIEVANCE AND ARBITRATION

Section 1. A grievance is a claim that the City has violated an express provision of this Agreement. Any employee may discuss any grievable matter with an immediate supervisor on an informal basis without resorting to this grievance procedure, provided that no such informal discussion shall extend any time limit provided herein.

Section 2. A grievance shall be initiated either by an aggrieved employee or by the Union acting on behalf of one or more employees. Unless the grievance arises at a higher administrative level, it shall be presented by the employee and/or Union representative to the immediate supervisor of the employee within fourteen (14) days after the date on which the employee or the Union knew or reasonably should have known the facts giving rise to the grievance. The supervisor shall meet with the employee and/or Union representative within seven (7) days after receipt of the grievance and shall respond to both the Union and the grievant within seven (7) days after the meeting is concluded.

Section 3. If the grievance is not resolved under Section 2 above, it shall be presented to the involved Department Head by a Union representative and/or the grievant within seven (7) days after receipt of the supervisor's response under Section 2. The Department Head shall meet with a Union representative and/or the grievant within seven (7) days after the grievance is presented and shall respond to both the Union and the grievant within seven (7) days after the meeting is concluded.

Section 4. If the grievance is not resolved under Section 3 above, it shall be presented by a Union representative to the City Manager within seven (7) days after the receipt of the response of the Department Head under Section 3. The City Manager shall meet with a Union representative and the grievant within ten

(10) days after the grievance is presented and shall respond to the Union representative within ten (10) days after the meeting is concluded.

Section 5. If the grievance is not resolved under Section 4 above, the Union may request the appointment of an arbitrator pursuant to the American Arbitration Association's then current Labor Arbitration Rules by filing the appropriate Demand. Any such request and Demand shall be filed with the American Arbitration Association within fifteen (15) days following receipt of the answer of the City Manager. Arbitration shall be pursuant to the then current rules of the American Arbitration Association and the Colorado Uniform Arbitration Act. The decision of the Arbitrator shall be final and binding on the City, the employee, and the Union.

The arbitrator's fee and his other expenses shall be shared equally by the City and the Union provided that each party shall be required to compensate its own representatives and witnesses and pay the cost of production of its documentary evidence. Either party may at its own expense retain a certified shorthand reporter to record and transcribe the proceedings. Either party may provide the arbitrator with a transcript of the proceedings. Either party may order a copy of the transcript at its own expense.

Section 6. The City and the Union shall each have the right to investigate all circumstances relating to any grievance, and shall assist each other in the conduct of any such investigation.

Section 7. Any grievance processed at Section 2 or beyond shall be reduced to writing, either on paper or by electronic medium such as e-mail, and shall include each of the following: The matter complained of; the date of its occurrence and the date the grievant or the Union first became aware of the matter; the sections or provisions of this Agreement which were allegedly violated; the disposition sought; the signature of the employee or Union representative; and the date the grievance

is filed. Any response by the City at Section 2 or beyond shall be reduced to writing, either on paper or by electronic medium such as e-mail.

Section 8. Grievances which arose prior to the effective date of this Agreement and the immediately preceding Agreement are not substantively arbitrable, and shall not be subject to the grievance procedure described herein, and provided that grievances properly filed which arose prior to the effective date of this Agreement may be arbitrated under the provisions of the Agreement under which they arose.

Section 9. All claims for back wages shall be reduced by the amount, if any, of unemployment compensation benefits received by the employee and any compensation received for other employment obtained subsequent to removal from the City payroll.

Section 10. The failure of the City to file a timely response at any step of the grievance procedure shall be deemed to be a rejection of the grievance effective on the last day for timely response.

Section 11. The parties may mutually agree in writing to extend any time limitation contained in this Article. The parties recognize that such extensions are contrary to the spirit of this grievance procedure, and shall be agreed on only for good cause.

Section 12. The findings and decision of the arbitrator shall be consistent with applicable Colorado law and with the express 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 6. STRIKES AND LOCKOUTS

Section 1. LOCKOUTS. No lockout of employees covered by this Agreement shall be instituted by the City during the term of this Agreement.

Section 2. STRIKES. The Union specifically agrees that employees in the classified service of the City are prohibited from engaging or participating in any strike, work stoppage, work slowdown, or mass absenteeism involving employees of the City of Pueblo.

Violation of this Article by any employee shall be cause for discipline or discharge. In addition, the City shall not be required to pay any employee any portion of his or her salary including fringe benefits while engaged in activity in violation of this Section.

The Union agrees not to encourage, condone, assist, or participate in any action prohibited by this Section.

Section 3. INJUNCTIVE RELIEF. The parties are specifically authorized to seek injunctive relief without first attempting to resolve any dispute relating to violation of this Article through the grievance procedure. The parties may, at their independent option, seek compensation for damages from the other party through the provisions of Article 5, Grievance and Arbitration.

ARTICLE 7. SENIORITY, TRANSFERS AND PROMOTIONS

Section 1. CITY SENIORITY - DEFINED. Unless otherwise set forth in this Agreement, seniority means an employee's length of continuous service with the City since his last date of hire.

Section 2. INFORMATION REGARDING SENIORITY. The City agrees to make available to the Union necessary information to resolve seniority conflicts as needed.

Section 3. BREAK IN SERVICE. Approved leaves shall not constitute a break in service for purposes of this Article. Employees who resign, are discharged, or retire shall be considered as having a break in service if they are subsequently employed in any capacity by the City, and, notwithstanding any provision of prior agreements to the contrary, for the purposes of this Article, such employees shall receive no credit for prior service.

Section 4. DEPARTMENTAL SENIORITY. Departmental seniority is defined as the continuous length of service in a department, measured from the date the employee was assigned in that department.

Section 5. TRANSFERS - DEFINED. A transfer is a change in an employee's position within a job title classification within such employee's department or in any other department or division of the City, which does not result in a change in the transferred employee's rate of pay.

Section 6. PROMOTIONS - DEFINED. A promotion is an appointment of an employee to a job title classification within such employee's work department or in any other department or division of the City, which does result in an increase in the promoted employee's rate of pay. A promoted employee shall be placed on the salary schedule at the step which results in not less than a five percent (5%)

increase in salary, or at the top of the salary schedule for the new position, whichever is less.

Section 7. DEMOTIONS - DEFINED. A demotion is a personnel action resulting in an employee's assignment to a job title classification within such employee's department or in any other department or division of the City, which results in a decrease in the demoted employee's rate of pay.

Section 8. LAYOFF.

A. When employees are laid off, the employees in the Department and class affected shall be laid off in the following order:

1. Unclassified part-time or temporary employees who perform substantially the same duties as the class affected;
2. Probationary.
3. Permanent.

Probationary and permanent employees shall be laid off within a Department and class in inverse order of their seniority as defined by Section 1 of this Article.

When an employee's position is abolished, that employee shall have the option to exercise his/her bumping rights, as defined in Section 10 of this Article, within his/her Department. The employee who is ultimately left without a position in his/her Department, if any, shall then have the option to exercise his/her Section 10 bumping rights City-wide.

Section 9. RECALL. Employees shall be recalled from layoff to positions within any class previously occupied on a permanent basis and for which they currently meet the minimum qualifications, according to their seniority as defined in Section 1 of this Article. No new employees shall be hired into any such classes until all such employees with reinstatement rights to such classes desiring to return to work have been recalled.

Section 10. BUMPING. When an employee is laid off, he/she shall be permitted to bump (replace an employee with less seniority) in accordance with this Section. Such employee may, if he/she so desires, bump the least senior employee in an equal or lower job class previously held by that employee on a permanent basis, provided the bumping employee has greater seniority than the employee whom he/she bumps and provided he/she currently meets the minimum qualifications of the job class. If the least senior employee's work schedule substantially differs from the work schedule of the bumping employee, the bumping employee shall have the option to bump instead the least senior employee with substantially the same work schedule, within the parameters contained herein.

Section 11. TRANSFERS AND PROMOTIONS. When filling vacancies, the City shall consider for transfer employees within the same class. The City will post notices of vacancies for ten (10) calendar days, and will place a copy of the notice in the Union mailbox in the City Clerk's office.

Employees who file with the City written requests for consideration to transfer to vacancies that have been posted shall be considered; however, no such request shall be considered until all employees with applicable reinstatement or bumping rights have been accommodated.

If a position is not filled through reinstatement, demotion, reemployment, or transfer, 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 appropriate number of highest ranking eligible for appointment. The Civil Service Commission shall certify the following number of highest ranking persons on the appropriate eligible list:

(1) For entry level positions other than Emergency Services Dispatcher and Clerk Typist including Wastewater Utility Worker, Water Reclamation Facility Worker, Airport Operations/Maintenance Worker, or Utility Worker, the Commission shall certify the names of the five highest ranking persons on the appropriate eligible list;

(2) For the entry level position of Emergency Services Dispatcher and Clerk Typist, the Commission shall certify the names of the ten highest ranking persons on the appropriate eligible list; and

(3) For positions other than entry level positions, the Commission shall certify the names of the three 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) Removal and certification of next highest eligible.

(1) If any person certified pursuant to above subsection (a) or otherwise hereunder fails to accept appointment to the position or fails to appear for an employment interview, that person shall be removed from the list and the name of person next highest on the eligible list shall be certified. Pursuant to the requirements of Civil Service Rule 31, the Civil Service Commission may retain on the eligible list the name of a person who refused an appointment or failed to appear for an employment interview only upon that person's timely request and for just cause.

(2) If any person certified pursuant to above subsection (a) or otherwise hereunder declines an employment interview, that person shall be removed from the list and the name of the person next highest on the eligible list shall be certified. Except for entry level positions including Wastewater Utility

Worker, Water Reclamation Facility Worker, Airport Operations/Maintenance Worker, Clerk Typist, Utility Worker, and Emergency Services Dispatcher and pursuant to the requirements of Civil Service Rule 31, the Civil Service Commission shall retain on the list the name of a person who declines an employment interview upon that person's timely request. Irrespective of whether such person is retained on the list, the next highest eligible on the appropriate list shall be certified if requested by the Director.

With respect to the entry level positions including Wastewater Utility Worker, Water Reclamation Facility Worker, Airport Operations/Maintenance Worker, Clerk Typist, Utility Worker, and Emergency Services Dispatcher and pursuant to the requirements of Civil Service Rule 31, the Civil Service Commission may retain on the eligible list the name of a person who declines an employment interview only upon that person's timely request and for just cause.

(3) The Director may request removal from the list the name of a person who does not otherwise qualify for or meet a requirement of the position. The Civil Service Commission shall grant such request and certify the name of the next highest ranking eligible on the list, if the person so removed does not actually qualify or meet requirements.

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

(e) If less than three names appear or remain on an eligible list, not including persons retained on the list pursuant to above subsection (c), the City Manager may either request that the Commission establish a new eligible list, or may accept a certification of less than three names; provided that in the case of a recruitment for entry level positions other than Emergency Services Dispatcher including Wastewater Utility Worker, Water Reclamation Facility Worker, Airport

Operations/Maintenance Worker, or Utility Worker, or Emergency Services Dispatcher, the City Manager may request a new eligible list if less than five names remain on the existing list, or may accept a certification of less than five names, and in the case of the entry level position of Emergency Services Dispatcher and Clerk Typist, the City Manager may request a new eligible list if less than ten names remain on the existing list, or may accept a certification of less than ten names.

(f) If a person certified for appointment from an eligible list is rejected or passed over twice, the City Manager 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 (3) persons to evaluate the persons certified. No member of the Bargaining Unit shall be allowed or required to serve as a member of the committee. Not more than one (1) member of a division of a department may be a member of the committee.

(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 City Manager, 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 seven (7) 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 City

Manager'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 City Manager 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, CRCP.

(k) Regardless of length of service or seniority, employees inside or outside of the Bargaining Unit shall be limited to a maximum of ten (10) seniority points on all civil service entry level or promotional examinations.

Classes within the Bargaining Unit shall be either closed classes, which are open only to members of the Bargaining Unit, or classes that may be closed or open to all applicants, as determined by the City Manager. Classes that are closed classes are listed in Appendix B. Classes that may be closed or open are listed in Appendix C.

Civil Service examinations for all classes in Appendix B shall be open only to employees within the Bargaining Unit who meet the qualifications for such classes. If the Civil Service Commission, after announcement of an examination and acceptance of applications for a class in Appendix B, determines that there are no qualified employee applicants available, the Commission may open such examination to non-employee applicants.

If the City Manager determines that a class in Appendix C is to be a closed class, examinations for such a class shall be conducted in accordance with the preceding paragraph. If the City Manager determines that a class in Appendix C is to be an open class, examinations for such a class shall be open to all applicants.

Section 12. RECLASSIFICATION. Whenever a position is reclassified, the incumbent in such position who has performed all duties of the position in a satisfactory manner for a period of one year or more shall be deemed qualified for appointment along with the three highest ranking eligibles on the eligible list from which the reclassified position is to be filled.

ARTICLE 8. GENERAL PROVISIONS

Section 1. UNION AND NON-UNION ACTIVITIES. The parties agree not to interfere with the rights of employees to become members of the Union or to refrain from becoming members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the City or the Union or any employer representative or any Union representative against any employee because of Union membership or nonmembership, or as a result of an employee's lawful exercise of rights granted by the City Charter or this Agreement. The Union recognizes its responsibilities as the sole and exclusive bargaining agent and agrees to represent all employees in the Bargaining Unit without discrimination, interference, restraint, or coercion.

Section 2. NONDISCRIMINATION.

A. The City and the Union recognize that under State or Federal Law, neither party may discriminate against any employee because of race; age as defined; creed; color; sex; sexual orientation; handicap; or national origin.

B. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

C. The City and the Union recognize that neither party may discriminate against, or in any way favor, any employee because of such employee's political opinions or affiliations as provided in the Pueblo City Charter.

ARTICLE 9. SPECIAL CONFERENCES

The City and the Union agree to set up a Labor Management Committee ("Committee") which shall consist of two (2) representatives appointed by the Union President and two (2) representatives appointed by the City Manager. If the Committee meets with respect to a subject which affects more than one (1) department, the composition of the Committee will be increased to three (3) representatives of the Union and three (3) representatives of the City as may be reasonably necessary depending on the complexity of the issue. Either party may bring in a subject matter expert to provide additional or needed information and to assist in the understanding of any particular subject under discussion.

The Committee shall discuss matters of concern to either the Union, the department, and/or the City as a whole. Statements by Committee members made during Labor Management meetings shall not be used as evidence or admissions in any grievance or arbitration proceeding between the parties. The failure of any party to reach agreement on any subject raised pursuant to this Article shall not be indicative of bad faith, nor shall such failure initiate the grievance procedures available under this Agreement.

Unless otherwise agreed upon, the Committee shall meet on a monthly basis at a time and place mutually agreed upon between the parties. Either party may request additional meetings as may be reasonably needed, and such meetings will occur at a time and place mutually agreed upon. Union shall notify the Director at least 48 hours in advance of any LMI meeting indicating which representatives and/or subject matter experts will be attending so that the Director can make arrangements with the employees' supervisors for scheduling purposes. No employee may attend any LMI meeting without 48 hours advance notice to the Director.

The Committee's discussion of an issue does not affect whether that issue is or is not a mandatory or permissive subject of bargaining.

ARTICLE 10. UNION REPRESENTATION

Section 1. UNION REPRESENTATION. The City agrees that the representatives of P.A.G.E. may confer with Bargaining Unit employees during break periods in a manner so as to not interrupt the work of employees. Additionally, said representatives may confer with members of the management staff at mutually agreeable times and places.

Section 2. NEW BARGAINING UNIT EMPLOYEES. When the City engages new employees in Bargaining Unit positions, it shall notify the Union of the name, class, and department of all such new employees within ten (10) days of employment.

Section 3. UNION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES. The City agrees that during working hours, on the City's premises, or at the site of negotiations or grievance proceedings, and without loss of pay, Union officers and stewards shall be allowed to:

- Attend negotiations, grievances and special conferences;
- Collect Union dues, initiation fees, and assessments (if these funds are not collected through payroll deductions);
- Post Union notices;
- Transmit communications, authorized by the local Union or its officers, regarding grievances, arbitrations, and collective bargaining negotiations to the City or its representatives.

All such time off shall be with the approval of the employee's supervisor and subject to such supervisor's work and schedule requirements. Such approval shall not be unreasonably withheld. Abuse of this provision may be the subject of discipline.

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 terms and conditions set forth in this Article.

Officers of the Union and the Union Executive Board Members shall be granted Union business leave with pay to attend meetings of the Union or special conferences, if said meetings occur during a regular tour of duty. The maximum of off-duty hours allowed hereunder shall not exceed two hundred forty (240) per calendar year. It is understood that those Union officials granted leave hereunder shall be on call during attendance at such meetings. The privileges granted herein shall not be abused or unreasonably exercised. Union members using paid Union business leave shall notify their supervisor when leaving duty and when reporting back to duty.

Section 4. NUMBER OF REPRESENTATIVES. The Union shall designate a sufficient number of stewards to assure that each Department or Division, and each shift within each Department or Division, shall have a steward. No more than one (1) steward or Union officer at a time shall investigate any grievance on duty time; provided, however, two (2) stewards or Union officer(s) shall be allowed to attend a step 3 grievance meeting.

No more than four (4) employees at a time shall attend negotiations on duty time.

ARTICLE 11. UNION BULLETIN BOARDS

The Union shall have the right to post on the bulletin boards designated by the Department Head at all work locations where available, notices pertaining to Union matters, all of which pertain to the City. No other postings will be allowed. Should the available bulletin boards be insufficient, the Union may erect suitable bulletin boards in locations mutually agreeable.

ARTICLE 12. PROBATION

Section 1. NEW HIRE. A newly hired employee shall serve a probationary period of six (6) months from the date of his most recent initial appointment. Such probationary period may be extended for an additional period not to exceed six (6) months upon mutual agreement of the affected employee and Department Head. A newly hired employee will not be allowed to transfer or demote except to an entry level job (clerk typist or utility worker) during the probationary period.

Section 2. PROBATION AFTER PROMOTION. A newly promoted employee shall serve a probationary period in the higher level class for a period of six (6) months from the date of appointment to the higher class. Such probationary period may be extended for an additional period not to exceed six (6) months upon mutual agreement of the affected employee and Department Head.

Newly promoted employees shall have their probationary period reduced by the amount of time, if any, spent during temporary duty in a higher class of a full shift or longer, in accordance with Article 15, Section 4, of this Agreement, when such temporary duty was in the class to which the employee was subsequently promoted. Only such temporary duty within the three (3) years preceding promotion shall be considered, and the maximum reduction of the probationary period shall be three (3) months.

Section 3. PROBATION AFTER TRANSFER OR DEMOTION TO A POSITION NOT PREVIOUSLY HELD. An employee demoted into a position not previously held shall serve a probationary period of six (6) months from the date of the demotion. An employee transferred into a position shall serve a probationary period of 90 days, provided that the employee and the Department Head may mutually agree to continue such probationary period for an additional 90 days.

Section 4. RETURN TO PREVIOUS CLASS. A newly promoted, transferred or demoted employee may be returned to the previous class if the employee is unable to satisfactorily perform the duties of the new position. Such employee may grieve the return to the previous class under Article 5 of this Agreement.

ARTICLE 13. RESIGNATION

Section 1. NOTICE. An employee shall provide to the City at least seven (7) days notice in writing of his intention to resign. Once the employee ceases employment, the employee may seek reemployment under the reemployment procedures.

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

Section 3. UNAUTHORIZED ABSENCES FOR MORE THAN FIVE (5) DAYS. Any unauthorized absence of more than five (5) consecutive working days shall be deemed to be and shall constitute a resignation from employment by the employee.

ARTICLE 14. EMPLOYEE PERSONNEL FILE

Employees may inspect all documents contained in the employee's own personnel file as provided by the Colorado Open Records Law.

ARTICLE 15. WAGES AND OTHER PAYMENTS

Section 1. WAGE INCREASES DURING CONTRACT.

Effective January 1, 2018, the monthly pay rate for each class, grade, step or position of employees covered by this Agreement shall be increased by one hundred Dollars (\$100.00) over the amount set by Ordinance establishing the 2017 pay levels.

Section 2. LONGEVITY COMPENSATION. Commencing with the month following completion of five (5) years of actual continuous service as a full-time employee of the City, each such employee shall receive in addition to all other compensation for full-time service, the amount of Thirty-Two Dollars and Fifty Cents (\$32.50) per month; following ten (10) years of such service, Thirty-Seven Dollars and Fifty Cents (\$37.50) per month; following fifteen (15) years of such service, Forty-Seven Dollars and Fifty Cents (\$47.50) per month; following twenty (20) years of such service, Fifty-Two Dollars and Fifty Cents (\$52.50) per month. In no event shall longevity compensation exceed Fifty-Two Dollars and Fifty Cents (\$52.50) per month.

Section 3. LONGEVITY COMPENSATION DURING LEAVES.

A. Longevity compensation as stated above shall be paid to an employee while on authorized leave with pay. Such longevity compensation shall not be paid to an employee for any month during which such employee shall be absent on leave without pay for more than one-half the working time prescribed for that employee's job classification. Absence without leave as defined in Section 6-6-12 of the 1971 Code of Ordinances of the City shall forfeit all longevity pay for the month in which such absence occurs.

B. For the purposes of this Section periods of authorized leave without pay shall not accrue as part of the actual continuous service necessary to qualify for longevity compensation. Service as a permanent part-time employee may be accrued as a part of the actual continuous service necessary to qualify for longevity compensation under this Section; provided, such service of permanent part-time employment be accrued on a percentage basis, i.e., two years of half-time service

would accrue as one year of full-time service; and, provided further, that periods of permanent part-time service and full-time service are continuous.

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

Section 4. RATE OF PAY FOR WORK IN HIGHER CLASSIFICATION. In any case when an employee is assigned work in a position in a higher class within the PAGE Bargaining Unit, for a period amounting to one hour or more within a pay period, the employee shall be paid One Hundred Percent (100%) of the difference in pay between the employee's actual rate of pay and the lowest step in the salary schedule for the higher class that would provide a minimum increase of 3 percent or the highest step in the higher class, whichever is less. The employee shall be paid only for such hours actually worked.

In any case when an employee is assigned work in a position in a higher class outside the PAGE Bargaining Unit for a period amounting to one hour or more within a pay period, the employee shall be paid Seventy-Five Percent (75%) of the difference in pay between the employee's actual rate of pay and the lowest step in the salary schedule for the higher class that would provide a minimum increase of 3 percent for the actual period of such service.

For purpose of this Section only, Emergency Services Dispatchers who are assigned to and perform the duties of the supervisor in the Communication Center for a period of one (1) hour or more shall receive for each such hour step up pay of One Hundred (100%) percent of the difference between the employee's actual rate of pay and the lowest step in the salary schedule for the Emergency Services Dispatch Supervisor class that would provide a minimum increase of 3 percent.

In the event there is a valid eligibility list for a higher class, employees who have placed themselves on the current valid eligibility list for that higher class and who are on the crew, shift, or sector in which the temporary vacancy occurs shall be given opportunities to fill temporary vacancies in that higher class for the

educational value to the employee and the department. In the event no such valid eligibility list exists, the employee in the next lower class with the most seniority in such lower class who is on the crew, shift, or sector in which the temporary vacancy occurs shall, with his consent, be assigned temporary duty in the higher class, unless the department furnishes proof of the inability of the employee to perform.

If no employee consents to such assignment, the Department Head may, at the Department Head's sole discretion, assign an employee temporary duty in a higher class; provided, however, no employee shall be assigned temporary duty in a higher class where the employee is not competent to perform such assignment.

Section 5. SHIFT DIFFERENTIALS. This Section shall apply only in those departments where two or more shifts are worked in any particular classification.

A. Full-time permanent employees who are assigned to work the afternoon shift shall receive an additional Forty Cents (\$.40) per hour for each hour worked on such shift.

B. Full-time permanent employees who are assigned to work the graveyard shift shall receive an additional Eighty Cents (\$.80) per hour for each hour worked on such shift.

Section 6. MILEAGE. An employee who is required and specifically authorized to operate his personally-owned automobile in the conduct of City business shall be paid the amount allowed by the Internal Revenue Service for each mile of usage of the personal automobile on City business. The City may, at its option, where an employee requests the City to exercise the within described option, where an employee regularly utilizes his personal car in the conduct of City business, estimate the average number of miles traveled per month and authorize a monthly allowance on the basis of such estimate at the rate allowed by the Internal Revenue Service per mile. Such estimated payment shall be in lieu of any claims for payment based upon actual mileage driven.

Section 7. TUITION REIMBURSEMENT. Upon recommendation of the Department Head and after prior approval by the City Manager, the City shall reimburse a permanent, full-time employee upon successful completion of an approved course or courses in education or vocational training. The course or

training must be related to the work, be designed to improve competence in the job, and be of value to the employee's service to the City. The employee must conclude the course or training with a grade of "Pass," "C," or better in order to be entitled to reimbursement. The amount to be reimbursed will not exceed eighty percent (80%) of the cost of tuition, fees, and required books. If, and in the event, the course or training is of value to the employee's service to the City, but is not related to the employee's work or is not designed to improve the employee's competence in the job, the City will reimburse up to fifty percent (50%) of the cost of tuition, fees, and required books, not to exceed Five Hundred Dollars (\$500.00) per year. This Article shall apply to employees completing the 30 hours of educational or vocational training after January 1, 1987.

SECTION 8. BILINGUAL COMPENSATION. Certain positions in the City may be required to be filled by employees who possess bilingual capabilities. The City reserves the right to determine the number of positions, where the positions are located, competency levels, and the second language required for each. Employees that hold these positions will be paid an additional Fifty Dollars (\$50.00) per month for their capabilities. These positions will be bid on a yearly basis by seniority among all department personnel who meet the competency level required by the City.

SECTION 9. DISPATCH TRAINING INCENTIVE PAY. Communications Training Officers (CTO's) shall be selected by the City based upon the City's judgment relative to experience, knowledge, employment history, his/her ability to successfully monitor and train new/probationary employees, and meet established qualifications for the CTO program.

Communications personnel with the CTO designation shall receive training incentive pay of One Dollar Seventy-Three Cents (\$1.73) per hour up to Three Hundred Dollars (\$300) a month when performing specific approved training duties. "Training duties" shall include, but are not limited to, "one-on-one" training, "double plug-in training," classroom instruction, materials preparation time, completion of Daily Observation Reports (DORs), and other training projects approved by the Dispatch Manager or his/her designee. Employees who sit with

new/probationary employees, civilians, or other City personnel for the purpose of observing dispatch operations, and without being ordered to otherwise train, shall not be considered "in training" and shall not be eligible for training incentive pay.

CTO employees who fail to meet established expectations for the training program shall be relieved of responsibility under the program, at the City's discretion. Employees may re-apply for inclusion in the program after six (6) months and upon satisfactory demonstration that they meet program expectations.

ARTICLE 16. UNIFORM AND PROTECTIVE CLOTHING

Section 1. UNIFORMS. Any employee who is authorized and required to wear an official uniform, shall have that uniform provided, maintained, and laundered by the City.

Section 2. SPECIAL FOOTWEAR. All employees who are authorized and required to wear special footwear shall be paid the sum of One-Hundred and Seventy-Five Dollars (\$175) in January of each year. Such employees initially appointed during a year shall receive said footwear allowance with their initial paycheck.

ARTICLE 17. TOOLS

All employees who are required by the nature of their employment to use tools to accomplish their job assignment, and are required to provide their own tools, shall be reimbursed, upon presentation of receipts, for the cost of such tools up to maximum of Five Hundred Dollars (\$500.00) per year. Tools belonging to the City and employees shall be clearly marked or inscribed to identify ownership. Upon termination of employment with the City, all tools, except those purchased by the employee, shall remain the property of the City.

ARTICLE 18. HOURS OF WORK

Section 1. WORK DAY. The regular hours of work each day shall be eight (8) hours exclusive of lunch periods, within a twenty-four (24) hour period.

Section 2. WORK WEEK. The work week shall consist of five eight-hour days for a total of forty (40) hours.

Section 3. FLEX TIME. The Department Head, with the approval of the City Manager, may implement a flex time program within a department or a part thereof when, in the Department Head's judgment, consideration of the operational needs of the department would so allow. Assignment of employees to a flex time program within a department or a part thereof shall be based upon the operational needs of the department and such basis for assignment shall be consistently applied to each employee within the department or part thereof in which the flex time program is implemented.

The Department Head, with the approval of the City Manager, may revoke a flex time program at any time by giving notice of revocation to the Union and the employees assigned to the flex time program at least thirty (30) days prior to the date of revocation. During the period after notice and before revocation, the Union shall have the opportunity to present its view and suggestions with respect to the revocation; provided, however, the revocation shall not be subject to grievance and arbitration under this agreement.

Section 4. REPORTING. The Department Head shall establish procedures for reporting absence for each department or portion thereof. Such procedures shall be consistent with Article 20, Section 8 of this Agreement.

Section 5. CALL-BACK TIME. Any employee called back to work prior to the beginning of his next regular shift shall be selected pursuant to Section 7 of this Article and shall be compensated at the rate of time and one-half in cash or time and one-half off. An employee called back for work shall be compensated at the overtime rate for a minimum of four (4) hours. This provision shall not apply to those employees assigned to and compensated for stand-by purposes. Also, this provision does not apply to callbacks two (2) hours before and in conjunction with

commencement of the regular shift. In this case the employee will be paid a minimum of two hours at the overtime rate.

Section 6. STAND-BY TIME. Any employee assigned and required to hold himself available for call-backs shall be paid stand-by pay in the sum of One Dollar Twenty-Five Cents (\$1.25) per hour in addition to all other compensation. Any employee on stand-by who is called back to work prior to the beginning of his next regular shift shall be compensated at the rate of time and one-half for a minimum of one hour.

Such stand-by assignments shall be fairly and equitably made upon a rotating basis to employees within the affected class and departments who volunteer for and are qualified to perform such duty. If sufficient employees do not volunteer for such duty, it shall be assigned upon a rotating basis within the appropriate class and departments. Any employee assigned and required to hold himself available for call backs shall be provided with a remote telecommunication device and shall be available for and able to report for work.

Section 7. OVERTIME ASSIGNMENTS. Non-emergency overtime shall be distributed fairly and equitably, on a rotating basis, within a class, section in the Police Department, and department. In order to accomplish the fair and equitable rotation of overtime distribution, a seniority list, in order of departmental seniority, shall be established for each class within each department. An employee must indicate in writing his willingness to perform overtime work in order to be placed on the appropriate list. Any employee on sick leave is not eligible for overtime for that 24-hour period unless such sick leave is used for a doctor or dentist appointment or attendance at a funeral. Overtime shall be distributed by offering it to employees in order of their placement on the appropriate list. When an employee accepts and works an overtime shift or portion thereof, that employee's name shall be rotated to the bottom of the list. However, in the Department of Aviation and the Streets Division of the Bureau of Public Works, an employee shall not be rotated to the bottom of the list until he has received a minimum of four (4) hours of overtime.

The following procedure shall apply to overtime assignments in the Police Department Communications Center: (For actual procedure to be used at the

Police Department Communications Center reference Intra-Department Communication dated March 22, 2006.)

(1) In order of seniority the on-duty civilians will be offered all of the overtime if the vacated shift is two (2) hours or less. If the vacancy remains, the on-coming civilians in order of seniority will be offered the entire amount of the shift, if the vacated shift is two (2) hours or less. In order of seniority, the on-duty civilians will be offered the first one-half (1/2) of the vacated shift, exceeding two (2) hours. In order of seniority, the on-coming civilians will be offered the last one-half (1/2) of the vacated shift exceeding two (2) hours.

(2) If the vacancy remains, the most senior civilian with the day off will be offered the vacated shift.

(3) If the vacated shift cannot be filled by civilian personnel assigned to the Communication Center, it may be filled by other qualified Police Department personnel.

The parties recognize that certain tasks are inherently individual in nature, and work on an overtime basis necessary for an individual to complete such task is not subject to the provisions of this Section.

Section 8. SHIFT ROTATION. Emergency Service Dispatchers and other employees whose shift assignments were rotated on a regular, calendar-based cycle, during the term of the Agreement prior to this Agreement, shall continue such method of accomplishing the rotation of shifts. No change in an employee's shift may be made by the City unless the employee is given notice in advance of three (3) shifts, including the one in which the employee is notified.

Section 9. SHIFT ASSIGNMENT. Employees assigned to a department or division/section thereof where two or more shifts are worked, shall be assigned to one of the shifts by the following procedures:

A. Shift assignments shall be bid on a seniority basis on a minimum of once per year.

B. Shift seniority shall be the length of service in a class within the department or division/section thereof. If departments or divisions/sections thereof are combined, seniority shall be integrated.

C. An employee may be transferred to another shift on a temporary basis for a period not to exceed sixty (60) calendar days per year for training purposes or other verifiable department needs.

D. Probationary employees may be assigned to any shift for training purposes, but it is understood that as much training as possible be done on the shift this employee will ultimately fill.

E. The Department Head may involuntarily transfer an employee to another shift within the same division, but such transfer shall be for just cause only, subject to the grievance procedure.

F. No change in an employee's shift may be made by the City, except due to a verifiable emergency, unless the employee is given notice in advance of seventy two (72) hours. If less than 72 hours notice is given, the employee shall be entitled to time and one-half for each hour in the first new shift which differs from the hours worked in the former shift, unless such employee is already receiving time and one half for such hour(s) under another provision of this Agreement. For each hour worked in the new shift which differs from hours worked in the former shift, the employee shall be paid shift differential irrespective of whether or not the hours worked in the new shift become the employee's regular assignment.

G. When a vacancy on a shift is filled or when a probationary employee completes his/her probation period vacating a more favorable training slot, the vacancy shall be filled by bidding process on a seniority basis. If not filled in this manner, the least senior employee will fill the vacancy.

H. Employees may, with supervisor approval, trade shift assignments with the most senior employee desiring the trade.

Section 10. SPECIAL DUTY ASSIGNMENT. Departments may transfer employees within the same class or similar classes occupying the same line of promotion for seasonal work demands, special projects, cross training, and job development. The City will generally seek volunteers who have the necessary skills and certifications for the duty assignment. If volunteers are not available, or if more employees are qualified than is needed for the assignment, the City shall

make the assignment based on seniority. Issues regarding duty assignment will be brought back to the Labor Management Committee established under Article 9 of this Agreement. Callout will be done on a rotating basis; the employee with most seniority would be offered it first then rotated to the bottom of the volunteer list. If no one volunteers for the assignment, the lowest person on the list would be assigned and then rotated to the top of the volunteer list.

ARTICLE 19. OVERTIME

Section 1. OVERTIME COMPENSATION. Employees will be compensated for overtime at the rate of time and one-half, in either cash or compensatory time, at the discretion of the employee for any overtime required. The overtime rate for each hour of overtime shall be computed as follows: 1 ½ times the sum of the basic monthly rate plus longevity pay, divided by 173.83, plus 1 ½ times the hourly shift differential, if any, for each overtime hour worked, plus 1 ½ times the hourly step-up pay, if any, for each overtime hour worked. Overtime pay shall be paid within the pay period and no later than the following pay period.

Section 2. COMPENSATORY TIME. The City retains the right to assign overtime. The payment of overtime or granting of compensatory time is left to the discretion of the City; provided, however, an employee shall not be forced to take compensatory time if the employee elects to be paid for the overtime work. The City will not be unreasonable in the granting of accrued compensatory time off and when it can be taken, The City's stated business reason shall be consistently applied to all employees in the same work unit regarding which employee must take the overtime option.

Section 3. DAILY. All work performed in excess of eight (8) hours in any work day shall be compensated at the overtime rate.

Section 4. WEEKLY. All work performed in excess of forty (40) hours in the designated work week shall be compensated at the overtime rate. For the purpose of this Section, the term "work performed" shall include compensatory time, vacation and paid personal leave actually taken. No other paid or unpaid leave shall be included as "work performed" or otherwise included in calculating hours worked up to or in excess of forty (40) hours. 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. The work week for purposes of overtime under this Section commences on Sunday at 12:01 a.m. and ends at midnight on the following Saturday.

Section 5. COURT TIME. In the event a general services employee from the communication center is required to participate in a judicial proceeding outside of his or her normal work shift, he or she will be compensated for no less than two (2) hours at the rate of time and one-half, or for actual hours worked at the rate of time and one-half if more than two (2) hours. If the employee is required to participate or be available to participate during such time that the employee would have been on a regularly scheduled day either the day before or the day after a vacation or personal day or, if the day he or she is scheduled to be available is on a vacation day or a personal day the employee shall have the option to take a cash payment of time and one-half for the entire day or one-half time plus an additional day off.

Once the subpoena is served, an employee will not be allowed to schedule a vacation day or personal day on the date of the court proceeding. If the employee is subpoenaed while on sick or injured leave the employee will be considered in work status for that day.

ARTICLE 20. LEAVES AND OTHER ABSENCES

Section 1. SICK LEAVE.

A. PAID SICK LEAVE BENEFITS. Paid sick leave to the extent the same is accrued and unused shall be granted to permanent full-time employees and probationary employees in case of actual illness or disability occurring without negligence of the employee; or for a maximum of three (3) work days in each calendar year for an illness of the employee's spouse or child, parent, or a member of the employee's immediate household, subject to verification thereof. A medical certificate issued and signed by the employee's physician which provides adequate verification that a legitimate medical reason for the absence existed and which provides enough detail so the City will understand what, if any, restrictions exist upon the employee's return to work shall be required for any absence for which paid sick leave is claimed by the employee exceeding three (3) consecutive working days; provided, further, the City Manager, 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 employee's last scheduled work shift before a vacation or scheduled time-off, or for his first 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 and maternity leave shall be compensated as hereinafter set forth.

B. SICK LEAVE; ACCRUAL.

1. Each permanent full-time employee hired before 01/01/96 shall accrue paid sick leave at the rate of one and one-half days for each calendar month of completed full-time duty to a maximum accrual of two hundred (200) days. An employee hired on or after January 1, 1996, shall accrue paid sick leave at the rate of one day for each calendar month of completed full-time duty to a maximum accrual of two hundred (200) days.

2. Probationary employees shall accrue paid sick leave benefits during their probationary period.

3. Temporary and temporary part-time employees shall not accrue paid sick leave benefits.

C. SICK LEAVE; BENEFITS UPON SEPARATION.

1. Upon separation for any reason other than death, discharge, retirement, or resignation with more than 20 years continuous service, an employee hired prior to January 1, 1996, whose sick leave accumulation exceeds seventy-five (75) days shall be paid at his regular rate of pay for the amount of sick leave accumulated over seventy-five (75) days, but not to exceed seventy-five (75) days.

2. Effective January 1, 2004, upon separation due to retirement, death, or resignation with 20 or more years continuous service, an employee hired prior to January 1, 1996 whose sick leave accumulation exceeds fifteen (15) days shall be paid at his regular rate of pay for the amount of sick leave accumulated over fifteen (15) days, but not to exceed one hundred twenty 120 days. For the purpose of this section, an employee separating due to lay-off, after twenty or more years of service, may elect to be paid off as if they are retiring or elect to leave their sick leave accrual with the City in anticipation of rehire.

3. 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 and, in the event there is no surviving spouse, such sum shall be paid to the estate of such employee.

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

5. Employees hired on or after January 1, 1996, shall not be reimbursed for unused sick leave upon separation. These employees will have the option to receive compensation for ten (10) days of sick leave each year at one-half (1/2) pay. However, before an employee may exercise this option, he must have a minimum of twenty-four (24) days of unused accrued sick leave to his credit, and his accrual may not be reduced to less than twenty-four (24) days by the exercise of this option.

6. Employees hired prior to January 1, 1996, shall have the option of electing the new plan, however, they must waive all benefits under Sections 20 (c)(1), 20 (c)(2), 20 (c)(3), and 20 (c)(7) of this Article. Once this election is made, the employee may not return to the old plan. This election to enter the new plan must be made prior to January 1, 1996. Employees who opt into the new plan shall accrue sick leave at one day for each month of completed full-time service with the City.

7. Employees hired prior to January 1, 1996, who have not elected the new plan, and who have at least 15 years of service and 120 days of accrued, unused sick leave to their credit, may annually sell back up to 10 days of sick leave for 1/2 pay. The number of sick leave days 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 200 days. The amount of days available for buy-back under Sections 20 (c)(1) and 20 (c)(2) shall be permanently reduced by one-half of the days sold back to the City.

Section 2. INJURY LEAVE.

A1. Each employee covered by this Agreement who is injured while in the performance of his duties inside or outside the City limits shall be paid injury leave in a sum equal to the employee's full salary for the period of disability not to exceed one (1) calendar year from the date of the injury, except that an employee who undergoes surgery for such duty injury shall be entitled to a total of one year of paid injury leave during a period ending 18 months from the date of injury whenever he/she may be disabled and unable to work as a result of such a duty injury. Even though the period of time during such an employee who undergoes surgery for a duty related injury is 18 months from the date of such injury, the total amount of said injury leave to which an employee is entitled shall in no event exceed the sum equal to one year of such employee's full salary.

A. If benefits are reduced by 50% under the provisions of the Worker's Compensation Act of Colorado due to the willful failure to use safety devices, willful failure to obey safety rules, or intoxication of the employee, injury leave benefits otherwise payable under this Section shall be denied.

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

C. Worker's Compensation temporary disability benefits paid to an employee for the same period of time he receives injury leave benefits hereunder shall be reimbursed to the City, provided; that no amount shall be reimbursed until such time as the temporary disability benefits are actually paid. In the event an employee receives temporary disability benefits for the period he received injury leave benefits, he shall endorse to the City the check received by him for the purpose of paying such benefits. Receipt of injury leave benefits hereunder by 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 C.R.S. 1973 8-52-100, et. seq., as amended, to the extent of injury leave benefits paid or payable hereunder by the City to said 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 employees shall have an exclusive right to engage the services of an attorney-at-law to settle or to 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 attorney 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.

Section 3. FUNERAL LEAVE.

A. In addition to all leave benefits authorized under the terms of this Agreement, employees shall be entitled to funeral leave benefits pursuant to the terms of this Article. Funeral leave shall be a special administrative leave, which is not accrued, not subject to any maximum, and not charged against any other accrued leave benefits, if the funeral leave is used because of the death of the employee's parent, spouse, spousal equivalent as defined in Section 6-3-1(33.1) of the Code of Ordinances, child, brother or sister, and grandchild. Any other allowable use of funeral leave shall be charged against earned sick leave.

B. Each employee shall be entitled to funeral leave for a period not to exceed ten (10) consecutive calendar days, commencing with the day of notification of death, in the event of the death of a parent, spouse, spousal equivalent as defined in Section 6-3-1(33.1) of the Code of Ordinances, child, brother or sister, grandchild, or member of the employee's immediate family. Such leave shall be paid leave for any of the ten (10) consecutive calendar days that are scheduled work days, provided that in the case of the death of a member of the immediate family, the employee has a sufficient amount of sick leave accrued.

C. For the purposes of this Article, the immediate family shall include: grandparent, mother-in-law, father-in-law, or other relative residing in the same household as the employee.

D. Each employee shall be entitled to paid leave from duty for one (1) calendar day per year in order to attend the funeral of a person other than a member of his immediate family, provided the employee has a sufficient amount of sick leave.

E. Leave without pay or accrued vacation leave with pay may be granted by the Department Head for further funeral purposes.

F. In the event of death of a departmental employee, employees of said department may be granted one-half (1/2) day's funeral leave not to exceed four (4) hours for attendance at the funeral, provided that a working schedule can be arranged by the Department Head that will not materially impair the ability of the department to perform its public duties.

Section 4. TIME OFF TO VOTE. Each employee working for the City on any election day shall be allowed such time off, with pay, as is necessary to vote. 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.

Section 5. COURT LEAVE.

A. Employees called for jury duty during working hours shall be granted leave. Employees shall receive their regular pay based on the hours they are normally scheduled to work during such time of service, provided that they pay to the City any jury duty fees, excluding mileage and parking reimbursement, which they receive. Mileage compensation, as well as jury duty or witness fees earned during holidays or vacation, shall be retained by the employee. An employee who reports to the court for jury duty but is excused for the day shall report to his/her job assignment within a reasonable time.

B. Employees who are subpoenaed to appear in court shall receive time off with pay upon turning over to the Employer any fees they receive for appearing. This provision shall not apply in any instance where the employee is a party in any fashion to the court action in question unless the employee's involvement arises out of performance by the employee of his/her regular duties and responsibilities for the City.

Section 6. 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 fifteen (15) calendar days in any one year. Military leave shall be in addition to, and may not be concurrent with, authorized vacation leave. The City shall pay such employee his full pay, minus the amount of his military base pay for any scheduled work day spent on military leave. Upon his return to work from a military leave, each employee shall provide to the City a copy of his military pay voucher so that the amount of City pay owed to him can be determined.

Section 7. MATERNITY/PATERNITY LEAVE.

A. 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 first occurs.

B. 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.

C. An employee may utilize either sick leave or vacation leave for maternity or paternity leave purposes.

Section 8. ABSENCE WITHOUT LEAVE. Any employee covered by this Agreement who finds it necessary to be absent from duty due to emergency shall report the reasons therefore to his supervisor or department at least one hour before working time on the first day of such absence, and thereafter as reasonably established by the Department Head pursuant to Article 18. 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.

ARTICLE 21. LIGHT DUTY

Section 1. If, as a result of service connected 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 in which a vacancy exists and which position is compatible with the employee's skills and abilities, then the Department Head(s) may refer the employee for placement in such vacant position for a period not to exceed six (6) months. Upon approval of the Department Head, Director, and the City Manager, the employee may be so employed. Such assignment shall be called light duty.

Section 2. The salary and benefits of an employee on light duty shall be at least equal to the salary and benefits at which he was employed at the time of his injury or illness.

Section 3. 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 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 reexamined to determine his ability to perform.

Section 4. 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.

ARTICLE 22. MEAL PERIODS AND REST PERIODS

Section 1. MEAL PERIODS. The City agrees to continue providing an unpaid meal period at or near the middle of the work-shift for all employees except emergency services dispatchers and airport utility workers assigned to security.

Emergency services dispatchers and airport utility workers assigned to security shall be provided a lunch break at or near the middle of the work-shift when conditions reasonably permit. During such time as the employee is eating, he or she will be fully responsible for the performance of his or her assigned duties unless other qualified and assigned dispatchers and airport utility workers assigned to security are present and able to perform such duties.

The City will provide an opportunity and materials for washing up prior to eating.

Section 2. REST PERIODS. In all work groups where on the date of execution of this Agreement authorized practices existed with respect to rest periods (coffee breaks, etc.), these practices shall continue for the duration of this Agreement. In addition to any regularly scheduled breaks, employees shall be entitled to reasonable and necessary time for the purpose of going to restroom facilities.

ARTICLE 23. HOLIDAYS

Section 1. DESIGNATION. The following days are hereby declared holidays for all employees:

- A. The first day of January (New Year's Day)
- B. The third Monday in January (Martin Luther King, Jr. Day)
- C. The third Monday in February (Presidents Day)
- D. The last Monday in May (Memorial Day)
- E. The fourth day of July (Independence Day)
- F. The first Monday of 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. Two personal days (to be used any time with Departmental approval). In the Police Department Communication Center, the employee will be allowed two (2) shifts.

Section 2. SATURDAY AND SUNDAY OBSERVATION. When any holiday listed above falls on Saturday, the preceding Friday shall be observed as the holiday; when the holiday falls on Sunday, the following Monday shall be observed as the holiday.

For those employees scheduled to work on a Saturday or Sunday holiday, that day shall be considered the holiday. For those employees scheduled not to work on a Sunday or Monday holiday, the preceding Saturday shall be considered the holiday. In addition to the above, any day may be designated as a holiday by proclamation of the Council President upon approval of the City Council.

Section 3. WORK ON A HOLIDAY. The City Manager, Department Head, or immediate supervisor may require any employee to work on a holiday. Eligible employees who are required to work on the actual day of the holiday listed in Section 1 (A – J) of this Article shall be paid two times their regular rate of pay for each hour or fraction thereof of work performed on such day, in addition to their

regular monthly compensation. If the date that the employee works is a holiday for that employee, under Section 2 of this Article, then the employee shall be paid one and one-half times the regular rate of pay for the hours actually worked in addition to their regular monthly compensation.

ARTICLE 24. VACATION

Section 1. ENTITLEMENT.

Every employee shall be allowed vacation leave with pay at the rate set forth in the following schedule:

SERVICE REQUIRED	ANNUAL ACCRUAL	ACCRUAL RATE
0 -- 6 Months	0 Shifts	0 hours for each full month service *
7 months -- 60 months	12 Shifts (8 Hours)	8 hours for each full month service
61 months -- 120 months	15 Shifts (8 Hours)	10 hours for each full month service
121 months -- 180 months	18 Shifts (8 Hours)	12 hours for each full month service
181 months -- 240 months	21 Shifts (8 Hours)	14 hours for each full month service
241 months or more	24 Shifts (8 hours)	16 hours for each full month service

* Notwithstanding the above language, every employee shall be credited with 40 hours vacation upon successful completion of the initial probationary period.

Section 2. HOW TAKEN. Vacation credit may be accumulated to a maximum of twice the amount accrued annually by the particular employee at any one time, and such leave may be granted in minimum and maximum periods as provided by the Department Head concerned; provided vacation leave will not be granted in excess of vacation credit earned prior to the starting day of leave.

Section 3. VACATION RECORDS. Each Department Head shall keep the necessary records of vacation leave allowance. Vacation schedules shall be worked out between the Department Head and the employees of his department. The employee in the classification with the longest consecutive length of service, as defined in Rule 37 of the Civil Service Rules, with the City shall be given first

choice, the next senior employee second choice, and the like for succeeding conflicts, if any. For the purpose of vacations in the Police Department Communication Center for members of the Bargaining Unit, there shall be created three (3) vacation rosters, by shift, and for the purpose of compiling a seniority list, the Senior Dispatcher Classification and the Dispatcher Classification shall be combined and the employees on the shift will choose their vacations on the basis of seniority on the combined seniority list by shift. The Department Head shall have the right to determine how many employees in a classification may be off on vacation at any one time.

For the purpose of scheduling vacations in the Streets Division, the following shall apply:

1. Vacations shall be scheduled for each area crew. For each area crew, there shall be two (2) vacation rosters, each of which shall have combined classifications.
2. The first vacation roster on each crew shall contain the classification of Crew Leader, Street Inspector, and Equipment Operator IV and Equipment Operator II. Within those classifications, the employee with the longest consecutive service within the Department shall be given first choice to schedule vacation, the next senior employee second choice and, the like for succeeding employees.
3. The second vacation roster for each crew shall contain the combined classifications of Sweeper Operator, Equipment Operator I, and Laborer. Within those classifications, the employee with the longest consecutive service within the department shall be given first choice to schedule vacation, the next senior employee second choice, and the like for succeeding employees.
4. Six (6) employees on each crew shall be allowed vacation at the same time, three from the first vacation roster and three from the second vacation roster on each crew.

Section 4. PAY IN LIEU OF VACATION. If, in the discretion of the City Manager, an emergency exists, an employee may be granted the equivalent in

money of vacation leave to which such employee is entitled for that year; but it is the policy of the council that each employee shall be granted a full amount of vacation leave each year.

Any employee who has reached the age of fifty (50) years and has a minimum of fifteen (15) years of service with the City, or any employee regardless of age who has a minimum of twenty (20) years of service with the City, may sell eighty (80) hours of vacation and two (2) personal days one time per year for no more than three years.

Section 5. CREDIT FOR HOLIDAY WORKED. In lieu of other holiday benefits, Emergency Services Dispatchers, Police Support Techs I and II, and Zoning Enforcement Officers shall be credited with one additional working shift of vacation for each holiday set forth in Article 23, except for personal holiday(s), at the end of each completed year of service. Said employees shall not receive an additional vacation day for personal holiday(s).

ARTICLE 25. HEALTH, HOSPITALIZATION AND DENTAL INSURANCE

Section 1. HEALTH, ACCIDENT, HOSPITALIZATION AND MAJOR MEDICAL INSURANCE. 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. The City shall pay 95% of the actual premium for an individual policy per month but not to exceed \$774.88. The City shall pay 76% of the actual cost of a premium toward the cost of a single plus spouse, single plus child or children or family policy per month for employees but not to exceed \$1,295.59 with respect to a single plus spouse plan or \$1,177.80 with respect to a single plus child or children plan or \$1,518.76 with respect to a single plus family plan, in addition to the \$24.66 monthly contribution toward dental insurance established in Section 2 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.

If, and in the event that, the City exercises its option to extend the term of this Agreement from January 1, 2016 through December 31, 2016, the City shall pay 77% of the actual cost of a premium toward the cost of a single plus spouse, single plus child or children or family policy per month for employees but not to exceed \$1,312.64 with respect to a single plus spouse plan or \$1,193.30 with respect to a single plus child or children plan or \$1,538.74 with respect to a single plus family plan.

If, and in the event that, the City exercises its option to extend the term of this Agreement from January 1, 2017 through December 31, 2017, the City shall pay 78% of the actual cost of a premium toward the cost of a single plus spouse, single plus child or children or family policy per month for employees but not to exceed \$1,329.69 with respect to a single plus spouse plan or \$1,208.80 with respect to a single plus child or children plan or \$1,558.73 with respect to a single plus family plan.

Section 2. DENTAL POLICY. The City shall pay \$24.66 monthly toward the full cost of an individual employee policy or family policy for employees.

Section 3. BENEFITS COMMITTEE. The City and the Union will form an insurance, joint, consultation committee, composed of not more than two (2) 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.

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) Co-Payments;
- c) Coverage;
- d) Benefits;
- e) Specialist Referral, location, and availability;
- f) Participation eligibility;
- g) Physicians available under the plan;
- h) Options;
- i) Tiers.

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, 2003.

Nothing in this Article shall preclude other City of Pueblo, employees, 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.

The consultations of the Committee established under this Section of this Article shall not be subject to the grievance/arbitration procedure of this agreement.

ARTICLE 26. RESERVED

ARTICLE 27. NEW CLASSES

Section 1. NEW CLASSES. In the event of the creation of a new class during the term of this Agreement, the parties shall meet and confer in good faith respecting such class within twenty (20) days from the creation thereof. The parties may, if they mutually agree, amend this Agreement by memorandum of understanding to make special provisions for such new class.

Section 2. PROVIDING DATA. Both parties agree they are mutually obligated to provide all reasonable required data in their possession to the other party in respect of the discussions referred to in Section 1 hereof.

Section 3. MEETINGS. The parties agree to schedule joint meetings between representatives of the Union and representatives of City management as follows:

- a) meetings under this section shall be held not more than once each quarter;
- b) Union presence at such meetings shall be limited to the Union president or designee and not more than four (4) additional Union representatives;
- c) requests for such meetings must be initiated by the Union or the City on not less than 30 days' written notice to the other party;
- d) such meetings shall not be substitute for the grievance procedure in this agreement;
- e) no final agreement or final action shall be done at such meetings.

ARTICLE 28. OTHER CONDITIONS

1. 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 a mandatory subject of bargaining" does not include any right reserved to the City under Article 3 of this Agreement.

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

Smoking by any member of the Bargaining Unit is prohibited in or on all City owned or leased vehicles at all times.

3. In each department in which a CIRSA safety committee is established, the safety committee shall include a Bargaining Unit member. The Union reserves the right to designate the member of the Bargaining Unit who will serve on the safety committee.

ARTICLE 29. WAIVER AND NOTICE

Section 1. WAIVER. Failure of either party 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 party unless such waiver is reduced to writing and signed by an agent of the 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.

Section 2. NOTICE REQUIREMENTS. Where any provision of this Agreement requires that any notice or information be given by one party 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 regular business office during normal business hours with his administrative support staff within the limits specified in this Agreement. The Union shall provide to the City the names of not less than three (3) authorized representatives. Service of any notice required under the terms of this Agreement upon such an authorized representative shall be effective service upon the Union.

ARTICLE 30. SEVERABILITY

Should any provision of this Agreement be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. However, if any provision of this Agreement should be declared invalid by any court of competent jurisdiction, then the parties to this Agreement shall meet within fifteen (15) days from the date they learn of such declaration and negotiate in good faith for the purpose of agreeing upon a lawful provision which would accomplish the intent of the parties as expressed by the provision declared invalid.

ARTICLE 31. ENTIRE AGREEMENT

AGREEMENT COVERS ALL MATTERS. The Union and the City agree that this Agreement and the July 10, 2012, Memorandum of Understanding, a copy of which is attached hereto and labeled Appendix D, covers all matters affecting wages, rate of pay, hours, grievance procedures, working, and other terms and conditions of employment. These matters are not available for further negotiations during the administration of this Collective Bargaining Agreement, except as specifically provided for herein. During the terms of this Agreement, neither the City nor the Union shall utilize this Article to avoid processing matters set forth in this Agreement through the settlement of disputes provisions.

ARTICLE 32. TERM OF AGREEMENT

This Agreement shall be effective January 1, 2018, and all of its provisions shall remain fully effective through December 31, 2018.

ARTICLE 33. WELLNESS PROGRAM

The City will maintain a wellness program which may be made City-wide at the option of the City. The plan will be managed by the City and subject to amendment by the City with input from the representative designated by the Union.

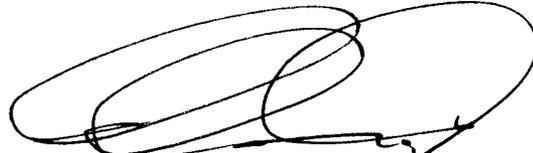
IN WITNESS WHEREOF, the parties hereto have set their hands this

13th day of November, 2014. 2017 ^{BA} *BA*

PUEBLO ASSOCIATION OF
GOVERNMENT EMPLOYEES

CITY OF PUEBLO

Betty Jo Aragon-Freeman
President



President of City Council

Lisa Pato
Secretary

ATTEST:

Brenda Armijo
Acting City Clerk

APPROVED:

Daniel Kogorsek
City Attorney

APPENDIX A

CITY OF PUEBLO

P.A.G.E.

BARGAINING UNIT

The Bargaining Unit shall consist of all non-supervisory employees in the classified service of the City of Pueblo, except Fire Fighters, Police Officers and Stage Hands. Specifically **excluded** are the following Class B, mid-management positions:

Accountant II
Administrative Assistant
Airport Operations/Maintenance Supervisor
Assistant Director/Parks and Recreation
Assistant Director/Public Works
Assistant Director/Information Technology
Assistant WWTP Superintendent
Building and Grounds Maintenance Superintendent
Civil Engineer/Construction
Civil Engineer/Drainage
Civil Service Administrator
Code Enforcement Manager
Communications Supervisor
Court Administrator
Crime Analyst
Deputy City Clerk
Dispatch Manager
Employee Benefits/Loss Control Manager
Engineering Manager
Fleet Superintendent
HR Analyst
Ice Arena Manager
Landscape Architect
Legal Assistant
Parks Manager
Parks Supervisor
Police Records Manager
Pretreatment Manager
Principal Planner
Recreation Supervisor
Regulatory Compliance Specialist
Senior Business Systems Analyst

Senior Network Administrator
Senior Security Administrator
Shops Supervisor
Stormwater Coordinator
Stormwater Utility Maintenance Supervisor
Street Maintenance Supervisor
Streets Superintendent
Tax Audit Manager
Traffic Control Supervisor
Traffic Engineer
Wastewater Accounting Specialist
Wastewater Collections Supervisor
Wastewater Engineering Supervisor
Wastewater Treatment Plant Lab Supervisor
Wastewater Treatment Plant Operations Manager
Wastewater Treatment Plant Superintendent

APPENDIX B

CLOSED CLASSES

Accounting Technician II
Accounting Technician III
Accounting Technician IV
Administrative Technician
Area Crew Leader
Assistant Wastewater Treatment Plant Operator B
Assistant Wastewater Treatment Plant Operator C
Assistant Wastewater Treatment Plant Operator D
Associate Engineer I
Associate Engineer II
Associate Engineer II – Stormwater Utility
Associate Engineer II – Wastewater
Associate Field Engineer
Auto Mechanic
Aviation Operations Technician
Benefits Coordinator
Building and Grounds Maintenance Mechanic
Business Systems Analyst
Civil Service Technician
Court Technician
Emergency Services Dispatch Supervisor
Equipment Operator I
Equipment Operator II
Equipment Operator IV
Fire Support Technician
Florist
Gardener
HR Records Technician
Investigations Technician
Inspector – Stormwater Utility
Lab Analyst II
Lab Analyst III
Land Use Records Technician
Land Use Technician
Law Department Technician
Lead Court Technician
Loan Coordinator II
Municipal Records & Technical Coordinator.
Park Caretaker I
Park Caretaker II - Irrigation
Park Caretaker, Senior
Park Maintenance Mechanic
Parks & Recreation Technician

Parts Clerk
Pavement Management Technician
Police Payroll Technician
Police Services Technician
Police Support Technician I
Police Support Technician II
Purchasing Contracts/Coordinator
Radio Technician II
Senior Airport Operations/Maintenance Specialist
Senior Clerk Typist
Senior PC Network Technician
Senior Wastewater Treatment Plant Maintenance Mechanic
Street Inspector
Stormwater Crew Leader
Surveyor
Sweeper Operator
Tax Auditor II
Traffic Control Utility Worker II
Traffic Control Utility Worker III
Traffic Signs and Marking Specialist
Utility & Maintenance Worker I
Utility Worker III
Wastewater Electrical Specialist
Wastewater Inspector
Wastewater Lift Station Operator
Wastewater Operator A
Wastewater Operator B
Wastewater Treatment Plant Instrument & Controls Specialist
Wastewater Treatment Plant Maintenance Mechanic
Wastewater Utility Worker I
Wastewater Utility Worker II
Wastewater Utility Worker III
Wastewater Utility Worker IV
Water Reclamation Worker II
Welder
Zoning Enforcement Officer

APPENDIX C

CLASSES WHICH ARE OPEN OR CLOSED UPON DETERMINATION OF CITY MANAGER

Accountant I
Accounting Technician I
Airport Operations/Maintenance Worker
Airport Operations/Maintenance Specialist
Aviation Operations Technician
Building Custodian
Carpenter
Civil Service Analyst
Clerk Typist
Code Enforcement Officer
Compliance/Audit Agent
Construction Inspector
Crime Data Technician
Electrician
Emergency Services Dispatcher
GIS Coordinator
GIS Specialist I
Housing and Community Development Coordinator II
Lab Analyst
Media Systems Administrator
Messenger
Network Administrator
Painter
Parking Enforcer
Parks Senior Mechanic/Welder
Payroll Coordinator
PC Network Technician
Planner
Pretreatment Specialist
Probation Case Manager
Program Coordinator
Public Relations and Media Specialist
Radio Technician
Senior Planner
Senior Traffic Signal Technician
Senior Traffic Signal Technician Trainee
Survey Party Chief
Survey Party Chief-LS
System Administrator
Tax Auditor
Traffic Engineering Analyst
Traffic Signal Technician

Utility Worker
Wastewater SCADA Coordinator
Wastewater Data Technician
Water Reclamation Facility Worker I
Water Reclamation Worker
WW Utility Worker

APPENDIX D

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is entered into this 27th day of June, 2012 by and between the Pueblo Association of Government Employees ("Union") and Pueblo, a Municipal Corporation ("City").

WHEREAS, Union is desirous of implementing a ten (10) hour a day work day within certain divisions of the Wastewater Department.

WHEREAS, the City is agreeable to implementing a ten (10) hour work day on a trial basis and subject to certain limitations and conditions.

NOW, THEREFORE, in consideration of the foregoing, the Union and City stipulate; acknowledge and agree as follows:

1. A work schedule shall be implemented wherein: (a) the regular hours of work each day shall be ten (10) hours exclusive of lunch periods, within a twenty-four (24) hour period; and (b) the work week shall consist of four (4) ten-hour days for a total of forty (40) hours (herein the "4 x 10 Schedule").

2. With respect to employees assigned to the 4 x 10 Schedule, the terms and conditions of employment and related provisions of the labor agreement between the Union and City shall be amended as follows:

(a) Article 13, Section 3:

UNAUTHORIZED ABSENCES FOR MORE THAN FOUR (4) DAYS. Any unauthorized absence of more than four (4) consecutive working days shall be deemed to be and shall constitute a resignation from employment by the employee.

(b) Article 18, Sections 1 and 2:

Section 1. WORKDAY. The regular hours of work each day shall be ten (10) hours exclusive of lunch periods within a twenty-four (24) hour period.

Section 2. WORK WEEK. The work week shall consist of four ten-hour days for a total of Forty (40) hours.

(c) Article 19, Section 3:

Section 3. DAILY. All work performed in excess of ten (10) hours in any work day shall be compensated at the overtime rate.

(d) Article 20:

Section 1. SICK LEAVE.

A. PAID SICK LEAVE BENEFITS. Paid sick leave to the extent the same is accrued and unused shall be granted to permanent, full-time employees and probationary employees in case of actual illness or disability occurring without negligence of the employee; or for a maximum of twenty-four (24) hours in each calendar year for an illness of the employee's spouse or child, parent, or a member of the employee's immediate household, subject to verification thereof. A medical certificate subscribed by the employee's physician on forms supplied by the City shall be required for any absence for which paid sick leave is claimed by the employee exceeding three (3) consecutive working days; provided, further, the City Manager, 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 employee's last scheduled work shift before a vacation or scheduled time-off, or for his first 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 and maternity leave shall be compensated as hereinafter set forth.

B. SICK LEAVE; ACCRUAL.

1. Each permanent full-time employee hired before 01/01/96 shall accrue paid sick leave at the rate of twelve (12) hours for each calendar month of completed full-time duty to a maximum accrual of one thousand six hundred (1,600) hours. An employee hired on or after January 1, 1996, shall accrue paid sick leave at the rate of eight (8) hours for each calendar month of completed full-time duty to a maximum accrual of one thousand six hundred (1,600) hours.
2. Probationary employees shall accrue paid sick leave benefits during their probationary period.
3. Temporary and temporary part-time employees shall not accrue paid sick leave benefits.

C. SICK LEAVE; BENEFITS UPON SEPARATION.

1. Upon separation for any reason other than death, discharge, retirement, or resignation with more than 20 years continuous service, an employee 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.

2. Effective January 1, 2004, upon separation due to retirement, death, or resignation with 20 or more years continuous service, an employee hired prior to January 1, 1996 whose sick leave accumulation exceeds one hundred twenty (120) hours shall be paid at his regular rate of pay for the amount of sick leave accumulated over one hundred twenty (120) hours, but not to exceed nine hundred and sixty (960) hours. For the purpose of this section, an employee separating due to lay-off, after twenty or more years of service, may elect to be paid off as if they are retiring or elect to leave their sick leave accrual with the city in anticipation of rehire.

3. 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 and, in the event there is no surviving spouse, such sum shall be paid to the estate of such employee.

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

5. Employees hired on or after January 1, 1996, shall not be reimbursed for unused sick leave upon separation. These employees will have the option to receive compensation for eighty (80) hours of sick leave each year at one-half (1/2) pay. However, before an employee may exercise this option, he must have a minimum of one hundred and ninety-two (192) hours of unused accrued sick leave to his credit, and his accrual may not be reduced to less than one hundred and ninety-two (192) hours by the exercise of this option.

6. Employees hired prior to January 1, 1996, shall have the option of electing the new plan, however, they must waive all benefits under Sections 20(c)(1), 20(c)(2), 20(c)(3), and 20(c)(7) of this Article. Once this election is made, the employee may not return to the old plan. This election to enter the new plan must be made prior to January 1, 1996. Employees who opt into the new plan shall accrue sick leave at eight (8) hours for each month of completed full-time service with the City.

7. Employees hired prior to January 1, 1996, who have not elected the new plan, and 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 six hundred (1,600) hours. The amount of hours available for buy-back under Sections 20(c)(1) and 20(c)(2) shall be permanently reduced by one-half of the hours sold back to the City.

(c) Article 23, Section 1, Subsection K:

K. Sixteen hours of personal leave. Personnel leave shall not be accumulated and may be only taken if there is sufficient personal leave time and/or vacation time to cover a complete work day.

(f) Article 24, Section 1:

Section 1. ENTITLEMENT.

Every employee shall be allowed vacation leave with pay at the rate set forth in the following schedule:

<u>SERVICE REQUIRED</u>	<u>ANNUAL ACCRUAL</u>	<u>ACCRUAL RATE</u>
0 - 6 Months	0 hours	0 hours for each full month service*
7 months - 60 months	ninety-six (96) hours	8 hours for each full month service
61 months - 20 months	one hundred and twenty (120) hours	10 hours for each full month service
21 months - 180 months	one hundred and forty-four (144) hours	12 hours for each full month service
181 months or more	one hundred and sixty-eight (168) hours	14 hours for each full month service

*Notwithstanding the above language every employee shall be credited with forty (40) hours vacation upon successful completion of the initial probationary period.

(g) Article 24, Section 4:

Section 4. PAY IN LIEU OF VACATION.

If in the discretion of the City Manager an emergency exists an employee may be granted the equivalent in money of vacation leave to which such employee is entitled for that year but it is the policy of the council that each employee shall be granted a full amount of vacation leave each year.

Any employee who has reached the age of fifty 50 years and has a minimum of fifteen 15 years of service with the City or any employee regardless of age who has a minimum of twenty 20 years of service with the City may sell eighty (80)

hours of vacation and sixteen (16) hours personal leave one time per year for no more than three years.

3. Employees in the Operations, Lab and Maintenance Division of the Wastewater Department may be authorized to work the 4 x 10 Schedule upon approval by the Director of the Wastewater Department; provided, however, such authorization may be withdrawn upon seven days notice to the employee, and at which time, the employee shall return to the eight-hour shift under the labor agreement between Union and City. It is further understood and agreed that an employee in the Operations Division may be transferred from a 4x10 Schedule to an eight hour shift(s) and back to a 4x10 Schedule for the purpose of covering scheduled vacation or other scheduled leave ("Vacation Transfer Assignments") without complying with the foregoing seven (7) day notice requirement. The decision to authorize or withdraw authorization to work the 4 x 10 Schedule and the authority to require Vacation Transfer Assignments shall not be subject to the grievance and arbitration procedures set forth in the labor agreement between Union and City.

4. Interpretation of any conflicting provision of the labor agreement between the parties, shift assignments with respect to implementing the 4x10 Schedule in the Operations Division shall be as set forth in the schedule attached hereto and labeled Exhibit A.

5. Any employee who works a holiday as defined in Section 23.1 of the parties labor agreement shall work a ten hour work day for the holiday, shall receive holiday pay, but shall not receive any overtime pay for the work performed during the ten hour work day for the holiday.

6. This Memorandum of Understanding is temporary and subject to termination by the City at any time, in its sole discretion, with or without cause. Notice of such termination shall be mailed to Union in the manner provided in the parties' labor agreement and at least 10 days prior to the effective date of termination. The decision to terminate this Memorandum of Understanding shall not be subject to the grievance and arbitration procedures set forth in the labor agreement between Union and City.

7. This Memorandum of Understanding shall have no precedental value with respect to the terms and conditions of employment shall not be relied upon as identifying or establishing any past practice between the parties and shall not be construed in any manner as limiting or affecting the management rights of City.

8. For purposes of implementation, the City shall have up to two weeks to commence the 4 x 10 Schedule after execution of this Memorandum of Understanding.

CITY OF PUEBLO
A MUNICIPAL CORPORATION
By *Jimmy Paulkman*
City Manager

PUEBLO ASSOCIATION OF
GOVERNMENT EMPLOYEES
By *Betty Jo Aragon*
President

Operations work schedule
Exhibit A
4x10s

Day	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	
Date	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
Jesik See note #2	1	2	2	0	0	1	1	2	2	2	0	0	1	1	2	2	2	0	0	1	1	2	2	2	0	0	1	1	1	2	2	
Goodman	0	1	1	1	1	0	0	0	1	1	1	1	0	0	0	1	1	1	1	1	0	0	0	1	1	1	1	0	0	0	1	1
Autobee	0	0	0	2	2	2	2	0	0	0	2	2	2	2	0	0	0	2	2	2	2	0	0	0	2	2	2	2	0	0	0	0
Sleet	1	1	0	0	0	1	1	1	1	0	0	0	1	1	1	1	0	0	0	1	1	1	1	0	0	0	1	1	1	1	0	0
Sigler See note #1	0	1	1	1	1	1	0	0	1	1	1	1	1	0	0	1	1	1	1	1	0	0	1	1	1	1	1	1	0	0	1	1
Zimmermann	0	0	0	2	2	2	2	0	0	0	2	2	2	2	0	0	0	2	2	2	2	0	0	0	2	2	2	2	0	0	0	0
Arellano	1	1	0	0	0	1	1	1	1	0	0	0	1	1	1	1	0	0	0	1	1	1	1	1	0	0	0	1	1	1	1	0
McGowan See note #2	1	2	2	0	0	1	1	2	2	2	0	0	1	1	2	2	2	0	0	1	1	2	2	2	0	0	1	1	1	2	2	
Krueger	1	1	1	0	0	1	1	1	1	1	0	0	1	1	1	1	1	0	0	1	1	1	1	1	0	0	1	1	1	1	1	
Keeney	1	1	1	0	0	0	1	1	1	1	0	0	0	1	1	1	1	0	0	0	1	1	1	1	0	0	0	1	1	1	1	

Note # 1 Thursday, Friday, Monday - 7:30am 4pm Saturday, Sunday - 8:30am 4:30pm

Note #2 Monday, Tuesday, Wednesday - 8:30am 5pm or 7:30am 4pm, Thursday, Friday 4:30pm 12:30am 10 hour day shift 6:30am 5pm afternoon 10 4:30pm 2:30am

SCHEDULE SUBJECT TO CHANGE PURSUANT TO MOU

ADDENDUM NO. 1

This Addendum No. 1 is entered into this 26th day of August, 2014 by and between Pueblo, a Municipal Corporation ("City"), and the Pueblo Association of Government Employees ("Union").

WHEREAS, City and Union executed the Memorandum of Understanding attached as Appendix D to the parties' labor agreement ("MOU").

WHEREAS, City and Union wish to amend the MOU in the manner and solely upon the conditions herein set forth.

NOW, THEREFORE, in consideration of the foregoing, the City and Union agree as follows:

1. Paragraph five (5) of the MOU is amended to read as follows:

Any employee who works a holiday as defined in Section 23.1 of the parties labor agreement shall work a ten hour day for the holiday, shall receive holiday pay, but shall not receive any overtime pay for the work performed during the ten hour work day for the holiday. Holiday pay shall be received on an eight (8) hour shift basis; provided, however, an employee may request to work an additional two hours during the work week in which the holiday occurs in lieu of using two hours of paid leave time. Any such requests must be filed and approved prior to the work week in which the holiday occurs. The decision to grant or deny such a request shall not be subject to the grievance and arbitration procedures set forth in the parties' labor agreement other than upon the basis that the decision was arbitrary, capricious and not based upon any business purpose. Irrespective of any provision of the labor agreement to the contrary, no overtime pay shall be received for any such two hours worked.

2. The MOU as amended by this Addendum No. 1 shall remain in full force and effect.

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

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

By 
City Manager

PUEBLO ASSOCIATION OF
GOVERNMENT EMPLOYEES

By 
President